

Bedford Public Library

Acceptable Public Access Computer and Wireless Use Policy

Policy Statement 1: Internet and Public Computer Access

The Bedford Public Library offers free Internet and public access computers as a service to patrons. The Internet, as an information resource, enables the Library to provide information beyond the confines of its own collection.

- 1.1 Any Library customer may use the Library's public computers with a library card or guest pass. Guest passes will be issued to adults with identification. Access to public computers will be blocked with outstanding library fines of \$10.00 or more.
- 1.2 The Internet enables access to a wealth of material that is personally, professionally, and culturally enriching to individuals of all ages, but it also enables access to material that some may find offensive, disturbing, inaccurate or incomplete.
- 1.3 Internet access on all Bedford Public Library computers is filtered. The Library's wireless network is also filtered.
- 1.4 The Bedford Public Library cannot control the content of resources available on the Internet and cannot be held responsible for their content.
- 1.5 The availability of information does not constitute endorsement of the content by the Bedford Public Library.
- 1.6 Use of Internet resources carries with it a responsibility to evaluate the quality of the information accessed.
- 1.7 Access, use, or dissemination of information via the Internet in the Library is the responsibility of the user.

Policy Statement 2: Children's Internet and Safety Policy

In order to address the special concerns raised by children's access to the Internet, the Library establishes this *Children's Internet Safety Policy* for children's use of Library public computers.

- 2.1 The responsibility for what minors read or view on the Internet rests with parents or guardians.
- 2.2 Restriction of a child's access to the Internet is the responsibility of the parent or guardian who must give permission, when registering the child for a card, in order for a person under the age of eighteen to use the Internet.
- 2.3 Parents who believe that their minor children cannot responsibly use the Library's Internet access are requested to monitor their children's Internet use or deny Internet access on the minor's card.
- 2.4 Access, use, or dissemination of information via the Internet in the Library is a joint responsibility of the user and the parent or guardian.
- 2.5 The public library, unlike schools, does not serve in place of a parent. Librarians cannot act in the place of parents in providing constant care and supervision of children as they explore the Internet.

- 2.6 Access by minors to materials deemed “harmful to minors” is prohibited.
- 2.7 Library Administration reserves the right to determine, based on community standards, materials considered to be “harmful to minors”.
- 2.8 The Bedford Public Library helps children have safe online experiences and avoids exposing them to harmful or inappropriate material by:
 - Filtering Internet access for images and videos containing adult content that would generally be considered obscene or pornographic in nature.
 - Encouraging parents to monitor and supervise their own children’s use of the Library’s PCs.
 - Providing specially-designed web pages for children and young adults, with links to age-appropriate Internet sites.
 - Promoting recommended child-friendly search engines on the Youth page.
 - Promoting Links to other filtered search engines.
 - Promoting links to sites that help children learn Internet safety.
 - Providing staff who are trained to help children and parents find appropriate sites.
 - Enforcing its Internet, Public Computer and Wireless Use Policy.
 - Children are limited to 90 minutes per day on a computer.

Policy Statement 3: Wireless Access

- 3.1 Wireless access is a free public service provided by the Bedford Public Library.
- 3.2 A patron must have a wireless device in order to access this service.
- 3.3 By choosing to use this service, a patron agrees to abide by the Bedford Public Library’s Internet, Public Access Computer and Wireless Use Policy.
- 3.4 The Bedford Public Library uses filtering software for public access.

Policy Statement 4: Prohibited Activities

The use of the Service for the following activities is prohibited:

4.1 Illegal Activity

Library computers and wireless network may not be used for any activity prohibited by law including but not limited to accessing pornography or materials which by local community standards would be obscene as defined in U.S. Code Title 18 and Texas State Penal Code Chapters 42 and 43. It is illegal to access, view, display, print, transmit, or distribute sites or material in violation of Texas laws regarding obscenity, child pornography, and materials harmful to minors as specified in Texas Penal Code §43.22, §43.23, §43.24, or §43.26.

Texas Penal Code §§ 43.22, 43.23, 43.24, and 43.26 provide in pertinent part:

- Texas Penal Code §43.22: A person commits an offense if he intentionally or knowingly displays or distributes an obscene photograph, drawing, or similar visual representation

or other obscene material and is reckless about whether a person is present who will be offended or alarmed by the display or distribution.

- Texas Penal Code §43.23: A person commits an offense if, knowing its content and character, he wholesale promotes or possesses with intent to wholesale promote any obscene material or obscene device.
- Texas Penal Code §43.24: A person commits an offense if, knowing that the material is harmful [to minors] he displays harmful material and is reckless about whether a minor is present who will be offended or alarmed by the display.
- Texas Penal Code §43.26: A person commits an offense if the person knowingly or intentionally possesses visual material that visually depicts a child younger than 18 years of age at the time the image of the child was made who is engaging in sexual conduct.

4.2 **Software**

Patrons may not install personal software on library computers. Patrons may not modify system or network setting on library computers.

4.3 **Damages**

Damages resulting from the misuse of Internet access or library equipment are the responsibility of the user or in the case of minors, the parent or guardian.

4.4 **Privacy**

The library is a public place and patrons should not have an expectation of privacy.

4.5 **Spamming and Invasion of Privacy**

Sending of unsolicited bulk and/or commercial messages over the Internet or using the Internet for activities that invade another's privacy is prohibited.

