

ESU #1 INTERNET ACCOUNT APPLICATION AND AGREEMENT

Your signature below verifies your acceptance of the Educational Service Unit #1 **TELECOMPUTING ACCOUNT RULES** and the conditions outlined in this entire form.
Email accounts not accessed within 90 days will be deemed "inactive" and shall be deleted.

Name: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (____) _____ Cell Phone: (____) _____

To check your email, you will need to go to ESU #1's homepage at <http://www.esu1.org>. Click on the computer icon labeled 'Webmail Login' found along the left hand side of the webpage. A login screen will appear. Enter your entire email address (including the @[esu1.org](http://www.esu1.org)) in the top field and hit 'Next'. Enter your password in the 'Password' field and hit 'Sign In'.

Position: (Please select all that apply)

- | | | | | |
|--|---|--|---|---------------------------------------|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Media | <input type="checkbox"/> Physical Therapy | <input type="checkbox"/> Special Education | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Audiology | <input type="checkbox"/> Migrant | <input type="checkbox"/> Psychologist | <input type="checkbox"/> Special Ed Dir | _____ |
| <input type="checkbox"/> Business Office | <input type="checkbox"/> Nurse | <input type="checkbox"/> Secretary | <input type="checkbox"/> Teaching and Learning Team | _____ |
| <input type="checkbox"/> Custodian | <input type="checkbox"/> Occupational Therapy | <input type="checkbox"/> Sign Language Interpreter | <input type="checkbox"/> Tech/Computer | _____ |
| <input type="checkbox"/> Deaf Education | <input type="checkbox"/> Para-Educator-Tower | <input type="checkbox"/> Speech Pathology | <input type="checkbox"/> Vision | |
| <input type="checkbox"/> Early Childhood | | | | |
| <input type="checkbox"/> EDN | | | | |
| <input type="checkbox"/> Finance Office | | | | |

Username: _____@esu1.org Password: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY:

Account Created on: _____ Created by: _____

Email Address: _____ Password: _____

Please retain Standard ESU #1 User Account Rules and ESU #1 Telecomputing Account Rules (pages 2-4) for your records.


STANDARD ESU #1 USER ACCOUNT RULES


The Applicant hereby applies to Educational Service Unit #1 "System Administrator" for the issuance of a Standard ESU #1 User Account. The applicant is referred to herein as the "User". In consideration of the issuance of the requested Standard ESU User Account, User and Educational Service Unit #1 agree as follows:

