

POLICY STATEMENT

INTERNET, Public Use of

APPROVED BY: Richmond Hill Public Library Board

REVISED: March 21, 2002

INTRODUCTION

The Richmond Hill Public Library is providing public access to the Internet and its resources to fulfill the library's mission to respond to the educational, cultural, leisure and other information needs of the community of Richmond Hill in keeping with the Canadian Library Association's Statement on Intellectual Freedom, and the Canadian Charter of Rights and Freedoms.

ACCESS

All Internet sites are accessible from the Library's general use Internet workstations, although some designated workstations may allow directed access only to selected sites. For example, access on some workstations may be limited to commercial databases, specialized genealogical searching, or children's sites.

The Library takes no responsibility for the accuracy or content of information accessed over the Internet. The Library has no control over these resources, nor does it have complete knowledge of what may be accessed through the Internet.

The Library recognizes that the Internet may contain controversial material. In providing access to Internet resources, the Library complies with principles of intellectual freedom as expressed in the *Canadian Charter of Rights and Freedoms*, as well as the Canadian Library Association's *Statement on Intellectual Freedom*.

Responsible, ethical use of the Internet and its resources is required of all users.

Staff reserve the right to limit time on the Internet as necessary to allow access to all users.

ACCESS BY CHILDREN

The Internet may contain material that is inappropriate for viewing by children. Parents, guardians or caregivers are responsible for monitoring and supervising their children's use of the Internet and its resources.

USER AGREEMENT

The User Agreement will appear on the opening screen of each Internet session, and the User will indicate understanding and compliance to the Library's Public Internet Use Policy and the User Agreement, which is part of the Policy, by clicking a button marked "I Agree".

PUBLIC INTERNET USE POLICY

USER AGREEMENT

By clicking the I agree button located here or at the bottom of the screen, the user of this Internet station agrees to the Richmond Hill Public Library's Public Internet Use Policy and to this User Agreement.

Preamble:

In keeping with the Canadian Library Association's *Statement on Intellectual Freedom*, and the *Canadian Charter of Rights and Freedoms*, the Richmond Hill Public Library is pleased to provide access to the Internet and its resources.

While valuable information can be found on the Internet and its resources, users may find some material to be objectionable. The Library has no control over these resources and takes no responsibility for the content of the information accessed, or otherwise provided, over the Internet.

The Library does not endorse or guarantee the accuracy of information found on the Internet and its resources.

Parents, guardians and caregivers are responsible for their children's use of the Internet and its resources.

Use of the Library's Internet workstations for illegal activities is prohibited;

Users are responsible for ensuring that they comply with copyright and any other associated intellectual property rights or laws;

The Library is a public place and hence users will employ common sense and courtesy towards others in their use of the Internet and will comply with the Library's Patron Code of Conduct;

Library staff reserve the right to limit time on the Internet as necessary to allow for access to all users.

Users of Internet workstations will comply with the Public Internet Use Policy, as approved by the Richmond Hill Public Library Board, March 21, 2002.

User Agreement:

The Richmond Hill Public Library Board's Public Internet Use Policy ("Policy") focuses on responsible use of the Internet and its resources (the "Services") and avoiding practices which degrade the usability of the network for all Internet users. It is a legal contract made between you ("You" or "User") and The Richmond Hill Public Library Board ("Library") and governs the use by you of the Services.

Lawful Purposes

You may only use the Services for lawful purposes.

Prohibited and Unacceptable Use

Use of the Services in violation of any legislation or regulation is prohibited. You further agree not to use the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Services or the Internet or encourage conduct that would constitute a criminal offense or give rise to civil liability.

Unacceptable use includes, but is not limited to, posting, transmitting or otherwise distributing, reproducing or providing access to information, messages, or software that :

- constitutes materials legally judged to be threatening offensive, or obscene;
- constitutes "spam", which includes but is not limited to, unsolicited e-mail messages, mail bombing or any other abuse of Internet servers;
- contains a virus or other harmful or disruptive components;
- is defamatory, obscene, pornography or hate literature;
- constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;
- constitutes material protected by copyright or other intellectual property rights, without prior authorization from the rights holders(s);
- is in violation of software and data license agreements;
- is confidential third party material protected by trade secret, whether or not you were aware of the content of the material or of the relevant law.

Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of the Library's or a third party's network, data or information.

The above practices constitute abuse of Services. Therefore, the Library's terms and conditions of service prohibit these practices, which can result in suspension and potentially cancellation of Library privileges. Illegal use of the Library's computing resources may be subject to prosecution under federal, provincial or municipal law.

Library's Reservation of Rights and Disclaimers

The Library reserves the right to, in our sole determination and without notice, to remove any material or data and to block the use of the Services for one or more users when their use or purpose does not meet this Policy.

The Library will fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement authorities.

You acknowledge that some content, products or services available with or through the Services may be offensive or may not comply with applicable laws. You assume total responsibility and risk for access to or use of content and for your use of the Services. The Library assumes no responsibility whatsoever for the accuracy or content of information accessed over the Internet. The Library has no control over these resources, nor does it have knowledge of what may be accessed through the Internet.

The Library recognizes that the Internet may contain controversial material. In providing access to Internet resources, the Library complies with principles of intellectual freedom as expressed in the Canadian Charter of Rights and Freedoms, as well as the Canadian Library Association's Statement on Intellectual Freedom.

The Internet may contain material that is inappropriate for viewing by children. Parents, guardians and caregivers are responsible for monitoring and supervising their children's use of the Internet.

The Library assumes no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to the Internet, the Services or use of content.

Privacy

The Library cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. We therefore recommend that the Services not be used for the transmission of confidential information.

The Library has no obligation to monitor the Services. However, in accordance with privacy legislation, we may electronically monitor the Services from time to time and disclose any information that is necessary to satisfy any law, regulation or lawful request.

Violation of Acceptable Use Policy

Nothing contained in this Policy shall be construed to limit the Library's actions or remedies in any way with respect to any of the foregoing activities. We reserve the right to take any and all additional actions it may deem appropriate with respect to such activities, including without

limitation taking action to recover the costs and expenses of identifying offenders and removing them from our Services. In addition, the Library reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

You will indemnify and hold the Library harmless from any claim brought by third parties alleging that use of our Services by the User has infringed any applicable Canadian or international legislation or regulation. You shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgments finally awarded against the Library arising from such claims. You shall give the Library notice of any claim you are involved with or aware of. The Library will cooperate with other online and Internet service providers to discourage and resist abuses of acceptable use policies. The Library reserve the right to take corrective action upon notification to the Library of unacceptable use by you on other networks. The Library reserves the right to, at our discretion and without notice, remove any material or data and to block the use of the network for one or more users when their use or purpose does not meet the Policy.