

**ALPENA COMMUNITY COLLEGE
INTERNET ACCEPTABLE USE POLICY**

**January 2002
TERMS OF SERVICE**

Before signing up for an account with Alpena Community College's Dial In/E-mail services, you must review and accept the Terms and Conditions.

If user is under the age of 18 years, the signature of a Parent or Guardian will be required.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

Alpena Community College Internet connections are operated through services with MICHNET. By completing the registration form you are indicating your agreement to be bound by all of the terms and conditions set forth in this document.

When you provide an alternate E-mail address upon registration, you agree to receive E-mail notification and other messages at that address including, without limitation, offers sponsored or delivered by Alpena Community College or its agents.

All users of Alpena Community College's external Internet connections (i.e., MichNet) shall comply with the evolving "Acceptable Use" policies established by the external Internet governing bodies. The current MichNet policies are available on this site or at <http://www.merit.edu/michnet/policies/privacy.html>.

2. DESCRIPTION OF SERVICE

Alpena Community College is providing its Members with a capability to send and receive electronic mail ("E-mail") via the World Wide Web and on Alpena Community College's Mail system. Charges for Internet services are defined on the contracts. Members however, are required to provide all equipment, including a computer, software, and modem, necessary to establish a connection to the MICHNET Dial-in Modem Pools and pay any telephone service fees associated with such access.

Alpena Community College Internet Service provides a dial-in connection, one E-mail account, and limited technical support.

3. MEMBER OBLIGATIONS

In consideration for this Service, you agree to provide certain information about yourself as prompted to do so by the Service, and update this information as necessary to keep it current, complete and accurate. All information provided by you on original sign up shall be referred to as registration data ("Registration Data"). If any information provided by you is inaccurate, "Alpena Community College" retains the right to terminate your membership and all associated rights to the Service.

4. MODIFICATIONS TO TERMS OF SERVICE

Alpena Community College may change the Terms and Conditions of service from time to time. Your continued use of the Service constitutes an affirmative acknowledgment by you of the Terms and Conditions and any subsequent modifications made to them and your agreement to abide and be bound by them.

5. MODIFICATIONS TO THE SERVICE

Alpena Community College reserves the right to modify or discontinue the Service with or without notice to its Members. Alpena Community College shall not be liable to its members or any third party should they exercise their right to modify or discontinue the Service.

6. PRIVACY POLICY

It is Alpena Community College's policy to respect the privacy of its Members. Therefore, Alpena Community College will not monitor or judge, edit, or disclose the contents of its Members' private communications unless required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on Alpena Community College or to protect and defend the rights or property of Alpena Community College. As a Member, you acknowledge and agree that Alpena Community College neither endorses the contents of any Members communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising from or any crime facilitated thereby.

As a Member you acknowledge and understand that certain technical processing of E-mail messages and their content may be required to send and receive messages; conform to connecting networks' technical requirements; conform to the limitations of the Service; or conform to other similar requirements.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY, VIOLATIONS

Once you become a member of the Service, you will receive a password and an account. You, alone, are responsible for maintaining the confidentiality of your password. Furthermore, you are entirely responsible for any and all activities, which occur, under your account. You must immediately notify Alpena Community College of any unauthorized use of your account or any other breach of security known to you. You may change your password at any time by following instructions provided.

Report any violations of the terms of this agreement by Alpena Community College Internet Service members to abuse@alpena.cc.mi.us.

8. DISCLAIMER OF WARRANTIES

Member expressly acknowledges and agrees that use of the service is at member's sole risk and that the service is provided on an "as is" and "as available" basis.

Alpena Community College expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Alpena Community College makes no warranty that the service will meet member's requirements, or that the service will be uninterrupted, timely, secure, or error free. Alpena Community College makes no guarantees as to the results that may be obtained from the use of the service or the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected.

Member understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is at the member's own risk and member is solely responsible for any damage to member's computer system or loss of data that results from the download of such material and/or data.

Alpena Community College makes no warranty regarding any goods or services purchased or obtained through the service or any transactions entered into through the service. No advice or information, whether oral or written, obtained by member From "Alpena Community College" or through the service shall create any warranty not expressly made herein.

9. LIMITATION OF LIABILITY

Alpena Community College shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the service or for cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the service or resulting from unauthorized access to or alteration of member's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if "Alpena Community College" has been advised of the possibility of such damages.

10. NO RESALE USE OF THE SERVICE

Your right to use the Service is personal to you and provided to you by Alpena Community College. Therefore, a Member may not resell or make any commercial use of the Service provided by Alpena Community College.