1. **ISSUANCE OF ACCOUNT.** This application and agreement shall not be effective unless, and until, it is accepted in writing by an authorized representative of the System Administrator.
2. **COMPLIANCE WITH RULES.** User agrees to comply with all STANDARD ESU #1 USER ACCOUNT rules and ESU #1 TELECOMPUTING ACCOUNT rules; as such, rules may be amended from time to time. The STANDARD ESU #1 USER ACCOUNT rules and the ESU #1 TELECOMPUTING ACCOUNT rules are incorporated herein by reference. Notice of such rules, as they are amended from time to time, shall be provided by the System Administrator through the User's district.
3. **RESTRICTED USE.** User agrees not to publish, on or over Network Nebraska, any information which violates or infringes on the rights of any other person or any information which would be abusive, profane, or sexually offensive to an individual, or which, without the approval of System Administrators, contains any advertising or any solicitation of other Users for the purchase or sale of goods or services. User agrees not to use the facilities and capabilities of Network Nebraska to conduct any business or activity, or solicit the performance of any activity that is prohibited by law.
4. **DISCLAIMER OF WARRANTIES.** NETWORK NEBRASKA, EDUCATIONAL SERVICE UNIT #1 AND THE SYSTEM ADMINISTRATOR DO NOT WARRANT THAT THE FUNCTIONS OR SERVICES PERFORMED BY, OR THAT THE INFORMATION OR SOFTWARE CONTAINED ON THE SYSTEM, WILL MEET THE MEMBER'S REQUIREMENTS, THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, AND THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. NETWORK NEBRASKA IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; NETWORK NEBRASKA DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES PROVIDED BY SAME AND ANY INFORMATION OR SOFTWARE CONTAINED THERIN.
5. **NO AGENCY RELATIONSHIP.** User may order services or merchandise from other agencies of Network Nebraska, not affiliated with Network Nebraska, through Network Nebraska. All matters concerning merchandise and services ordered from Network Nebraska, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between Network Nebraska and the User. Network Nebraska, Educational Service Unit #1 or the System Administrator shall not be party to such transactions or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of Network Nebraska.
6. **TELEPHONE CHARGES.** Educational Service Unit #1 and Network Nebraska assumes no responsibility or liability for any phone charges including but not limited to long distance charges, per minute (unit) surcharges, and/or equipment or line costs incurred by User while accessing Network Nebraska. Any disputes or problems regarding phone service are strictly between User, District and his or her local phone company and/or long distance service provider.
7. **UPDATING MEMBER ACCOUNT INFORMATION.** Educational Service Unit #1 may require Users to provide new registration and account information as a condition for continuing service. User shall notify Educational Service Unit #1 of any changes in account information (name, address, phone, etc.)
8. **INDEMNIFICATION.** User shall indemnify and hold the System Administrator harmless of any claim, expense liability, or damage arising out of or in connection with User's use of the system, including but not limited to telephone toll charges, data base access fees, and software charges.
9. **TERMINATION OF ESU #1 USER ACCOUNT.** The System Administrator may terminate a User account with or without cause and with or without prior notice to User.
10. **CONSTRUCTION.** The terms and conditions of this agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Nebraska. Each party consents to the jurisdiction of the courts of the State of Nebraska and the federal court situated in the State of Nebraska in connection with any action to enforce the provisions of this agreement to seek the recovery of damages or other relief for breach or default under this agreement, and/or to seek the enforcement of any other remedy arising under or by virtues of the terms of this agreement.

ESU #1 TELECOMPUTING ACCOUNT RULES


(Adopted July 2011)

 **AUTHORIZATION REQUIRED.** No person may access or use Network Nebraska unless he or she holds a valid user account. The holder of any User account shall be responsible for the ongoing activity through such User account. For the purposes of these rules, "User" shall refer to the holder of any valid User account and any person he or she authorizes to access Network Nebraska through his or her User account and "System Administrator" shall refer to ESU # 1.


 **ONLINE CONDUCT.** Any action by a User that is determined by the System Administrator to constitute an inappropriate use of Network Nebraska or to improperly restrict or inhibit other Users from using and enjoying Network Nebraska is strictly prohibited and may result in termination of an offending User's account. User specifically agrees not to submit, publish, or display on Network Nebraska defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material: nor shall User encourage the use of controlled substances. Transmission of material, information or software in violation of any local, state, or federal law is prohibited and is a breach of the Terms and Conditions.


Each User shall indemnify Network Nebraska, and the System Administrator, for any losses, costs, or damages including reasonable attorney's fees incurred by Network Nebraska, and the System Administrator, relating to, or arising out of any breach of this section (Online Conduct) by user.


Commercial uses of Network Nebraska are strictly prohibited unless prior written consent from the System Administrator has been granted.


 **SOFTWARE LIBRARIES.** Only public domain files, and files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries by User. Any other software may not be uploaded to the software libraries. Any software having the purpose of damaging other Users' systems or the Network Nebraska System (e.g. computer viruses) is specifically prohibited. The System Administrator, at its sole discretion, reserves the right to refuse posting of files, and to remove files. The System Administrator, at its sole discretion, further reserves the right to immediately terminate the account of a User who misuses the software libraries. The System Administrator does not necessarily inspect software uploaded by

Users and Network Nebraska DOES NOT GUARANTEE THE SUITABILITY OR PERFORMANCE OF ANY SOFTWARE DOWNLOADED FROM a Network Nebraska SYSTEM OR ANY OTHER SYSTEM ACCESSED THROUGH Network Nebraska.


