



TECHNOLOGY RESOURCES

TERMS & CONDITIONS OF USE POLICY

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1	22/ 10 /2009	ERLC Board
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Policy Review Date	December 2019
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Preamble

The Eastern Regional Libraries Corporation (the Corporation) provides public access to a range of: software applications; third party social networking and eResources platforms; and computer hardware resources (hereinafter referred to as 'technology resources'). These resources are made available in a public environment for the benefit and enjoyment of all library members, including temporary members.

These terms and conditions apply to all technology resources provided by the Corporation.

Members accessing technology resources provided by the Corporation premises must agree to the following terms and conditions of use.

Disclaimer

Under no circumstances shall the Corporation, nor individual library staff members, be liable for any direct, indirect, incidental, exemplary or consequential damages (including, but not limited to, loss of data, use, or profits, or interruption, or safety of equipment) however caused and on any theory of liability (including negligence or otherwise) arising in any way out of the use of the technology resources provided by the Corporation, even if advised of the possibility of such damage.

Release

By using the Corporation's technology resources, Members release and discharge the Corporation from any liability which might arise from the use of the resources including liability in relation to defamatory or offensive material or any breach of copyright which may occur as a result of use.

The Corporation does not represent, warrant and/or guarantee that the technology resources are free of errors, virus, interception or interference.

Infringements

Any infringement of these terms and conditions may lead to:

- denial of access to the Corporation's technology services and resources and other services;
- being asked to leave and/or escorted from the premises;
- exclusion from the Corporation's premises for a period set by the Corporation;
- cancellation of library membership; and
- referral to an appropriate legal authority.

Monitoring of Use

All third party social networking platforms facilitated by the Corporation will be regularly monitored. All postings which breach the Corporation's General Terms & Conditions will be immediately removed.

As part of the Corporation's technology resources are designed to be provided in public places usage is monitored by staff for activity that is causing or likely to cause offence, risk or intrusion upon any other person or property on the library premises and/or is a breach of these terms and conditions.

The Corporation may monitor, access and retain the internet browsing history of a member where it reasonably believes there is a breach of its policies or guidelines, or is in receipt of a lawful request to disclose the information.

Any illegal, unauthorized or dangerous activities under Victorian and Commonwealth of Australia laws may be reported to the appropriate authorities.

General Terms & Conditions

1. Access to all Eastern Regional Libraries Corporation (the Corporation) technology services (including wireless networks, internet services, all computer and computer-related equipment) is via library membership and all policies and guidelines of the Corporation.
2. The Corporation reserves the right to change the policies and guidelines relating to the use of the Corporation's technology resources at any time and without notice.
3. The Corporation's technology resources must not be used for any illegal, unauthorized or dangerous purpose and must be used in accordance with Victorian and Commonwealth of Australia laws, and the policies and by-laws of the Corporation.
4. Members must not engage in any activity that interferes with the ability of other Members to use the library and its resources.
5. The Corporation's technology resources must not be used to access material that may be considered offensive to other library Members.
6. Members must not use the Corporation's services and resources to view, print, distribute, display, send or receive images, or graphics of material that violates laws relating to child pornography.
7. Members must not knowingly exhibit or display any material which is harmful to minors in its content, or material that is obscene in any place of public accommodation where minors are or may be present and where minors are able to view the material.
8. Members are responsible for complying with copyright, censorship and other laws and must observe all applicable Federal, State and Local Laws. This includes: processing or copying information that in any way breaches or infringes copyright, patents or any other intellectual property rights; re-tweeting or sharing content without acknowledgement to the original author; posting photos without consent from participants or photographer; copying work such as songs, articles, movies, or software, from a source without being authorised to do so.
9. The Corporation's technology services must not be used to defame; libel; ridicule; or disparage any person or organization. It must not be used to access or display material that is discriminatory or otherwise inappropriate.
10. Members must not use the Corporation's technology resources, including third party social networking platforms, for the purposes of accessing or posting any material that is fraudulent, harassing, threatening, bullying, embarrassing, sexually explicit, profane, obscene, racist, sexist, intimidating, defamatory, insulting, homophobic or otherwise inappropriate or unlawful.
11. Members must not use third party social networking platforms associated with the Corporation to: publish private, personal information without consent; make comments totally unrelated to the content of the forum; add hyperlinks to material that is not directly related to the discussion; publish commercial promotions or spam; solicit funds; sells good; provide content for commercial purposes or for organized political activity; and any other content deemed to be inappropriate by ERLC.
12. The Corporation does not endorse the viewpoints presented, or vouch for the accuracy of the available information from the Internet or third party suppliers, and does not take responsibility for the content or quality of information retrieved from the Internet or third party suppliers.
13. The Corporation assumes no responsibility and no liability for any loss or damage incurred by anyone using the Corporation's technology resources. This includes any loss or harm incurred by a patron from giving personal or financial information across the Corporation's network and the Internet. The Corporation does not guarantee the safety of any information transmitted and Members are advised that they are in a shared network environment which may be unsafe.
14. The Corporation is not responsible for any damage caused to hardware or software due to electric surges, security issues or consequences caused by viruses or hacking.
15. As the Corporation's technology services are designed to be provided in public places usage is monitored by staff for activity that is causing or likely to cause offence, risk or intrusion upon any other person or property on the library premises and/or is a breach of these terms and conditions.
16. All third party social networking platforms facilitated by the Corporation will be regularly monitored. All postings which breach the Corporation's General Terms & Conditions will be immediately removed.
17. The Corporation may monitor, access and retain the internet browsing history of a member where it reasonably believes there is a breach of its policies or guidelines, or is in receipt of a lawful request to disclose the information.
18. The Branch Manager, or his/her delegate, is entitled to make a determination of what constitutes a breach of this Policy.

