

# **AURORA LEARNING COMMUNITY ASSOCIATION**

## **Acceptable Use and Terms of Use Policy**

### **REASON FOR THE POLICY**

The quality of information published by the Aurora Learning Community Association (ALCA) is vital to its reputation and image. All web pages and resources associated with ALCA are official publications of ALCA. As such, all creators and users of web pages and resources should adhere to these ALCA "Acceptable Use and Terms of Use Policy" statements. This Policy has been developed to ensure that all information published electronically is (1) correctly representative of ALCA; (2) accurate, well written, and visually appealing; and (3) on par with ALCA print publications.

The services of ALCA are provided to promote the administrative, educational, and research efforts of all ALCA users. All persons utilizing these services are responsible to ensure that computing resources are used in an ethical and lawful manner.

ALCA users are encouraged to create pages relevant to their position in ALCA. The Content of pages should relate to one's ALCA position. Personal information may be included, if the information follows all ALCA policies and is intended to "humanize" the page creator. The views and opinions expressed in these web pages are strictly those of the page authors. Links to sites not on the ALCA server are permitted, provided the Contents of the linked sites conform to ALCA Policy.

### **GENERAL PRINCIPLES**

The following general principles provide a basic framework for determining acceptable behavior and conduct when using resources provided by ALCA:

- Use ALCA resources for appropriate ALCA activities only.
- Do no harm to the ALCA environment.
- Do no harm to other ALCA users.

## **SPECIFIC POLICIES**

### **CONTENT**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (Content) are the sole responsibility of the person from whom such

Content originated. This means that you, and not ALCA, are entirely responsible for all Content that you upload, post, or otherwise transmit via ALCA. ALCA does not control the Content posted via ALCA and, as such, does not guarantee the accuracy, integrity, or quality of such Content. All users, therefore, agree that all access and use of ALCA is at the user's own risk. Under no circumstances will ALCA be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content transmitted via ALCA.

## **MEMBER CONDUCT**

You agree that you **will not** use ALCA to:

- upload, post, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, an ALCA official, community leader, or forum moderator, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through ALCA;
- upload, post, or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- upload, post, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, degrade, or limit the functionality or performance of any computer software or hardware or telecommunications equipment;

- interfere with or disrupt ALCA or servers or networks connected to ALCA, or disobey any requirements, procedures, policies or regulations of networks connected to ALCA;
- "stalk" or otherwise harass another;
- collect or store personal data about other users;
- attempt to degrade the ALCA system performance or capability; and/or
- examine, change, or use another person's (or institution's) username, password, files, or e-mail.

You shall always identify yourself appropriately and undertake no activities anonymously. You are responsible for all usage of your account. You should never permit another person to use your account.

### **INDIVIDUAL RESPONSIBILITY FOR CONTENT**

You acknowledge that ALCA staff does not pre-screen Content, but that ALCA and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via ALCA. Without limiting the foregoing, ALCA and its designees shall have the right to remove any Content that violates the Policy or is otherwise objectionable. ALCA makes every effort to keep all data at the ALCA site accurate and up-to-date, but makes no warranties or representations regarding the data. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by ALCA or submitted to ALCA, including (without limitation) information in ALCA forums, and in all other parts of ALCA.

You acknowledge and agree that ALCA may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal processes; (b) enforce the Policy; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of ALCA, its users, and the public.

You understand that the technical processing and transmission of Content, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **INDEMNITY**

You agree to indemnify and hold ALCA and its subsidiaries, affiliates, officers, agents, and co-branders or other partners and employees harmless from any claim or demand, including attorneys' fees made by any third party, due to or arising from Content you submit, post, or transmit through ALCA, or any claim or demand made because of your use of ALCA, connection to ALCA, violation of the Policy, or violation of any rights of another.

## **MODIFICATIONS TO SERVICE**

ALCA reserves the right at any time to modify or discontinue, temporarily or permanently, ALCA (or any part thereof) with or without notice. You agree that ALCA shall not be liable to you or to any third party for any modification, suspension, or discontinuance of ALCA.

## **PRIVACY**

Electronic media on all ALCA systems are as private as ALCA can make them. System administrators will not read another person's data unless necessary in the course of administrative duties, and will treat the Content of those data as confidential information at all times. ALCA will not make personal information about its users commercially available. Attempts by any person to access another person's electronic information or systems information and parameters will be treated with the utmost seriousness.

## **TERMINATION**

The administrators and moderators of each ALCA community are responsible for monitoring their own sites for compliance with ALCA policies. Should the ALCA Board become aware of a violation of policies, the responsible parties (community administrators, moderators, and members) will be notified and given a specific time (generally, a year) within which to correct the situation. If the violation continues at the end of that time period, the responsible community will then be removed from the ALCA network or be charged the full fair market value of the ALCA solutions – a substantial penalty as most ALCA members pay only 15 percent of fair market value.

You agree that ALCA, at its sole discretion, may terminate your password, account (or any part thereof), or use of ALCA, and remove and discard any Content within ALCA, for any reason, including, without limitation, lack of use or violation or inconsistency with the letter or spirit

of the Policy. ALCA may also, at its sole discretion and at any time, discontinue providing ALCA, or any part thereof, with or without notice. You agree that any termination of your access to ALCA under any provision of this Policy may be affected without prior notice, and acknowledge and agree that ALCA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or to ALCA. Further, you agree that ALCA shall not be liable to you or any third-party for any termination of your access to ALCA.

Violations of these policies by ALCA users will result in the revocation of ALCA privileges. In addition, such actions may result in disciplinary review, sanctions, dismissal from the ALCA system, and legal action. Violations of the above policies may constitute a criminal offense, punishable by local, state, or federal law.

#### **AGREEMENT**

I have read the above policies and will abide by them. I understand that ALCA privileges may be revoked and other disciplinary action taken if I fail to abide by these policies.

**SSN:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Signature of User:** \_\_\_\_\_

**Signature of ALCA President, Executive Vice-President, or Designee:**  
\_\_\_\_\_

**ALCA Position** \_\_\_\_\_

**Date:** \_\_\_\_\_