

# Pointe Coupee Parish Library Policy & Procedures Manual SECTION 18

## ELECTRONIC RESOURCES

### SECTION 18.1: ACCESS TO ELECTRONIC RESOURCES

#### 1. Affirmation of Mission

As affirmed in the mission statement, the Pointe Coupee Parish Library provides patrons with the best and most current information resources possible including online electronic information resources. Electronic resources are not a replacement of traditional resources, but an enhancement of these resources. The Library Board has adopted the ALA Statement on Electronic Information, Services and Networks:

*"Freedom of expression is an inalienable human right and the foundation for self-government. Freedom of expression encompasses the freedom of speech and the corollary right to receive information. These rights extend to children as well as adults. Libraries and librarians exist to facilitate these rights by providing access to, identifying, retrieving, organizing, and preserving recorded expression regardless of the formats or technologies in which that expression is recorded."*

#### 2. Electronic Resources and Users Responsibility

Electronic resources contain a wealth of valuable information. However, users should be aware that some information may be inaccurate, outdated, or offensive. Use of these resources carries with it a responsibility to evaluate the quality of the information accessed. Lawful use of electronic resources is the individual's responsibility. Parents, not the library, are responsible for the use of these resources by their children.

#### 3. Confidentiality of Use

Access to and use of electronic resources have the protection of Louisiana State Law regarding confidentiality (L.A. R.S.44:13).

#### 4. Available Uses

Patrons are encouraged to use the electronic resources workstation for the following purposes:

- \* Access to information
- \* Cultural and recreational enhancement

- \* Development of research skills
- \* Acquisition of hard copies of electronic data

## **5. Limitations**

Access to electronic resources is a shared service and should be treated appropriately. Library staff has the right to determine the rules and regulations for electronic access. Violations of these rules and regulations will result in loss of access. In accordance with the library's general policy, appeals of such loss should be addressed in writing to the Library Director.

Prohibited uses include the following:

- \* Any violation of local, state or federal law.
- \* Illegal, unauthorized, or commercial purposes.
- \* Manipulation of or unauthorized access to internal hardware and/or software.
- \* Transmission or downloading of any material in violation of state or federal laws including the following:
  - sending, receiving, or displaying obscene text or graphics.
  - copying or downloading of any material in violation of copyright law.

Because of the limited number of workstations, time limits may be imposed when demand is high. The time limit during peak periods will be set by the Librarian. Designated terminals may be reserved by Library Personnel for use at specified times.

## **6. Costs**

There is no charge for use of the electronic resources and to access the information therein. However, patrons may have to assume printing costs as well as costs of storage devices (USB or formatted disc) for use in library terminals. Rates will be set by the Library Board of Control.

## **7. Damage and Abuse of Resources**

Perpetrators of malicious damage or abuse to the equipment or resources will be prosecuted to the full extent of the law. The Library reserves the right to seek recovery of monetary damages for the cost of replacement and/or repair of equipment destroyed or damaged through the intentional or negligent act of any user.

Adopted 6/10/98  
Reviewed 3/10/2010  
Revised 7/13/2011

**SECTION 18.2 ELECTRONIC ACCESS AGREEMENT**

**Pointe Coupee Parish Library  
Electronic Access Agreement**

The Pointe Coupee Parish Library is not responsible for materials viewed. **The user is responsible for any fees or damages that may occur while using the workstation.**

I have read the electronic access policy of the Pointe Coupee Parish Library and understand that the library is not responsible for accuracy, timeliness or offensiveness of information found on this resource. I agree to uphold the standards and use requirements set forth in this policy or by this library.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Library Card Number

\_\_\_\_\_  
Date

Adopted 6/10/2008  
Reviewed 3/10/2010  
Revised 7/13/2011

**SECTION 18.3 ELECTRONIC ACCESS FOR MINORS PERMISSION FORM**

## **Pointe Coupee Parish Library Electronic Access for Minors Permission Form**

Because of the high costs and delicate nature of complex electronic and mechanical equipment, children under the age of **16** will be required to have a parent or guardian present when using the workstation. If the parent or guardian cannot be present with their under-aged children while using the computer workstation, they may sign this form. This allows their children to use the computer workstation. **The parent or guardian is responsible for any fees or damages that may occur. Also, the public library is not responsible for materials the minor may view. The parent or guardian of the minor child will remain at all times the responsible party for the electronic use/viewing of said minor child. The Pointe Coupee Parish Library assumes no responsibility for minor children within the confines of the library; by the use of library equipment by minor children; or by the use of electronic resources by minor children. The parent or guardian is the sole responsible party for the acts of their minor child.**

I have read the electronic access policy for the Pointe Coupee Parish Library and understand that the library is not responsible for accuracy, timeliness or offensiveness of information found on this resource. I agree to uphold the standards and use requirements set forth in this policy or by this library.