11. E-MAIL MESSAGE STORAGE AND OTHER LIMITATIONS

Alpena Community College assumes no responsibility for the deletion or failure to store E-mail messages. Alpena Community College has set no fixed upper limit on the number of messages you may send or receive through the Service; however, there is a five (5) hour limit on connection time per login and processes which have been idle for more that 20 minutes will be disconnected. Alpena Community College retains the right, at its sole discretion, to determine whether or not a Member's conduct is consistent with the letter and spirit of the Terms and Conditions of this service.

Subscribers have access to a limited amount of storage space. This space will be set for 10 megabytes. In addition, Alpena Community College may enforce the following limits when resource shortages occur; total connect time per day may be limited, users or processes which are using excessive resources may be cancelled or restricted, programs and utilities which cause performance problems or crashes may be restricted or removed, reduction of storage space.

Alpena Community College may terminate Service if a Member's conduct is found to be inconsistent with the intent of this agreement.

12. MEMBER CONDUCT

You are solely responsible for the contents of your transmissions through the Service. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. Therefore, you agree: (1) to comply with all applicable United States laws regarding the transmission of technical data exported from the U.S. through the Service; (2) that you shall not use the Service for illegal purposes; (3) that you shall not interfere or disrupt networks connected to the Service; and (4) that you shall comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, your conduct is subject to Internet regulations and MichNet policies and procedures. Members may not use the Service to send chain letters, junk mail or spam (unsolicited bulk E-mail) or to communicate with any person who has not given specific permission to be included in such communications. In addition, you may not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. Members may not interfere with another Member's use and enjoyment of the Service or another entity's use and enjoyment of similar services. Alpena Community College will be the sole arbiter of what constitutes obscene, abusive, or objectionable language.

Alpena Community College may, at its sole discretion, immediately terminate Service should Member's conduct fail to conform with these Terms and Conditions.

13. INDEMNIFICATION

You agree to indemnify and hold Alpena Community College, its officers, directors, employees, subsidiaries, affiliates, successors and assigns, harmless from any third party claim or demand, including reasonable attorneys' fees, made in connection with or arising out of your use of the Service, your violation of the Terms and Conditions, or the infringement by you, or other users of the Service using your membership, of any intellectual property, right of privacy or publicity, or other right of any person or entity.

14. TERMINATION/CANCELLATION

Alpena Community College may terminate the Service with or without cause at any time and effective immediately. Termination shall be accompanied by a written notice. Alpena Community College shall not be liable to you or any third party for termination of Service.

Should Member object to any terms and conditions of this service or any subsequent modifications thereto or become dissatisfied with the Service in any way, your sole and exclusive recourse is to immediately discontinue your use of the Service and notify Alpena Community College of your cancellation.

Upon termination of the Service, your right to use the Service immediately ceases and you shall have no right and Alpena Community College shall have no obligation thereafter to forward any unread or unsent messages to Member or any third party.

15. NOTICE

Except as otherwise indicated herein, all notices to you from "Alpena Community College" or from you to Alpena Community College shall be in writing and shall be made via email or conventional mail. Alpena Community College may post notices or messages through the Service to inform Members of changes to the Service, or the Terms and Conditions of service, or other matters of importance; such postings shall constitute sufficient written notice to Member.

16. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

You may enter into correspondence with or participate in promotions of the Advertisers marketing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the corresponding Member and the Advertiser. Alpena Community College assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

17. PROPRIETARY RIGHTS

Content, such as text, software, sound, graphics or other material, including that contained in advertisements or information presented to you when using Alpena Community College's Dial In/E-mail Services, may be protected by copyrights, trademarks, or other laws or third-party rights.

18. LAWS

This Terms and Conditions agreement shall be governed by and construed in accordance with the laws of the state of Michigan, excluding its conflict of law provisions. Both Member and "Alpena Community College" agree to submit to the exclusive jurisdiction of the courts of the state of Michigan.

If any provision(s) of these Terms and Conditions are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Alpena Community College's failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Alpena Community College in writing. Member and Alpena Community College agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

By agreeing to these Terms and Conditions you certify that all information you supply to this service is true and correct to the best of your knowledge.

19. INTERNET POLICY UPDATE

(01/07/2002)

Alpena Community College will begin scanning for viruses on incoming and outgoing E-mail on the mail server and will return the infected E-mail back to the sender. **Alpena Community College does not guarantee virus free E-mail for any user of Alpena Community College's E-mail system.** The anti-virus program will only block known viruses. The anti-virus program on the E-mail server will block infected E-mail to and from Alpena Community College's E-mail server only, it will not block viruses from other mail services (AOL, HotMail, etc.), web pages, and other sources that may also infect your personal computer. It is imperative that users of Alpena Community College's E-mail services "***maintain an anti-virus program on their personal computers***". The virus detect program on the E-mail server is only acting as a first line of defense against viruses, it is the "***end users responsibility***" to insure that the virus programs installed on their respective computers are up to date.