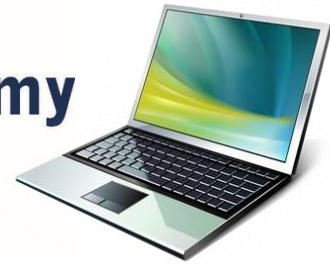




The Maritime Academy of Toledo



Technology Policy

The Maritime Academy of Toledo (“Academy”) is pleased to provide computer and internet access (“Network”) to students (“Users”) who agree to abide by this agreement. In exchange for the use of the Network resources, either on-site or by remote access, the User understands and agrees to the following:

1. **Privilege** – The use of the Network is a privilege, which may be revoked by the Academy at any time and for any reason.
2. **Scope of Acceptable Use** – The Network shall be used for educational purposes only, including:
 - a. to assist in the collaboration and exchange of information,
 - b. to facilitate personal growth in the use of technology; and
 - c. to enhance information gathering and communication skills.

The Academy periodically may make determinations on whether other incidental non-educational uses of the Network are consistent with this Agreement. Uses that interfere with normal Academy business or educational activities are prohibited and may be cause for disciplinary action at the discretion of the Academy. It is within the rights of the Academy to periodically modify the list of acceptable use. The Academy, in combination with the Information Technology Center (ITC) providing Internet access, will utilize filtering software or other technologies designed to restrict users from accessing visual depictions that are (1) obscene, (2) pornographic, or (3) harmful to, or in any way exploitative of minors, as these terms are defined and interpreted by the Children’s Internet Protection Act [47 U.S.C. § 254 (h) and (1)] and applicable state and federal law. As it is impossible to limit access to all materials that may be considered to be inappropriate, users are responsible for their use of the Network and are required to avoid sites that are inappropriate for the educational setting. Users are prohibited from taking any measures to override the filtering software. The Academy shall monitor the user’s online activities, through direct observation and/or technological means, to endeavor to ensure that users are not accessing such depictions or any other

materials that are inappropriate for the educational setting. To the extent practical, steps shall also be taken to promote the safety and security of users when utilizing e-mail, chat rooms, instant messaging, and other forms of direct electronic communication.

1. **Access** — Selected Network resources are intended only for the use of their registered users who agree to abide by this Agreement. Users shall not share their password(s) with others or otherwise allow anyone unauthorized access to the Network. A user is responsible for any violations of this agreement committed by someone who, with the user’s express or implied permission, accessed the Network with the user’s password.
2. **Supervision** — All use of the Network by a User must be done with supervision by an Academy staff member.
3. **Network Etiquette** — Use of the Network has great potential to enhance productivity of the users. The Network, however, could also be abused. Each user must abide by generally acceptable rules of Network etiquette, which include but are not limited to:
 - a. Users shall not obtain copies of or modify files, other data, or passwords belonging to other users without express authorization by the Academy’s ITC.
 - b. Users shall not misrepresent themselves on the Network.
 - c. Users shall not use the Network in any way that would disrupt the operation of the Network; abuse the software and/or hardware; or excessively consume limited computer, paper or telephone resources, such as through spamming, creating or forwarding mass e-mails, sending chain letters, or extensively using the Network for non-curriculum-related communications or other purposes exceeding the Scope of Acceptable Use under this agreement.
 - d. Users shall not create or transmit (Share) harassing, threatening, abusive, defamatory or vulgar messages or materials. This includes any post on social media sites regardless of the intent of the post.
 - e. Users shall not reveal any personal information beyond directory information about themselves, other students, or Academy employees, including social security numbers, passwords, etc.

- f. Users shall not create, transmit, or download any materials:
 - i. that are in violation of Academy Policies or any state or federal law, including but not limited to confidential information, copyrighted materials, material protected by trade secrets, and any materials that would violate the Academy’s Harassment Policy; or
 - ii. that include the design or detailed information for the purposes of creating an explosive device, materials in furtherance of criminal activities or terrorist acts, threatening materials, or pornographic, sexually explicit, or obscene materials.
 - g. Users shall not use the Network for any commercial activities, such as buying, advertising, or selling goods or services, unless doing so is pre-approved by the Academy. The Academy shall not be liable for any transactions, costs, damages, or fees incurred by a user through the Network, or for any illegal actions, including copyright violations, which a user performs through the Network.
 - h. Users shall not use any software or program not already on Academy equipment unless authorized by the Academy’s ITC.
4. **Web Sites** — Web sites created for school community organizations through the Network or linked to the Academy’s web site must relate specifically to officially sanctioned organization activities and programs. The Academy reserves the right to require that material and/or links to other sites found to be objectionable be altered or removed. All web pages under this Agreement, other than the official Maritime Academy of Toledo web page, must prominently display the following disclaimer: The views and opinions expressed on this web site are not necessarily those of the Maritime Academy of Toledo.
5. **Service Disclaimer** — The Academy does not warrant that the functions of the Network will meet any specific requirements the user may have, or that the Network will be error free or uninterrupted; nor shall the Academy be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use or operate the system.

6. **Reservation Of Rights** — The Academy administrators and/or Network managers may perform the following actions for any legitimate reason, including but not limited to for the purposes of maintaining system integrity and insuring the users are using the Network consistently with this Agreement: to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the Network and any and all materials, files, information, software, communications, and other content transmitted, received or stored in connection with this usage. The Academy reserves all rights to any material stored in files which are generally accessible to others and will remove any materials which the Academy, at its sole discretion, believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The Network and all information, content, and files contained therein are the property of the Academy, and users should not have an expectation of privacy regarding those materials.
7. **File Transfers** — A user may not transfer files, shareware, or software from information services and electronic bulletin boards without prior authorization from the Academy ITC. The user may be liable to pay the cost or fee of any unauthorized file, shareware, or software transferred, whether intentionally or accidentally. For each file received through a file transfer, the user must check the file with a virus detection program before opening the file for use.
8. **Security** — If a user identifies a security problem with the Network, the user must notify a Network administrator, teacher, or principal immediately. Users must report all activities that are illegal or in violation of Academy Policies to a teacher or principal. All users agree to cooperate with the Academy in the event of an investigation into any alleged misuse or security breaches of the Network.
9. **Vandalism** — ***Vandalism is prohibited.*** For the purpose of this Agreement, vandalism is any malicious attempt to harm or destroy software, hardware, data of another user, other Network resources, or the use of the Network to harm or destroy anything on the Internet or outside networks. Vandalism includes but is not limited to the uploading, downloading, creating or transmitting of computer viruses, worms, Trojan horses, or other destructive programs or applications. Should the user cause the Network to become infected with a virus or other destructive program or

application and the infection causes damage to the Network, or cause damage to any piece of computer equipment, either through vandalism or negligent behavior, **the user may be liable** for any and all repair costs to restore the Network or the affected computer equipment to full operational status in addition to other potential disciplinary measures as determined by the Academy.

10. **Use of Wireless Communication Devices (WCDs)** – Students **are not permitted** to use personal WCDs such as, but not limited to, cell phones, tablets, laptops, or e-book to connect or attempt to connect to networks designated for student, staff, or visitor use without express permission of the Network administrator.
11. **Violations of This Policy** — Any violations of this Policy may result in disciplinary action, including but not limited to restriction or termination of access to the Network, other discipline in accordance with the Student Code of Conduct, referral to legal authorities, and/or other legal action.