

PROCEDURE

Title: Internet Policy

Number: LS-12 Cancels: November 18, 2024 Approved: August 15, 2024 Review: August 15, 2027

I. PURPOSE AND SCOPE

Brevard County Libraries (the Library) provides internet enabled computers and Wi-Fi services at all locations as part of its mission to meet the informational needs of its citizens. Access to the Library internet requires all users to accept the Brevard County Libraries' Internet Acceptable Use Statement and Safety Policy, Internet Disclaimer, and/or the Wi-Fi Access Terms of Service and Acceptable Use Policy.

II. DEFINITIONS AND REFERENCE

Children's Internet Protection Act (CIPA) – was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the internet. CIPA imposes certain requirements on schools and libraries that receive discounts for internet access or internal connections through the E-rate program.

E-rate program – a program that makes certain communications services and products more affordable for eligible schools and libraries. In early 2001, the FCC issued rules implementing CIPA.

LS-15 Confidentiality of Patron Records - Florida Statue 257.261

LS-03 Customer Code of Conduct

Florida Statute 815.01 - Florida Computer Crimes Act.

Florida Statute 815.06 – Offenses Against Computer Users.

Internet Acceptable Use Statement and Safety Policy

Internet Disclaimer

Wi-Fi Access Terms of Service and Accept Use Policy

III. INTERNET ACCESS

The internet offers easy access to a vast collection of information. The Library does not endorse the viewpoints nor can it vouch for the accuracy, authority, timeliness or usefulness of the information found. The internet is an unregulated medium that changes constantly and unpredictably. Brevard County Libraries is in no way responsible for the content of sites on the internet. Since not all sites on the internet are accurate, current or complete, citizens must exercise independent judgment to evaluate the validity and appropriateness of the information found.

Due to critical technical and network security requirements or incompatibility with the Library's computers, some internet sites and services may not be accessible on library computers or via the

Wi-Fi system. The Library will block sites that are deemed to contain Viruses, Malware, or any other identified network security risk. These risks will be determined by a reputable, experienced internet filtering vendor and designated Brevard County staff.

Brevard County Libraries cannot in any way guarantee consistent and/or reliable connectivity.

In providing public access to the internet, the Library will remain in compliance with the provisions of the Children's Internet Protection Act (CIPA). Per this compliance, the Library shall endeavor, to the extent practical, to block access to inappropriate matter and visual images on the internet that are defined as "obscene," "child pornography" or "harmful to minors". The Library provides best effort compliance by the use of internet filtering software. The ability to restrict access and exposure to images and information covered by CIPA is subject to the limitations of filtering software. Regarding minors, it is the ultimate responsibility of parents and legal guardians to monitor and guide their own children's use of all library resources, including the internet. Parents are encouraged to take an active role in their children's use of the internet and to talk about their personal values and expectations for their children's use of this resource.

Filters may be temporarily disabled for persons over 18 for bonafide research. Should a citizen require access to a website that is currently unavailable, believed due to the Library's internet filtering software, they may contact a library staff member who will initiate the review process.

Any request for a citizen's internet usage history or otherwise activity on public computers shall be dealt with as outlined in LS-15, Confidentiality of Patron Records.

IV. GENERAL RULES AND LIMITS REGARDING INTERNET ACCESS AND COMPUTER USE

There is no guarantee of privacy in the use of the Brevard County Libraries network/internet services.

Use of the internet or library computers for activities that violate local, state or federal laws is prohibited. This includes activities such as accessing child pornography, committing fraud, hacking, or spreading libel or slander.

Citizens are reminded that the Library's computers and personal devices may be located in public areas that are shared with library users and staff of all ages, backgrounds and sensibilities. Individuals are expected to consider this diversity and respect the sensibilities of others when accessing potentially offensive information or images.

The Library subscribes to the belief that citizens have the right to a secure and safe environment, anyone displaying offensive images of any kind will be asked by staff to exit the images in accordance with the Internet Acceptable Use Statement and Safety Policy.

Citizens are cautioned that the internet is not a secure medium and all transactions, files and communications may be subject to unauthorized access by third parties. The Library cannot in any way guarantee citizen's privacy or security on internet enabled computers or while using the Wi-Fi services. Citizens using the public libraries' internet services should assume an unsecure environment and should take personal measures of security.