\_\_\_\_\_  
**Signature of Minor**

\_\_\_\_\_  
Printed name of minor

\_\_\_\_\_  
Date

\_\_\_\_\_ (minor) has permission to access the Internet using workstations at the Pointe Coupee Parish Library. My signature indicates that I have read the library's electronic access policy and understand that the library is not responsible for accuracy, timeliness, or offensiveness of information found on this resource. **Parents, not the library, are responsible for the use of these resources by their children.**

\_\_\_\_\_  
**Signature of Parent or Guardian**

\_\_\_\_\_  
Printed name of Parent or Guardian

\_\_\_\_\_  
Date

Adopted 6/10/98  
Reviewed 3/10/2010  
Revised 7/13/2011

## **SECTION 18.4 ELECTRONIC MAIL TERMS OF SERVICE**

# **Electronic Mail TERMS OF SERVICE**

**By using the Pointe Coupee Parish Library (PCPL) computers for electronic mail you agree to the following Terms of Service. Please read them carefully.**

### **Summary of Terms of Service**

- A. You agree to provide, or you acknowledge that you have provided, true and correct information about yourself in the PCPL Terms of Service registration form.
- B. You agree not to use the Service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, tortuous, or otherwise objectionable, or that infringes or may infringe the intellectual property or other rights of another.
- C. You agree not to use the Service for the transmission of "junk mail", "spam", "chain letters", or unsolicited mass distribution of messages or use the Service to collect or harvest personal information about other users.
- D. You agree that PCPL may in its sole discretion terminate your account if it believes you have in any way violated the Terms of Service.

## **I. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

**BY COMPLETING THE REGISTRATION PROCESS AND SIGNING THE TERMS OF SERVICE FORM, YOU ARE AGREEING TO BE BOUND BY THE RULES AND REGULATIONS OF THE POINTE COUPEE PARISH LIBRARY.**

## **II. DESCRIPTION OF SERVICE**

PCPL is providing User with the capability to send and receive electronic messages, electronic mail, alerts and other material and information via the World Wide Web. PCPL does not charge User for the Service. User understands that PCPL provides no assistance, including any technical or customer support, to the User, and that your use of the Service is at your own risk.

### **III. USER'S REGISTRATION OBLIGATIONS**

In consideration of use of the Service, User agrees to: (a) provide true, accurate, current and complete information about User as prompted by the Registration Form, and (b) to maintain and update this information to keep it true, accurate, current and complete. This information about a User shall be referred to as "Registration Data". If any information provided by User is untrue, inaccurate, not current or incomplete, PCPL has the right to terminate User's account and refuse any and all current or future use of the Service.

### **IV. USE OF REGISTRATION DATA**

User agrees that PCPL may use Registration Data for in-house purposes. User information will not be disclosed to third parties, except as authorized by User or User's representative or as required by law or legal process, or as set forth in Paragraph VI below.

### **V. MODIFICATIONS TO SERVICE**

PCPL reserves the right to modify or discontinue, temporarily or permanently, the Service with or without notice to User. User agrees that PCPL shall not be liable to User or any third-party for any modification or discontinuance of the Service.

### **VI. PRIVACY POLICY**

PCPL considers messages transmitted via the Service to be the private correspondence between the sender and recipient. PCPL will not monitor, edit or disclose the contents of a User's private communications, except that User agrees PCPL may do so: (a) as required by law; (b) to comply with legal process; (c) to respond to claims that such contents violate the rights of third-parties; (d) to protect the rights or property of PCPL or others.

User understands and agrees that technical processing of communications is and may be required (a) to send and receive messages; (b) to conform to the technical requirements of connecting networks; (c) to conform to the limitations of the Service; or (d) to conform to other, similar technical requirements.

User acknowledges and agrees that PCPL does not endorse the content of any User communications and is not responsible or liable for any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, tortuous or otherwise objectionable content, or content that infringes or may infringe the intellectual property or other rights of another.

User agrees that it shall not request or solicit any credit card information or other personal financial information from any user via the Service. PCPL will not, as part of the Service ever solicit credit card information or other personal financial information from a User.

### **VII. MEMBER ACCOUNT, PASSWORD AND SECURITY**

User will receive a password and account designation upon completing the registration process. User is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities which occur under User's password or account. User agrees to immediately notify PCPL of any unauthorized use of User's password or account or any other breach of security.

