

Algonquin College TERMS OF USE AGREEMENT

Computing, network & telecommunications resources

COVERAGE:

This agreement is applicable to the entire Algonquin College community using any device connected to the College data and telecommunications network, including the College hosted live@edu services from any access point, internal or remote (the "College Network"). This agreement includes all privately owned computers connected to the College Network. In this context, the College community includes: all registered students, both full-time and part-time; all paid employees, full-time, part-time and casual; all others associated with the College including board members, retirees, alumnae or volunteers, and such visitors as are granted temporary user status by the College Network.

INTRODUCTION:

Algonquin College encourages the use of computing, network and telecommunication resources to enhance the learning and working environment of the College community. However, access to the computing, network and telecommunication environment at Algonquin College is a privilege to be used in effective, ethical and lawful ways that support the values of the College. The College will endeavor to create an atmosphere that balances respect for individual users with respect for College facilities and College and community standards.

USERID AND USE OF COLLEGE NETWORK

Authorized users of the College Network are issued a unique UserID. The issuance of the UserID and the use of the College Network are subject to the terms of this Agreement.

GENERAL PRINCIPLES

- Computing, network and telecommunication resources are provided primarily to support and further the College mission.
- Users of the College Network are expected to comply with provincial and federal laws and Algonquin College policies and procedures.
- Users are responsible and accountable for their actions and statements in the electronic working and learning environment.
- Users are expected to use reasonable restraint in consumption of these valuable shared resources, and to use them in ways that do not interfere with the study, work or working environment of other users.
- Generally, with respect to computing and telephone accounts established for students, faculty and staff, users will have an expectation of privacy in accordance with the terms of the College's Policy AD02 – Freedom of Information and Protection of Privacy. However, network administrators have access to all email, including data in transit and stored telephone records and if an infraction is suspected, the traffic and files will be investigated in accordance with the applicable College process.
- Information sent and received over the College's computing networks will be subject to the *Freedom of Information and Protection of Privacy Act*, in accordance with its terms.
- In addition, Users accessing external services provided by third parties will be bound by such third parties' policies.

UNACCEPTABLE USES*

***Unacceptable uses as outlined herein are not limited to these examples. If an activity is suspected as being unacceptable, it should be reported to the Director of Information Technology. Many of the unacceptable uses generically described below may also be a breach of the Criminal Code of Canada and may be subject to prosecution in appropriate cases.**

Unauthorized access (hacking): This may include using unauthorized user names, passwords, computer addresses or identities, or modifying assigned network settings to gain access to computer/telecommunication resources and/or data and telephone records, or otherwise attempting to evade, disable or "crack" security provisions of College or external systems.

Vandalism of data: Under no circumstance may a User access, inspect, alter, delete, publish or otherwise tamper with files or file structures (including documents such as email messages) that do not belong to the User without prior consent or authorization for such activity with respect to such files or file structures.

Interference with other users' work: This includes use of any process that causes a user to be deprived of services or resources that they would normally expect to have available. It covers but is not limited to the creation of "Spam," the playing of computer games, the downloading of audio and video files and the introduction of viruses or chain letters.

Squandering resources: Resources are shared and no user may degrade the systems by: unwarranted data space, time and bandwidth consumption through resource-intensive programs, unattended network connections and/or lengthy print jobs. Users who exceed established limits must secure the approval from their immediate supervisor/manager and the Director, Information Technology.

Sharing of account: The College Network is available to groups and individuals for specific academic and administrative purposes. It is not acceptable to give, sell, or otherwise provide computing resources to individuals or groups that do not have explicit permission to use them from the College authority.

Commercial uses: The College Network E.g. Email may not be used to sell or promote products or services for personal gain. This includes uses such as distribution of advertising materials, the offering of network information or services for sale, and private enterprises. Faculty and staff are referred to the institution's policy on these matters.

Individuals should have all email(s) destined for Group Distribution Lists, e.g. Group - Algonquin All Staff authorized by their immediate Supervisor, Manager, Director or Vice-President prior to sending.

Breach of copyright: This includes installing, reproducing and/or distributing copyrighted materials such as proprietary software, publications or files without permission. College software is provided under licence agreements with various vendors and may not be copied or otherwise removed.

Offensive material: Materials not subject to legal sanction may be objectionable or repugnant to persons other than the computer user. Importation or distribution of such material (including, but not limited to material that is obscene, pornographic, -, defamatory, racist, offensive or otherwise inappropriate) is prohibited unless an underlying academic or educational purpose exists. If in doubt the User should obtain explicit permission from the relevant College authority.