The Library cannot in any way guarantee the citizen's external equipment, such as USB drives or personal devices, will be virus or malware free after use at the Library. Nor can the Library be responsible for any loss of data, data corruption, security breaches, or any perceived personal identity/financial information theft while using the Library's internet or any public computer.

The Library cannot in any way guarantee security of electronically transferred information, to or from, via the Library's internet.

It is the responsibility of all users of electronic resources at the Brevard Public Library to respect intellectual property rights. Copyright restrictions may exist for individual electronic resources. Citizens may only make copies allowable by copyright laws or licensed software agreements.

Users of the Library's computers and peripheral equipment are expected to abide by the rules of the Library, including LS-03, Customer Code of Conduct. Copies of these rules are available upon request at any reference desk. Citizens who do not abide by these rules may be barred from the Library, prohibited from using computers or other library equipment and/or prosecuted for illegal activities.

Library staff members are not able to provide in-depth internet or computer assistance but will answer questions and, as time allows, help users locate information via library subscription services, i.e. databases, as well as resources on the internet.

To provide the opportunity for the maximum number of citizens to access library internet enabled public computers, the libraries will establish daily time limits for internet access.

INTERNET USERS SHALL NOT

- Access, transmit, upload, download, or distribute pornographic, obscene, or sexually explicit material.
- Unauthorized access, including hacking and other unlawful activities by individuals online.
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
- Violate any local, state, or federal statute.
- Violate copyright or otherwise using intellectual property of another individual or organization without permission.
- Download to the Library computers' hard drives.
- Make any attempt to cause degradation of system performance.
- Harass other users; disruption or unauthorized monitoring of other users' electronic access.
- Damage or destroy equipment, software, or data belonging to the Library or to other users, including adding, altering, or deleting files on Library workstation hard drives or other Library computer equipment. (See Florida Statute 815.01 & 815.06).

As approved by the County Attorney's office 11/9/2021

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Wendi Bost, Library Services Director

Approved by the Brevard County Library System Board: <u>August 15, 2024.</u>

BREVARD COUNTY LIBRARIES INTERNET ACCEPTABLE USE STATEMENT AND SAFETY POLICY

Brevard County Libraries (the Library) provides internet enabled computers and Wi-Fi services at all locations as part of its mission to meet the informational needs of its citizens.

All internet resources accessible through the Library are provided equally to all Library patrons. Use of the internet must be compatible with the mission of the Library. Inappropriate use, as determined by the Library, will result in immediate cessation of the patron's internet access and or disciplinary action as required.

In providing public access to the internet, the Library will remain in compliance with the provisions of the Children's Internet Protection Act (CIPA). Per this compliance, the Library shall endeavor, to the extent practical, to block access to inappropriate matter and visual images on the internet that are defined as "obscene," "child pornography" or "harmful to minors". The Library provides best effort compliance by the use of internet filtering software. The ability to restrict access and exposure to images and information covered by CIPA is subject to the limitations of filtering software.

Brevard County Libraries may revise this policy at any time. Users are required to read this Internet Acceptable Use Statement and Safety Policy and Internet Disclaimer before proceeding. Users are also responsible for reviewing LS-12 Internet Policy and, if applicable, the Wi-Fi Access Terms of Service and Acceptable Use Policy. Contact a library staff member for a copy of these policies.

All library patrons who utilize this service are expected to do so responsibly using common sense, common courtesy and respecting the rights of others, as well as the Library and its equipment. Inappropriate use includes, but is not limited to:

- Accessing, transmitting, uploading, downloading, or distributing pornographic, obscene, or sexually explicit material.
- Unauthorized access, including hacking and other unlawful activities by individuals online.
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
- Violating any local, state, or federal statute.
- Violating copyright or otherwise using intellectual property of another individual or organization without permission.
- Downloading to the Library computers' hard drives.
- Make any attempt to cause degradation of system performance.
- Harassment of other users; disruption or unauthorized monitoring of other users' electronic access.
- Damaging or destroying equipment, software, or data belonging to the Library or to other users, including adding, altering, or deleting files on Library workstation hard drives or other Library computer equipment. (See Florida Statute 815.01 & 815.06)

Brevard County Libraries makes no warranties of any kind, neither expressed nor implied, for the internet access it is providing. The Library is not responsible for the accuracy, nature, or quality of information gathered through the Library provided internet access. In consideration of the Library providing users with access to the internet, users agree to hold the Library harmless and agree to indemnify the Library from any and all liability arising out of the user's use of the internet. The Library is not responsible for any loss of data, data corruption, security breaches, or any perceived personal identity/financial information theft while using the Library's internet or any public computer. Brevard

County Libraries is not responsible for any commercial transactions that a user participates in while using the Library's internet services.