 **COPYRIGHTED MATERIAL.** Copyrighted material must not be placed on any system connected to Network Nebraska without the author's permission. Only the owner(s) or persons they specifically authorize may upload copyrighted material to the Service. Users may download copyrighted material for their own use. Any User may also non-commercially redistribute a copyrighted program with the expressed permission of the owner or authorized person. Permission must be specified in the document, or in the System, or must be obtained directly from the author.


 **PUBLIC DOMAIN MATERIAL.** Any User may upload public domain programs to the System. Any User may download public programs for their own use or non-commercially redistribute a public domain program. User assumes all risks regarding the determination of whether a program is in the public domain.


 **REAL-TIME/INTERACTIVE COMMUNICATIONS AREAS.** The System Administrator, at its sole discretion, reserves the right to immediately terminate the account of a User who misuses the real-time conference features (talk/chat/ internet relay chat)


 **ELECTRONIC MAIL.** Electronic mail ("Mail") is an electronic message sent by or to a User in correspondence with another person having Internet mail access. Messages received by the System are retained until deleted by the recipient, but not archived. A canceled Network Nebraska account will not retain its mail. Users are expected to maintain old messages. The System Administrator may remove such messages if not attended to regularly by the User. The System Administrator will not intentionally inspect the contents of Mail or disclose such contents to other than the sender, or an intended recipient, unless required to do so by law or policies of his or her school district, or to investigate complaints regarding Mail which is alleged to contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. The System Administrator

reserves the right to cooperate fully with the User's school district, local, state, or federal officials in any investigation concerning or relating to any Mail transmitted on Network Nebraska.

 **DISK USAGE.** The System Administrator reserves the right to set quota for disk usage on the System. A User who exceeds their quota will be advised to delete files to return to compliance. Users may request that their disk quota be increased by submitting a request via electronic mail to the System Administrator stating the need for the quota increase. A User who remains in non-compliance of disk space quotas after notification may have their files removed by the System Administrator.

 **SECURITY.** Security on any computer system is a high priority, especially when the system involves many Users. If a User feels that they can identify a security problem on Network Nebraska, the User must notify a System Administrator. The User should not demonstrate the problem to others. A User may not allow unauthorized persons to see his or her account and password. Attempts to log into the system using another User's account or as the System Administrator will result in termination of the account. User should immediately change his or her password and then notify the System Administrator if his or her password is lost, stolen, or if User has reason to believe that someone has obtained unauthorized access to his or her account. Any User identified as a security risk or having a history of problems with other computer systems may be denied access to Network Nebraska.

 **VANDALISM.** Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another User, Network Nebraska, or any of the agencies or other networks that are connected to Network Nebraska or the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.


 **TERMINATION OF ACCOUNT.** The System Administrator reserves the right, at its sole discretion, to suspend or terminate a User's account with or without cause and with or without prior notice to the User. Upon such suspension or termination, or as soon after as is practicable, the System Administrator will inform the User of the suspension or termination and provide the User an opportunity to present an explanation. User may request a review hearing with System

Administrator within a reasonable time after such suspension or termination. After the review, the User's account may be restored if the System Administrator finds that just cause has been demonstrated for such action.

A User's access to, and use of, Network Nebraska may be terminated by the User sending Notice to a System Administrator. Terminations by User will be effective on the day that a System Administrator receives Notice or on a future date if so specified in the Notice. Accounts which are inactive for more than 90 days may be removed along with that User's files without Notice given to the User.

NETWORK NEBRASKA RULES

INCORPORATED. All rules promulgated by Network Nebraska, as amended from time to time, shall be incorporated herein by reference and made a part of the ESU # 1 Telecomputing Account Rules.

 **AMENDMENT OF RULES.** The User account rules may be amended by the System Administrator from time to time. Each User shall be provided with reasonable notice of any such amendments through ESU #1.