

Public Libraries of Lancaster County Cooperative Internet and Computer Use Policy

The public libraries of Lancaster County strive to meet the cultural informational and educational needs of the communities we serve.

The Library System of Lancaster County (LSLC) is a consortia of libraries made up of independent public libraries in Lancaster County, their branches, a bookmobile and administrative offices. This policy serves all entities, employees and volunteers of LSLC and all services provided on location and remotely. This policy covers equally the physical locations and human representatives of LSLC.

Policy Goal: LSLC (LSLC, the library, libraries or public libraries) will offer equal access to electronic resources for individuals (user, users) with library records in good standing. A library may amend this policy with additions that suit their situation and community.

Internet Access: Equal access to the resources of the Internet is an important option. The Internet is an unregulated medium and not all information is appropriate for all audiences. Some information is inaccurate, offensive, and/or illegal. Though the library does use filtering software in accordance with the Child Internet Protection Act (CIPA), it is not possible to filter/screen out all inappropriate, offensive or illegal material.

Responsibilities of Library Staff and Users: It is the responsibility of the person using electronic resources to monitor their own use and/or the use of their dependent minor. Users are responsible to handle electronic resources and equipment responsibly. Users are to save data to a remote drive or preserve their information in a personally relevant manner. Library computers will not save data locally and the library will not be held responsible for lost data due to file-save failure, computer time-out, or any other reason.

PARENTS ARE ENCOURAGED, AND MAY BE REQUIRED, TO COME TO THE LIBRARY WITH MINOR CHILDREN TO SUPERVISE INTERNET SESSIONS.

Disclaimers:

- Library staff may monitor an individual's use of WiFi and public access computers.
- The user, and/or user's parent/guardian, is responsible for his/her Internet session at all times.
- LSLC specifically disclaims any warrant as to the retrieved information's accuracy, timeliness, authoritativeness or usefulness for a particular purpose.
- LSLC, public library corporations and staff will have no liability for direct, indirect or consequential damages related to the use of its computing resources.
- Software and information from any source, including the Internet, may alter a host computer. The libraries are not responsible for damage to users' disks, computers, or any other electronic device or for the loss of data that may occur from use of a library or Internet resource.
- Users are responsible for any equipment, software or network damages that occur while using the resources.

- Library computers will not save files and will log the user off after a short period of inactivity. The library will not be responsible for any lost data.
- Information transmitted across the Internet, regardless of the security protocol of the host agencies, may become public. Computer users are responsible to safeguard their personal information. The Library will not be held responsible for any security breach.

Unacceptable Computer Use

Unacceptable computer uses include and are not limited to:

- Uses that violate the law or encourage others to violate the law
- Uses that cause harm to others or damage to their property
- Uses that jeopardize the security of the computer network or other computers via the Internet
- Uses that are deemed harmful or compromise the safety and security of minors. The term "harmful to minors" is defined by the Communications Act of 1934 (47 USC Section 254 [h][7])
- Displaying, downloading, or copying offensive or inappropriate messages, pictures or explicit sexual material as defined in 18 Pa.C.S.A § 5903.
- Violating US Copyright law. The law prohibits unauthorized use of copyrighted materials except when permitted by "fair use" principles. Do not copy or distribute electronic materials (including text, images, audio-material, programs, e-mail or data) without the explicit permission of the copyright holder.
- Uses that violate confidentiality of information or put the identity of any person at risk.
- For safety reasons, minors may not disclose passwords; provide others with private information about themselves or others, including credit card and social security card numbers; and/or arrange face-to-face meetings with someone met via the Internet or computer network.

Procedures for Computer Use

To use a public internet computer or electronic device patrons must have a valid library card from LSLC in good standing. Member Libraries may choose to grant permission to a visitor on a limited basis if computers are available.

An "Internet Usage Agreement" must be signed. If under age 18, a "Parental Permission Form" must be signed by the patron's parent or legal guardian in the presence of library staff.

Computer users must be able to employ the computer on their own, and may be asked to demonstrate their ability to use the computer without damaging it.

Patrons must leave a workstation immediately when asked by a staff member.

Patrons may not download materials onto the computer's hard drive or attempt to add, modify or remove any system element.

Patrons may download only information which is legal to copy.

Patrons will refrain from using sounds or visuals which might be disruptive to others.

The Member Libraries do not offer email accounts. Patrons may use library computers to access email from outside providers such as MSN, Hotmail, Yahoo, Gmail, etc.

Patrons may not alter or attach equipment, other than a remote storage device, to the library's hardware, or alter, add or attempt to alter programs or device settings.

Patrons are responsible for any damages they do to the equipment or software.

Printing may be available from computer stations. Member Libraries will establish prices and methods for printing and other computer related services. These costs may vary from location to location.

Response to Violations

The patron's access to the Library's computer network and Internet is a privilege, not a right. A patron violates this policy by his or her own action. Failure to comply with this policy and its procedures will result in the forfeiture of the patron's access to computers at **any of the Member Libraries of the Library System of Lancaster County**. The first offense will result in a loss of computer privileges for one month. The second offense will result in a loss of computer privileges for six months. After the third offense, the patron will lose all computer privileges indefinitely. Decisions regarding the appropriate response to violations will be made by the Director of the Member Library at which the offense occurred, or by his/her designate. Appeals should be made in writing and submitted to the Member Library Director's attention. Responses will be made within 30 days of receipt of the appeal. Access to the County's public libraries may be terminated until the Director has made a written response to the appeal.

Copyright

U.S. Copyright law (Title 17, U.S. Code) prohibits unauthorized reproduction or distribution of copyrighted materials except when permitted by "fair use" principles. Users may not copy or distribute electronic materials (including text, images, programs, e-mail or data) without the explicit permission of the copyright holder. Responsibility for the consequences of copyright infringement lies solely with the user, as LSLC Member Libraries expressly disclaim any liability or responsibility resulting from such use.

Date _____

Computer User Contract – Valid for up to 3 Years (expires concurrent with Library card)

Name _____

Library Card Number _____

Signed at Location _____

Address _____

Are you 18 years of age or older? YES NO If no, give date of birth _____

I have read, understand and agree to comply with the Public Libraries of Lancaster County Cooperative Internet and Computer Use Policy and Disclaimers. I further understand any infraction of the agreement will result in the loss of my computer privileges. I agree to hold LSLC and its representatives harmless for any and all loss, problem, or damage resulting from my use of Library computers or internet access. Further, I agree to indemnify LSLC for any loss or liability that I may incur as a result of any violation of the Computer Usage Policy (stated or unstated) by me.

Signature _____ Date _____

Staff Witness _____ Date _____

If the user is under the age of 18 a parent or legal guardian must sign below

By signing below I give permission for my child to use the Library computers and/or access the internet and that I am the legal guardian. I understand by signing this contract they may use the computers, under the agreement as stated here and on the Public Libraries of Lancaster County Cooperative Internet and Computer Use Policy and Disclaimer, without my immediate supervision.

Parent/Guardian Signature _____ Date _____

Staff Witness _____ Date _____

LSLC prohibits “displaying, downloading or copying offensive or inappropriate messages, pictures or explicit sexual material as defined in 19 Pa. C.S.A. § 5903.”

U.S. Copyright Law (Title 17, US Code) prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of “fair use.” Users may not copy or distribute electronic materials (including electronic mail, text images, programs, or data) without the explicit permission of the copyright holder. Responsibility for any consequences of copyright infringement lies with the user.

I understand that should I violate any portion of the Public Libraries of Lancaster County Cooperative Internet and Computer Use Policy and Disclaimer either explicitly or implicitly I shall lose all computing privileges within LSLC.