As approved by the County Attorney's office 11/9/2021.

Brevard County Libraries Internet Disclaimer

In offering internet access, the Library cannot guarantee that information found through the internet is either accurate, authoritative, or factual. Nor can the Library System control access points which often change rapidly and unpredictably.

It is the ultimate responsibility of parents and legal guardians to monitor and guide their own children's use of all library resources, including the internet. Parents are encouraged to take an active role in their children's use of the internet and to talk about their personal values and expectations for their children's use of this resource.

If you feel that information you have obtained via the internet is inaccurate or offensive, we suggest you contact the original producer/distributor of that information.

Provision of the internet does not constitute an endorsement of the content by the Brevard County Libraries.

There is no guarantee of privacy in the use of the Brevard County Libraries network/internet services.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that Brevard County Libraries Wi-Fi Access does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Brevard County Libraries Wi-Fi Access's and that its owners ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY Brevard County Libraries Wi-Fi Access, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL Brevard County Libraries, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Indemnity

You agree to indemnify and hold harmless Brevard County Libraries Wi-Fi Access, its owners, and its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Brevard County Libraries Wi-Fi Access may assert under this Agreement or by law.

Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in a court of competent jurisdiction in and for Brevard County, Florida. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent the parties from seeking interim injunctive relief against one another in a court of competent jurisdiction in and for Brevard County, Florida.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Brevard County Libraries Wi-Fi Access's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Brevard County Libraries Wi-Fi Access's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Brevard County Libraries Wi-Fi Access with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Brevard County Libraries Wi-Fi Access with respect to its subject matter and supersedes all prior writings or understanding.

As approved by the County Attorney's office 11/9/2021.

Wi-Fi ACCESS TERMS of SERVICE AND ACCEPTABLE USE POLICY

Access and acceptable use of the Wi-Fi Service

The library provides free public Wi-Fi access. Your access to the Service is completely at the discretion of Brevard County Libraries.

Wi-Fi access may be blocked, suspended, or terminated at any time for any reason including, but not limited to:

- Violation of this policy
- Violation of LS-12 Internet Policy
- Violation of the Internet Acceptable Use Statement and Safety Policy
- Violation of the Internet Disclaimer
- Actions that may lead to liability for Brevard County Libraries
- Disruption of other users or networks
- Violation of applicable laws or regulations

Brevard County Libraries may revise this agreement at any time. Users must accept this agreement each time prior to using the Library's Wi-Fi and it is the responsibility of the users to review the agreement. Users are also responsible for reviewing LS-12 Internet Policy, the Internet Acceptable Use Statement and Safety Policy, and Internet Disclaimer. Contact the reference department for a copy of these policies.

The use of the Service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the internet using the Service or activities that invade another's privacy.

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

Obscene or Indecent Speech or Materials

Using Wi-Fi to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Brevard County Libraries will fully cooperate with proper judicial orders.

Defamatory or Abusive Language

Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

<u>Hacking</u>

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

Other Illegal Activities

Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

<u>Resale</u>

The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Notice of Violations

Brevard County Libraries request that citizens report any perceived violation of this policy to a library staff member.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that Brevard County Libraries Wi-Fi Access does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Brevard County Libraries Wi-Fi Access's and that its owners ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY Brevard County

Libraries Wi-Fi Access, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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Indemnity

You agree to indemnify and hold harmless Brevard County Libraries Wi-Fi Access, its owners, and its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Brevard County Libraries Wi-Fi Access may assert under this Agreement or by law.

Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in a court of competent jurisdiction in and for Brevard County, Florida. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent the parties from seeking interim injunctive relief against one another in a court of competent jurisdiction in and for Brevard County, Florida.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be

unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Brevard County Libraries Wi-Fi Access's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Brevard County Libraries Wi-Fi Access's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Brevard County Libraries Wi-Fi Access with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Brevard County Libraries Wi-Fi Access with respect to its subject matter and supersedes all prior writings or understanding.

As approved by the County Attorney's office 11/9/2021.