Software /Hardware

1. Members' devices (e.g. USB flash or portable solid state drives) connected to ERLC technology and/or IT infrastructure will be automatically scanned for viruses, malware and other threats. ERLC does not retain any information or files examined during the scanning process.
2. Members must not load their own or any other software onto Corporation equipment.
3. Members must not damage Corporation equipment.
4. Members must not alter Corporation software. This includes adding, deleting or changing anything on the Corporation's computer equipment.
5. The Corporation is not responsible for equipment malfunction, damage to user disks, and/or "jump or flash" drives, data, or electronic transactions of any type.

Public PCs - Internet or Other Use

1. Access is available during library opening hours and bookings are advised.
2. Bookings can be made in person, via the phone or internet.
3. Members may book up to a week in advance but may only have one future booking per branch.
4. ERLC cannot guarantee its infrastructure will be compatible or function with all devices, accessories, software or websites. The library team are unable to provide technical assistance in these instances.
5. Personal devices must never be physically connected to the ERLC wired network.

Wireless Access

1. Access is available during library opening hours, no bookings are necessary.
2. The Corporation offers a limited number of connections at each of its sites.
3. The Corporation's WiFi network provides for web browsing. Not all sites or protocols will function properly.
4. The Corporation reserves the right to restrict access to certain file types and download sizes.
5. Printing via WiFi may be available for some devices at some branches. Members may access Public PCs to print.
6. Members are responsible for configuring their own equipment. Members must consult their user's manual or contact their hardware or software provider if there are problems accessing the wireless network.
7. The Corporation or its library staff does not provide technical support for establishing or maintaining a connection nor equipment configurations.
8. The Corporation is not responsible for any changes made by a Patron to a wireless device's settings and recommends a note of any settings is made before they are changed.
9. Members are responsible for maintaining up-to-date virus and anti-spyware protection on personal laptop computers and wireless devices.
10. Information sent to and from laptops, or other devices, via wireless means may be captured by anyone with a wireless receiver. Please keep this in mind when accessing personal or business information. Members should only provide personal information to trusted websites, using HTTPS protocols.

Definitions

Corporation	Eastern Regional Libraries Corporation
Eastern Regional Libraries Corporation	Provider of library services on behalf of Knox City Council, Maroondah City Council and Yarra Ranges Council
eResources	Includes internet-based resources such as electronic journals, databases, and electronic books, video and music
Hardware	Refers to the physical parts or components of the computer system such as the monitor, mouse, keyboard, computer data storage, hard drive disk (HDD), system unit (graphic cards, sound cards, memory, motherboard and chips), printers, photocopiers, scanners, etc.
Member	A person who has met the membership eligibility requirements as determined by the Corporation
Patron	Includes customer, consumer, member, user and visitor
Platform	A framework on which applications may be run
Software	Computer software includes all computer programs regardless of their architecture
Staff	Employees of ERLC
Technology Resources	Includes (amongst others) software applications; third party social networking and eResources platforms; and computer hardware resources
Third party social networking	Platforms such as Facebook, Twitter, etc.
WiFi	technology that allows an electronic device to exchange data or connect to the internet wirelessly using radio waves

Other Relevant Policies & Guidelines

- Membership, Access & Use Policy
- Code of Conduct ~ Patrons
- Information Privacy Policy
- Information Collection Statement
- Closed Circuit Television (CCTV) Policy