



North Coast Council Email Account Terms and Conditions

Overview:

All Customers of North Coast Council's (NCC) Managed Email Service ("Service") must comply with this NCC Email Account Terms and Conditions ("Policy"). This Policy outlines the acceptable use of the Service, and is in addition to any restrictions contained in the Agreement. Failure to comply with this Policy could result in suspension or termination of your account. If you do not agree to comply with this Policy, then you must immediately stop all use of the Service and notify NCC to terminate your account.

The purpose of this network is to support education in and among academic institutions to provide access to unique resources and opportunities for collaborative work. Access must be in support of education and research and consistent with the educational objectives of your school district. Use of other organizations' networks or computing resources must comply with the rules appropriate for that network. Customer's use of the Service, and its end users' use of the Service, should be consistent with the purpose of the network.

Changes to this Policy:

NCC may revise this Policy from time to time by posting a new version at www.nccohio.org. Revised versions of this Policy are effective immediately upon posting.

Acceptable Use Policy:

In general, this Policy prohibits uses and activities involving the Service that are illegal, infringe upon the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. Customer Agrees not to use the Service:

- To Transmit any material in violation of—or with the intent to violate—any US or state regulation or to otherwise intentionally or unintentionally violate any applicable local, state, national, or international law.
- To post, store, transmit, upload, disseminate, or otherwise make available information, data, or material that is unlawful, harmful, libelous, threatening, vulgar, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, obscene or defamatory
- To transmit, post, store, upload, disseminate, or otherwise make available any information that infringes on the patent, trademark, trade secret, copyright, or other property rights of any person or entity;
- For commercial activities by for-profit institutions;
- For product advertisement or political lobbying;
- To publish, distribute, transmit, or create derivative works of in any formation or other material obtained through the Service or otherwise that is protected by copyright or other property right, without obtaining any required permission of the owner;
- To transmit spam;
- To send large numbers or copies of the same or substantially similar messages, empty messages, or messages that do not contain any substantive comment, or send very large messages or files that disrupt a server, account, blog, newsgroup, chat, or similar service;
- To harm minors in any way;

- To impersonate any person or entity, including, but not limited to, a NCC official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliate with a person or entity;
- To forge headers or otherwise manipulate identifiers to disguise the origin of anything transmitted through the Service;
- To upload, post, email, transmit, or otherwise make available any email that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- To engage in any conduct that negatively affects other users' ability to engage in real time exchanges;
- To interfere with or disrupt the Service or network connected to the Service; and
- To harass another.

Privileges:

The use of the Service is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrators will deem what is inappropriate use and their decision is final. The system administrators may deny access at any time. The administration of your school district may also request the system administrator to deny, revoke, or suspend access.

NCC also may deny, revoke, or suspend access to the Service at any time if it believes, in its sole discretion, that any Customer or End User is acting in violation of this Policy or of the Agreement. NCC reserves the right to refuse to post or transmit, and to remove or block, any email, in whole or in part that it, in its sole discretion, believes may be in violation of this Policy, or otherwise harmful to the Service, NCC's network, or other another Customer's enjoyment of the Service, regardless of whether the material or its dissemination is unlawful. NCC does not have any obligation to monitor email. From time to time, however, NCC may monitor email for violations of this Policy and as necessary or appropriate to disclose, block, or remove email in accordance with applicable law.

Responsibilities Regarding Service:

NCC is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. NCC also is not responsible for forwarding email to any account that has been suspended or terminated. Such email will be returned to the sender, ignored, deleted, or stored temporarily at NCC's sole discretion. If NCC believes, in its sole discretion, that any subscriber name, account name, or email address on the Service is being used for any misleading, fraudulent, or other improper or illegal purpose, then NCC reserves the right to block access to and to prevent the use of the subscriber name, account name, or email address. NCC may require Customer (or End User) to change subscriber name, account name, or email address.

Security:

Security on any computer system is a high priority, especially when the system involves many users. If identify a security problem related to the Service, you must notify the system administrator. Do not demonstrate the problem to other users. Do not use another individual's account and **never give your password** to another user. Never allow students to use your internet account. Attempts to login into the Services any other user will result in cancellation of user privileges. Attempts to login to the Service as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access.

Customers and End Users should be aware that email communications are not private communications, and that NCC has no control or ability to monitor communications that leave the network.

Vandalism:

Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user or any of the above listed agencies or other networks that are connected to the local network. This includes, but is not limited to, the uploading or creation of computer viruses, destroying other users' files, hacking, etc.

Netiquette:

You are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:

- Be polite. Do not become abusive in your messages to others. Use appropriate language.
- Do not swear, use vulgarities or any other inappropriate language.
- Illegal activities are strictly forbidden.
- Do not reveal any personal information about yourself or others.
- Note that electronic mail (e-mail) is not guaranteed to be private.
- Do not overcrowd your mailbox.
- Do not use the Service in such a way that you would disrupt the use of the network by other users.

Updating User Information:

NCC may occasionally require new registration and account information from the district to continue the Service.

Applicability of Terms and Conditions:

All terms and conditions as stated in this document are applicable to your school district, NCC and all servers connected through NCC.

Disclosure of Information:

NCC may access, preserve, and disclose Customer's account information and content of its End Users if required to do so by law or if NCC believes, in its sole discretion, that such disclosure is necessary to comply with the law, to enforce the Agreement, to respond to claims by third parties, to respond to Customer's service requests, or to protect the rights, property or safety of NCC, another Customer, or the public.

Governing Law:

These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Ohio, United States of America.

Violation of this Policy:

If a user violates any of these provisions, his or her access with NCC will be terminated and future access could possibly be denied.