Hostile atmosphere: The display of sexually explicit or violent images in public spaces and/or the initiation of unsolicited communication with sexual content contravene the College's sexual harassment policy and will not be tolerated.

Harassment: Harassing or defamatory material may not be sent by electronic means, including email and voice mail, or posted to news groups.

USER CONDUCT

Without limiting the generality of the foregoing, Users specifically agree they shall:

- Be solely responsible for all actions taken under their UserID while their UserID is valid and shall be the sole person authorized to use their UserID;
- Maintain the confidentiality of their passwords, ensure the security of their accounts and maintain appropriate backups of their sensitive data;
- Not let others use their UserIDs;
- Not apply for a UserID under false pretences;
- Not use the College Network for commercial purposes;
- Not engage in any Unacceptable Uses as described in this agreement;
- Not evade or change resource quotas;
- Not take any unauthorized, deliberate action which damages or disrupts the College Network;
- Not take any unauthorized, deliberate action which causes mass consumption of system resources, alters the normal performance of the College Network, or causes it to malfunction, regardless of system location or time duration;
- Not forge, or attempt to forge, electronic mail messages;
- Not attempt to use the College Network in attempts to gain unauthorized access to remote systems; and
- Not attempt to secure a higher level of privilege on the College Network than authorized.

SUBMITTING INFORMATION

Users of the College Network are fully responsible for any material or information that they post, input, upload, provide, submit or transmit through email, the World Wide Web or in any other manner (the "Submitted Information"). Users must ensure that they have all necessary rights and licenses to such Submitted Information.

DISCIPLINE, JURISDICTION AND PENALTIES

Preamble: The College will not act as censor of information available on the College Network, but will investigate properly identified allegations to ensure compliance with the Terms of Use, applicable federal and provincial laws and with College policies and procedures.

Adjudication/disciplinary action: Any violation of these Terms of Use or any other abuse or misuse of the College Network may result in any or all of the following: a) immediate loss of access privileges, b) long-term outcomes including temporary or permanent loss of access privileges, and c) disciplinary action. Violations of law will result in immediate loss of privileges and will be reported to the appropriate College and law enforcement authorities.

THIRD PARTY SERVICES

USERS ARE ADVISED THAT SOME OF THE COLLEGE NETWORK'S RESOURCES ARE PROVIDED BY THIRD PARTIES, WHO MAY BE LOCATED IN THE UNITED STATES OF AMERICA OR OTHER JURISDICTIONS. BY USING THE COLLEGE NETWORK, USERS ACKNOWLEDGE AND UNDERSTAND THAT, ANY CONTENT OR INFORMATION POSTED OR SENT THROUGH THE COLLEGE NETWORK MAY BE HOUSED IN THE UNITED STATES OF AMERICA OR OTHER JURISDICTIONS AND THEREFORE SUBJECT TO THE *USA PATRIOT ACT* AND OTHER APPLICABLE LEGISLATION AND THAT THERE MAY BE REQUIREMENTS TO DISCLOSE SUCH CONTENT.

SERVICE FAILURES

Users acknowledge that from time to time the College Network and attached equipment may fail unexpectedly while using them. Users shall not hold the College or its third party service providers responsible for lost time or data. Users are responsible to take precautions to protect their sensitive data by maintaining appropriate hardcopy or other backups of their sensitive data for their use in the event of a College Network or equipment failure.

AMENDMENTS

The College may change or amend these Terms of Use at any time and from time to time. It is the Users' responsibility to periodically review these Terms of Use to be aware of such modifications. The current Terms of Use are always available at www.algonquincollege.com/its/documents/. A User's continued use of the College Network after such change or amendment is effective shall be deemed to be acceptance of such amended Terms of Use.

PRIVACY

Personal information sent and received over the College's Computing Network is subject to the College's Policy AD02 – Freedom of Information and Protection of Privacy, as well as the Ontario *Freedom of Information and Protection of Privacy Act (FIPPA)* and will be handled in accordance with the terms of each. More information is available at [link to AD02, link to FIPPA]. Users are required to review Policy AD02, the terms of which are incorporated by reference into this User Agreement.

USER AGREEMENT

Users agree that they are solely responsible for all access to, and use of, the College Network through their accounts. In consideration of the issuance of a UserID and the privilege of using the College Network, Users agree to the principles, terms and conditions contained in this Terms of Use Agreement, as amended from time to time, and accept full responsibility for all of the actions committed using their UserID account on the College Network. This document and its content are designed to supplement any and all other College policies and procedures and the more restrictive policy will apply.

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