4.6 **Intellectual Property Right Violations**

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including, but not limited to, patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party is prohibited.

4.7 **Defamatory or Abusive Language**

Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another is prohibited.

4.8 **Forging of Headers**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message is prohibited.

4.9 **Hacking**

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system is prohibited. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

4.10 **Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities**

Distributing information regarding the creation of and sending Internet viruses, worms,

Trojan Horses, ping, flooding, mail-bombing, or denial of service attacks or like matters is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment is prohibited.

4.11 Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software is prohibited.

4.12 Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders is prohibited.

4.13 Other Illegal Activities

Using the Service in violation of applicable local, state and federal laws and regulations, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services is prohibited.

4.14 Resale

The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale is prohibited.

Policy Statement 5: Violations

Violations of this policy may result in the loss of computer privileges, potential loss of library privileges and possible prosecution.

5.1 Notice of Violations of the Acceptable Use Regulations

The Bedford Public Library requests that anyone who believes that there is a violation of the Acceptable Use Regulations direct the information to the Library Director.

5.2 Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that Bedford Public Library does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the Bedford Public Library to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN

STATEMENTS BY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5.3 **No Consequential Damages**

UNDER NO CIRCUMSTANCES WILL THE BEDFORD PUBLIC LIBRARY, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT THE BEDFORD PUBLIC LIBRARY MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$1. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

5.4 **Attorney's Fees**

In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

5.5 **Governing Law**

This agreement shall be governed, interpreted and construed according to the laws of the State of Texas.

5.6 **Venue**

Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Tarrant County, Texas.

5.7 **Indemnity**

You agree to indemnify and hold harmless City of Bedford, its and their suppliers and licensors, officers, directors, employees, agents and affiliates 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 the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that the Bedford Public Library may assert under this Agreement or by law.

5.8 Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Bedford Public Library's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Bedford Public Library's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by the Bedford Public Library with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and the Bedford Public Library with respect to its subject matter and supersedes all prior writings or understanding.

Policy Statement 6: Sanctions

The User agrees to comply with Library and City policies and with all applicable laws, including the regulations and codes of the City of Bedford. Failure to do so may result in the loss of future use and other action deemed appropriate by the Bedford Public Library and/or the City of Bedford.

6.1 It is the responsibility of the individual to read and agree to the current version of the procedures. Examples of prohibited usage include, but are not limited to:

- Using the Internet workstations for any illegal purposes
- Engaging in any activity that is deliberately offensive or creates an intimidating or hostile environment.
- Representing oneself as another person or using the Internet to transmit obscene, threatening, or harassing materials.
- Viewing, displaying, or printing explicit graphical images in violation of *Texas Law: PC 43.24, Sale Distribution, or Display of Harmful Material to Minor*.
- Damaging or destroying equipment, software, or data belonging to the Library or to other users.
- Violating computer system or network integrity, including attempts to bypass network security
- Violating copyright laws

6.2 Violation of the Internet Use Procedures will result in any or all of the following consequences:

- 1) First offense – Verbal Warning with Sanctions Handout

- 2) Second offense - Denial of Internet privileges for one month.
 - 3) Third offense - Denial of Internet privileges.
- 6.3 Any illegal activity on the public computers observed by library staff may result in permanent loss of library card privileges and be subject to prosecution by local, state or federal authorities.
 - 6.4 Parents or guardians of minors who violate the procedures will be notified in writing of any sanction and the reason for the sanction. The Library Director or his/her appointed agent will make decisions regarding the consequences of violating the Internet Use Procedures.
 - 6.5 Persons using library equipment agree not to make any changes to the setup or configuration of the software or hardware. Individuals who intentionally damage the hardware or software are financially liable.

Policy Statement 7: Web Filtering Policy

In compliance with the Children's Internet Protection Act (CIPA), the Bedford Public Library filters public computers and the wireless network. Customers using the computers or wireless access must agree to comply with the Acceptable Public Access Computer and Wireless Use Policy.

- 7.1 Library Internet access, including the WiFi network, is filtered for images and videos containing adult content that would generally be considered obscene or pornographic in nature.
- 7.2 Web sites related to health, sexuality, art, fashion, etc. should not be blocked.
- 7.3 Web sites containing other potentially objectionable or offensive material other than pornography should not be blocked.
- 7.4 No Internet filter is 100% accurate. It is possible that sites that should not be blocked will be, and sites that should be blocked will not be.
- 7.5 Customers who encounter sites they believe should or should not be blocked, within the parameters outlined in 1.4 – 1.6 are encouraged to submit a Request for Reconsideration of Access to Web Site form.
- 7.6 Library staff will review the site and make a determination as soon as possible.

BEDFORD PUBLIC LIBRARY

WEB FILTERING REQUEST FOR RECONSIDERATION FORM

Please complete the form to request that a web site be blocked or unblocked on the public computers and wireless network. Library staff will review the request usually within two weeks. Customers providing contact information will be notified of the decision.

DATE: _____

BLOCK UNBLOCK
(CHECK ONE)

WEB SITE NAME: _____

WEB SITE ADDRESS (URL): _____

REASON: _____

NAME (optional): _____

ADDRESS (optional): _____

PHONE NUMBER (optional): _____

EMAIL ADDRESS (optional): _____