## **VIII. MEMBER CONDUCT**

User agrees to abide by all applicable local, state, national, and international laws and regulations in User's use of the Service, and agrees not to interfere with the use and enjoyment of the Service by other Users. User agrees to be solely responsible for the contents of User's transmissions through the Service.

User agrees (a) not to use the Service for illegal purposes; (b) not to interfere with or disrupt the Service or servers or networks connected to the Service; (c) to comply with all requirements, procedures, policies and regulations of networks connected to the Service; and (d) to comply with all applicable laws regarding the transmission of technical data exported from the United States.

User agrees not to transmit through the Service any unlawful, harassing, and libelous, privacy invading, abusive, and threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. User agrees not to transmit any material that violates the rights of another, including but not limited to the intellectual property rights of another. User agrees not to transmit any material that violates any applicable local, state, national, or international law or regulation. User agrees not to attempt to gain unauthorized access to other computer systems or networks connected to the Service. User also agrees not to impersonate or create a false identity of any person. Finally, User agrees not to transmit "junk mail", "spam", "Chain letters", or unsolicited mass distribution of commercial messages. User agrees not to use the Service to collect or harvest personal information, including, without limitation, financial information, about other users of the Service.

User acknowledges that your ability to send and receive electronic messages and other information may be blocked by PCPL and by other users which may partially or wholly limit User's ability to use the Service. By using the Service, User agrees that PCPL has no responsibility for the assessment, or for resolving any disputes arising from blocking User's ability to send messages or otherwise use the Service.

## **IX. INDEMNITY**

User agrees to indemnify and hold PCPL and its affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, User's connection to the Service, User's violation of the Service, or User's violation of any rights of others.

## **X. EMAIL STORAGE**

PCPL assumes no responsibility for the deletion or failure to store email messages. PCPL may establish an upper limit on the size of message storage it will maintain for User.

## **XI. TERMINATION**

User agrees that PCPL may terminate User's password, account or use of the Service if PCPL believes (a) that User has violated or acted inconsistently with the letter or spirit of the law, or (b) that User has violated the right of PCPL or other users or parties. User further agrees that PCPL may terminate User's password, account or use of the Service if User fails to use the Service at least one time during a reasonable period of time as determined by PCPL from time to time which period shall not be less than three months.

User acknowledges and agrees that any termination of service under this Agreement under any provision of this Agreement may be effected without prior notice, and acknowledges and agrees that PCPL may immediately delete email files in User's account and bar any further access to such files or the Service.

## **XII. DEALINGS WITH ADVERTISERS**

User's correspondence with or participation in promotions of advertisers found on the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between User and such advertiser. User agrees not to hold PCPL liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## **XIII. DISCLAIMER OF WARRANTIES**

USER EXPRESSLY AGREES THAT USE OF THE SERVICE AND THE PRODUCT IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

PCPL MAKES NO WARRANTY THAT THE SERVICE WILL MEET THE USER'S REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PCPL MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED.

PCPL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY, CURRENTNESS OR RELIABILITY OF THE MESSAGES RECEIVED OR REQUESTED VIA THE SERVICE OR ANY OF THE INFORMATION, MATERIAL OR CONTENT CONTAINED THEREIN. USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM THE SERVICE IS DONE AT USERS 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 MATERIAL AND/OR DATA.

PCPL MAKES NO WARRANTY AND SHALL NOT BE LIABLE FOR ANY GOODS, SERVICES, INFORMATION OR OTHER MATERIAL DISPLAYED, PURCHASED OR OBTAINED THROUGH OR FROM THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. PCPL SHALL NOT BE LIABLE FOR ANY DELAYS, OMISSIONS, OR ERRORS IN THE MATERIAL AND SHALL NOT BE LIABLE FOR ANY RELIANCE THEREON.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM PCPL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

## **XIV. LIMITATION OF LIABILITY**

USER AGREES THAT PCPL 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 PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF PCPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

USER FURTHER AGREES THAT PCPL SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT.

# Electronic Mail Terms Of Service Agreement Form

By using the Pointe Coupee Parish Library electronic mail service, I acknowledge I have read all Terms of Service carefully. By signing below, I agree to abide by all rules, regulations and policies as set forth in Electronic Mail Terms of Service.

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Signature

---

Printed Name

---

Date

---

Library Card Number

---

Password(Optional)

\* Electronic mail will only be offered to Adult library patrons.

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