
A. Hyde School Computer Systems and Internet Access.

The computer network that allows Hyde School to provide Internet access, including computer and communications equipment, software, operating systems, storage media, wireless, and network accounts (collectively, the “Network”), is the property of Hyde School. Your use of the Network is contingent upon your agreement to abide by certain rules. This policy is provided so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of Network resources. If a Hyde School user violates any of these provisions, his or her account may be terminated and future access denied.

The signature(s) at the end of this document is(are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

B. Scope of Policy.

This policy governs the use of the Network and all information technology resources owned and operated by Hyde School. The Network includes but is not limited to: network infrastructure, servers, desktop workstations, peripherals, remote access, computer labs, and telecommunications systems.

The Network is provided for use by authorized School community members, only. School community members include all staff, faculty, students with official standing, and others associated with Hyde School who have credentials to access the Network.

C. Privacy.

While Hyde School values and respects the privacy of its faculty, staff, and students, the information you view, save, transmit or store on the Network is inherently vulnerable to interception and alteration. Consequently, the School cannot assure that privacy can be maintained for data that resides on the Network or on back-up media.

Although the School does not routinely examine the contents of data or files in user accounts or monitor usage of the Network, on occasion, circumstances may warrant monitoring or examination of a user’s files to maintain system security or system integrity, in response to legal mandate or for some other reason. In such cases, authorized School personnel may monitor your use of the Network or examine any user files or data without notice.

It should be understood that there can be no expectation of privacy with regards to electronic media that is viewed, saved, stored, or transmitted on the Network or other Hyde systems including but not limited to personal e-mail accounts such as Gmail, text and instant messaging, cellphones, social networking sites and voicemail, etc.

D. Security.

The system of accounts, User Identification names and passwords plays an important role in protecting the Network and all users. The following policies govern their use:

- You may log-in to your own account only;
- You must not share or divulge your password with anyone else or knowingly allow another person to access or use your account;
- You must not use or attempt to discover another user's password;
- You are responsible for all use made of your account;
- You must take reasonable precautions to prevent unauthorized use of your account, including changing passwords regularly.

The School reserves the right to enforce password maintenance, including detecting “bad” passwords and requiring users to change passwords at predetermined intervals.
E. Hyde School Computer Systems and Internet Access Terms and Conditions.

You agree that your use of the Network will comply with the following Terms and Conditions. You acknowledge that use of the Network and Internet access is a privilege, not a right, and inappropriate use may result in a cancellation of those privileges. Inappropriate use will be deemed a violation of Hyde School ethics. The system administrators may close an account at any time as they deem appropriate in their discretion. The administration, faculty, and staff of Hyde School may request the system administrator to deny, revoke, or suspend specific user accounts.

1) **Acceptable Use** - The use of your account must be in support of education and research and consistent with the educational objectives of the Hyde philosophy. Transmission of any material in violation of any U.S., state or local law or regulation is strictly prohibited.

2) **Netiquette** - You are required to abide by generally accepted rules of network etiquette. These include (but are not limited to) the following:
   - Be polite. Use appropriate language.
   - Do not reveal your name, personal address, telephone number or other personally identifying information.
   - Note that electronic mail (e-mail) is not guaranteed to be private.
   - Do not use the network in such a way that you would disrupt the use of the network by other users.

