

Heartland Community College Wireless Network Appropriate Use Agreement and Terms of Service

Effective 8/26/2019: this policy replaces any prior policies related to technology resources and information.

APPROPRIATE USE AGREEMENT

Heartland Community College (HCC) students and community members are invited to a wide array of technology resources with granted access through the HCC wireless network. Access to these resources is a privilege. Users are expected to adhere to the following appropriate use rules:

1. Use of the HCC unencrypted Wi-Fi network is for temporary Internet access only.
2. Users are responsible for all activity that occurs under their access.
3. Unauthorized access to institutional system records and information is prohibited.
4. Each user must maintain login id and password security, and must not disclose or share their login id or password to anyone.
5. Users may not engage in any use of campus network resources for illegal activities, such as peer-to-peer file sharing of copyrighted works, including music, pictures, movies, games and other materials.
6. Users must abide by all applicable federal and state laws and regulations, and [HCC Appropriate Use Policy](#).
7. The transmission or reception of obscene, offensive, fraudulent, threatening and discriminatory information is prohibited.
8. Running games and other recreational programs that use excessive bandwidth is prohibited at all times.
9. Viewing or downloading child pornography is a federal criminal offense and prohibited. Violators will be prosecuted to the fullest extent of the law.
10. No one is to aid or act in conspiracy with another to violate any item under these Appropriate Use Agreement and Terms of Service rules.

TERMS OF SERVICE

These Terms of Service govern use of the HCC unencrypted Wi-Fi network. Any usage of the Network represents an agreement to these Terms of Service.

Description of the Network

The Network is provided by HCC and allows access to the Internet via certain HCC access points. To access the Network, users must have a device that is compatible with the specific Wi-Fi equipment deployed at the Location.

The Network is intended for the limited purposes of allowing access to the Internet for e-mail and web browsing. The Network will allow for video streaming, but could be limited based on bandwidth availability and number of users on the network.

Security Warning

The unsecured nature and ease of connection to HCC Wi-Fi hotspots increases the risk that unauthorized persons can access a user's phone, laptop or other device, or communications over the Wi-Fi network. Users should take precautions to lower the security risks. HCC recommends that users with VPN should connect through it for optimum security. HCC also encourages its network users to observe standard security practices by ensuring that: computer hard drives are not shared; laptops have firewall protection; and security software is installed, functional and updated on the device. HCC recommends that you avoid transmitting or accessing sensitive personal information over the Wi-Fi network, and that you only connect to known Wi-Fi hotspots.

Operational Limits of the Service

Network provisioning is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Connection speed may not be suitable for some applications, and particularly those involving real-time or near real-time, high-bandwidth uses, such as video streaming or video conferencing. Users understand and agree that temporary interruptions of the Network may occur as normal events in provision of the Network and that HCC will not be liable for such interruptions. Users further understand and agree that HCC has no control over third-party networks or websites accessed in the course of Network use, and therefore, delays and disruptions of other network transmissions are beyond the control of HCC. HCC will not be liable for any failure of performance, if such failure is due to any cause beyond reasonable control of HCC, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, delays, or delays caused by users or users' equipment.

Information/Password Security

Users shall not share log in credentials, user names, user ids or passwords with any other individuals. Users are solely and fully responsible and liable for all activities that occur under their usage.

Privacy & Resource Activity Monitoring

HCC respects the privacy of the individual. It is not the practice of College administrators or employees of the Information Technology department to access the files created and stored by others or routinely monitor the use of technology resources. Although privacy is valued, it must be balanced with the requirements of assuring system integrity. Consequently, it may be necessary for the Systems Administrator to monitor activity and/or access to files without the consent of the user.

General Use Restrictions

Subject to user acceptance of and compliance with these Terms, users are hereby granted the right to use the Network for the limited purposes of allowing access to the Internet for e-mail and web browsing. The Network will allow for video streaming, but could be limited based on bandwidth availability and number of users on the network.

Limitation of HCC Liability

HCC shall not be liable for any damages suffered as a result of usage of the Network. Moreover, in no event shall HCC be liable for any indirect, punitive, special, incidental or consequential damages (including, without limitation, loss of business, lost revenue, lost profits, loss of use, loss of data, loss of identity, file and system corruption, ransomware or other economic advantage), however they arise, whether for breach or in tort, even if HCC has been previously advised of the possibility of such damage.

Indemnity

Users agree to indemnify and hold harmless HCC, HCC employees and the HCC Board of Trustees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of: (a) content submitted, posted, transmitted or otherwise made available through the Network; (b) use of the Network; (c) violation of these Terms; (d) violation of the HCC Appropriate Use Policy (e) violation of any rights of another; and (e) use of a user access by another individual whether or not such usage is expressly authorized by the registered user.

Liability of the User

Users have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Network and will not make a claim against HCC for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the Network. Users agree to defend, indemnify and hold harmless HCC (including its employees and the HCC Board of Trustees) from, and covenant not to sue HCC for, any claims based on, or stemming from, use of the Network.

Violation and Enforcement Procedures

HCC considers any violation of appropriate use guidelines to be a serious offense. Violators of this policy may be subject to disciplinary action in accordance with this policy and the Code of Student Conduct, up to and including dismissal from the college and/or termination of access to computing resources. In addition to college discipline, violators of this policy may be subject to criminal prosecution, civil liability, or both for unlawful use of any IT resource.

I have read and understand the Appropriate Use Agreement and Terms of Service, and I agree to abide by them. I understand that if there is reason to believe there is a violation of HCC appropriate use policy, my access may become subject to monitoring and examination by authorized personnel. I also understand that any violation of these rules may be a crime and may lead to appropriate legal action or criminal prosecution.

Login

Username:

Password:

Problems?

If you are experiencing difficulty using the HCC wireless network, please call **309-268-8380**. Assistance is available Monday through Thursday 7:30 a.m. – 5:30 p.m. and Friday 7:30 a.m. - 4:30 p.m. Messages may be left after hours which will be returned on the following business day.