**The College of the Florida Keys**

**Computer Use Policies**

**Computer Lab Usage**

**Acceptance of Terms of Use**

The College provides computer usage free of charge to the College’s faculty and staff, and currently

enrolled students (referred to as “User”) under these Terms of Use. By utilizing the College’s computing

facilities and services, user is indicating agreement to be bound by these Terms of Use.

**Modification of these Terms of Use**

The College may modify these Terms of Use at any time at its sole discretion. The College will provide

users with reasonable notice of any such changes and continued use of the College’s computer facilities

will be conditioned upon each user’s affirmative acceptance of any such changes.

**Modification of the College’s Computing Services**

The College may modify or discontinue computing services with or without notice to any user, with

liability to any User or any third party.

**General Guidelines**

* Students must provide a jump or thumb drive for storage or email documents to themselves while using our computer services.
* No student work is to be saved or stored on the computer hard disk even temporarily. Any work left on the hard disk can and will be deleted.
* No food, candy, or drinks will be permitted in any computer facility or classroom. Absolutely NO exceptions will be permitted.
* The computer should not be turned on or off. Ask for assistance if needed.

**Privacy**

Although it is the College’s policy to respect the privacy of users, use of our computing facilities is not

private, and may be reviewed by system administrators as part of normal operations. The College

implies no privacy or secrecy for those using our computing services.

**Illegal Use**

The College’s computer facility and network may be used only for lawful purposes. Transmission,

distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This

includes, without limitations, material protected by copyright, trademark, trade secret, or other

intellectual property right used without proper authorization, and material that is obscene, defamatory,

constitutes an illegal threat or violates export control law.

**Time Limits**

Time limits can and will be set to assure the greatest access for the greatest number of customers. Time

limits will be posted and will be enforced when the demand exceeds the supply of workstations

available. We have the right to change these time limits to allow the greatest access to the greatest

number of customers. Wireless access is available in the library to those with laptops.

**Hardware and Software**

Unauthorized distribution (downloading or uploading) of copyrighted material over the Internet,

including peer-to-peer file sharing, is considered copyright infringement. Copyrighted material that may

not be shared without authorization includes print, recorded music (often in the form of MP3 or MP4

files), video games, video, television shows, software, electronic data (such as electronic books and

magazines), performances, and computer software. Copyright infringement may subject a student to

civil and criminal liabilities.

Installing any software onto these systems is not permitted.

Please do not bang, hit, move, connect, or disconnect any hardware items. For assistance, ask the

person on duty.

Computers are to be used for schoolwork only.

Please use only the software needed for your course and on which you have had training. Do not

explore other software on these systems or on the Local Area Network.

Do Not:

(a) delete any software programs, files, or directories/folders on these systems

(b) reconfigure any software programs installed on these systems

(c) create your own directories or folders

(d) change any Windows desktop settings

(e) attempt to fix problems on your own. Ask for help at the front desk.

**Virus Detection and Removal**

All the College’s computing facility computers have virus-checking software.

**Computer Policy**

**Indemnification**

User agrees to indemnify and hold each of the College, their parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of User’s use of the College’s computing facility, the violation of these Terms of Use by User, or the infringement by User or any other user of User’s account, of any intellectual property or other right of any persons or entity.

**Violation of Policies**

Violation of these Terms of Use may result in temporary or permanent loss of access to any or all of the College’s computing facilities with other disciplinary actions as appropriate.

**Disclaimer of Warranties**

(a) User expressly agrees that use of the College’s computing facilities is provided on an “as is” and “as available” basis. The College makes no warranty that the College’s computing facilities will meet User’s requirements or that the computing facilities services will be uninterrupted, timely, secure, or error free.

(b) User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the College’s computing facilities is at User’s own discretion and risk and that User will be solely responsible for any damage to User’s computer system or loss of data that results from the download of such materials and/or data.

(c) The College makes no warranty regarding any goods or services purchased or obtained through the College’s computing facilities or any transaction entered through the Internet.

(d) No advice or information, whether oral or written, obtained by User from the College or through the College’s computing facility shall create any warranty not expressly made herein.

**Limitations of Liabilities**

The College shall not be liable for any direct, indirect, incidental, special, or consequential damages, resulting from the use or the inability to use the College’s computing facilities.

**Applicable Law**

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to its conflict of the law’s provisional authority.

The information contained in this section has its basis in Public Law 93.380. This is further enhanced however, by Florida State Board of Education Administrative Rule 6A-14.51 and The College’s Board of Trustees Rule 7.600. Copies of these rules are maintained on the College’s website.

**Computers Available to Students**

The library has two computer labs. The computers are available for student, faculty, and staff. Printing is available at $.015 per sheet for black and white. Computer users are encouraged to use a jump or thumb drive to save their work. Please contact the library at, 305-809-3196 or see the website of the U.S. Copyright Office, especially their FAQ’s for additional guidance. An exhaustive list of websites from which you may legally obtain copyrighted material is published by EDUCASE.

**The College Library Acceptable Internet Use Policy**

**Internet Use**

Library internet access is intended primarily as an informational resource to support the educational and research needs of our college students, faculty, and staff. Access is granted to support cultural, social and community services programs of the College. The College’s students, faculty and staff retain priority for computer use. Community use of the computers for short-term academic purposes is available based on availability as determined by library staff. The College’s Library internet use is NOT allowed for commercial or illegal purposes. Wireless access is available in the library to those with laptops.

**Internet Content Responsibilities**

The Internet is a global network of multimedia information with no central authority or governing body. The library can and does recommend interesting and useful internet sites and resources for our customers to explore. The primary gateway to recommended sites is through the College’s library website. However, providing a link in no way means we are responsible for the content of those sites. Because the internet has no governing body, there may be material that is offensive to some customers. It is the customer’s responsibility to monitor use. Sites containing nudity, obscenity, or graphic violence are not considered appropriate due to public terminal display. Accessing such sites may result in the revocation of computer privileges.

Customers must comply with U.S. Copyright Laws.

**Time Limits**

Time limits can and will be set to assure the greatest access for the greatest number of customers. Time limits will be posted and will be enforced when demand exceeds the supply of the workstations available. We have the right to change these time limits to allow the greatest access to the greatest number of customers.

**Downloading / Changing Configuration**

Customers are not permitted to make permanent changes to browser configuration, such as default email address. If a customer does any of the above without permission from a library staff member, we have the right to deny further access. Documents should be saved to a jump or thumb drive or emailed. Documents saved to the desktop of the library computers will not be available after the computers are restarted.