3) **Unacceptable Use.** Use of the Network or any other Hyde School information technology facilities or other property for any of the following activities is prohibited. The list is by no means exhaustive, but an attempt to illustrate the types of activities that fall into the category of unacceptable use.
   - Interfere with or cause disruptions to the normal, proper, and expected operation of the Network or any other Hyde School property;
   - Access the Network other than through a Hyde School computer lab, School-owned desktop computer or other means expressly authorized by Hyde School administration;
   - Adversely affect the ability of others to use the Network or any other Hyde School information technology facilities, including excessive use of bandwidth;
   - Engage in any commercial activity unrelated to official Hyde School business, including without limitation offering for sale or promoting any product or service;
   - Tamper with, circumvent or disable security systems implemented by Hyde School;
   - Damage or disable any School-owned hardware components, software or computing facilities;
   - Access data, including another user’s files, that you are not authorized to access;
   - Send unsolicited mailings, such as “Spam”;
   - Download, install, otherwise introduce or run applications that contain computer viruses, worms, or other potentially destructive or malicious application or routine;
   - Download, install, otherwise introduce or run software that can reveal or exploit weaknesses in security, such as network sniffers, port scanners, or password cracking software;
   - Engage in port scanning, security scanning, or using “backdoor” or other programs or devices intended to penetrate the School’s firewall or other security protocols;
   - Circumvent user authentication or security of any host, network or account, or access or attempt to access the account of any other user or impersonate any other user;
   - Engage in any illegal or criminal activity, including without limitation download or installation of any pirated software or export of software, technical information, encryption software or technology, in violation of international or regional export control laws;
   - Download, access or transmit material deemed offensive, indecent, or obscene;
   - Engage in any form of harassment, including without limitation the distribution or dissemination of offensive or unwanted content; or
   - Infringe any copyright, trademark, or other intellectual property or proprietary right of any third party, including without limitation any unauthorized copying, distribution, or transmission of files, sound recordings, text, photographs or images. (See more information about copyright below).
4) **Copyright** - Copyright law protects original works of authorship, including without limitation, written works (books, stories, letters, text), musical works (recordings and compositions), visual works (photographs, drawings, graphic designs, paintings, diagrams, sculpture), computer software and others, in any form or media. In general, permission is necessary to reproduce (e.g., download or photocopy) materials, such as video, music, images, or text. Generally, users must also have permission from the copyright owner to modify existing works or to distribute, display, or perform works created by another. Making any reproduction, copy (including an electronic copy), modification, display or distribution of a work without the author’s express consent is considered copyright infringement, is expressly prohibited as an Unacceptable Use, and can subject the user to personal liability.

5) **Warranties** - Hyde School makes no warranties of any kind, whether expressed or implied, concerning use of the Network. Hyde School is not responsible for the actions of individual users of the Network. In no event will Hyde School be liable to any user for damages suffered by the user as a result of his or her use of the Network, or as a result of the unavailability, malfunction or misuse of the Network. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions regardless of the cause. Use of the Network and any information obtained via computer communication is at your own risk. Hyde School specifically denies any responsibility for the accuracy or quality of information obtained through the Network.

6) **Security** - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Network, you have the responsibility to notify a member of the technology staff or the Dean’s Area. Do not demonstrate the problem to other users. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Network.

7) **Vandalism** - Vandalism will result in cancellation of privileges. Vandalism includes any attempt to access or to harm data of another user. Vandalism includes, but is not limited to, the uploading or creation of computer viruses.

8) **Incidental Use** - While the Network is provided to support education and research and consistent with the educational objectives of the Hyde philosophy, limited incidental use of the Network may be permitted, as a convenience to the Hyde School community, so long as it does not interfere with the ability of others to use the Network for its intended purpose. The following restrictions apply to all incidental use:
   
   - Incidental personal use is restricted to approved users; it does not extend to family members or others;
   - Incidental use must not be Unacceptable Use (as defined above);
   - Incidental use must not result in a direct cost to Hyde School;
   - No files or documents may be sent or received that may cause legal action against, or embarrassment to, Hyde School;
   - Storage of personal files, messages, voice messages, files and documents within the School’s information resources must be nominal.

9) **Indemnity** - You hereby agree to indemnify and hold Hyde School harmless from and against any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or resulting from any violation by you of the terms of this Acceptable Use Policy.

10) **Additional Restrictions** - Hyde School reserves the right to impose additional conditions or restrictions on use of the Network or other Hyde School information technology facilities at any time upon providing notice to users. Notice will be provided by e-mail or word of mouth. By continuing to use the Network after notice of any such condition or restriction, you agree to abide by such condition or restriction.
Acceptance of Terms and Conditions - All terms and conditions as stated in this document are applicable to Hyde School. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Maine or Connecticut, and the United States of America.

The signature(s) is(are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

Student: __________________________ Date: _______________
Signature

Student: __________________________
Print Name

(If you are under the age of 18 a parent or guardian must also read and sign this agreement)

**********************************************************************

Parent or Guardian

As the parent or guardian of this student I understand and agree to the Terms and Conditions for the Internet access and use of Hyde School’s computer systems. I understand that this access is designed for educational purposes. I also recognize it is not possible for Hyde School to restrict access to all controversial materials, and I will not hold Hyde School responsible for materials acquired via computer. I hereby give permission to issue an account for my child.

Parent/Guardian: __________________________ Date: _______________
Signature

Parent/Guardian: __________________________
Print Name