

NETWORK USE AGREEMENT

1. OVERVIEW

The University of Ontario Institute of Technology (“Ontario Tech” or “University”) is expanding its Technology-Enriched Learning Environment to support a Bring Your-Own-Device (“BYOD”) Program. Faculties participating in the BYOD Program will require students to use personally-owned computing devices (“Personal Device”) otherwise students will continue to use university-owned equipment (“University Laptop”) for academic purposes.

Access to the University’s wireless local area network and network services (“Network Services”) through use of a Personal Device or a university Laptop is subject to and expressly conditioned upon acceptance, without modification of this Network Use Agreement (“Agreement”), as may be amended from time to time by the University. Use of the Network Services by a student (“User”) is deemed to be acceptance of the terms and conditions of this Agreement.

The use of the University’s Network Services is a **privilege, not a right**. Failure to comply with the terms and conditions set out in this Agreement may result in the revocation of this privilege and/or the imposition of other sanctions.

2. ACCEPTABLE USE OF NETWORK SERVICES

2.1 License. The University grants to the User a non-exclusive, non-transferrable right and license to access and use the Network Services in a specified area with access points which provide Internet connectivity to computing devices.

2.2 Student Credentials. User will access the Network Services using its UserID and password (“Student Credentials”). Student Credentials are for intended for personal use only, and may not be shared with any third party, including friends and relatives. User is responsible for ensuring the confidentiality of its Student Credentials, and is solely responsible for unauthorized use of the Network Services, by any person, resulting from the failure to maintain the security of its Student Credentials.

2.3 Scope of Use. User shall use the Network Services solely for authorized academic and administrative purposes, which may include non-commercial personal use.

2.4 Ethical Standards. User agrees to exercise its rights under this Agreement in a lawful manner and in accordance with the highest ethical standards appropriate for an institution of higher learning.

2.5 University Policies. User is responsible to be familiar with and to comply with all University policies and procedures, as they may be approved, amended and enforced from time to time.

3. MISUSE OF NETWORK SERVICES

3.1 Misuse. Unauthorized use or misuse of the Network Services is strictly prohibited. Misuse includes, but is not limited to:

- Transmitting any information or data, in any form, that is harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, hateful, pornographic, invasive of another’s privacy or is otherwise objectionable;

- Violating or infringing any copyright, trademark, patent or other statutory or other intellectual property right of a third party (i.e. illegally downloading copyrighted material, using pirated software);
- Violating the terms and conditions of a third party agreement;
- Sending unsolicited mass email messages (i.e. spam);
- Excessive use of Network Services;
- Disclosing passwords and/or providing authorized access to Network Services to third parties;
- Engaging in any activities that attempt to undermine, hack or bypass any security mechanism;
- Transmitting any information or data that contains any computer virus, malware, trojan or any other material designed to interrupt, destroy or limit the functionality of any computer hardware, software, or network or otherwise adversely affect access to and use of Network Services;
- Impersonation or other fraudulent activities;
- Engaging in any activity that is or may be harmful to minors;
- Using Network Services to collect personal data or attempt to collect personal information about third parties without knowledge or consent;
- Gaining or attempting to gain unauthorized access to, or make unauthorized use of, any computer facilities, software, data or other information;
- Using Network Services to promote, conduct or maintain commercial activities;
- Engaging in any criminal or other illegal activity.

4. SANCTIONS FOR MISUSE

4.1 Sanctions. Violations of this Agreement will be treated like other allegations of misconduct at the University. Allegations will be investigated and adjudicated in accordance with the University's policies. Any breach of this Agreement or applicable policies may result in disciplinary action. Sanctions include, but are not limited to:

- Verbal or written warnings;
- Restricted or suspended access to and use of Network Services;
- Disciplinary action up to and including suspension/expulsion from the University;
- Termination from the BYOD Program;
- Administrative charges applied to student account arising from unauthorized or excessive use;
- Legal action under applicable laws and/or contractual agreements.

5. RISKS, LIABILITY AND DISCLAIMER

5.1 Risks. User is aware and voluntarily assumes the security, privacy and confidentiality risks inherent in accessing or transmitting information, images and data over the Internet using the Network Services. Risks include, but are not limited to, the interception of transmissions, the partial or complete loss, corruption, destruction or unauthorized use of personal data or other information, software or hardware failures, programming errors and the introduction of viruses or other programs that can damage and/or render unusable Personal Devices or networks. The University, including its governors, officers, employees, and agents shall not be liable, directly or indirectly, for any damage or loss arising from or relating to the User's participation in the BYOD Program or use of the Network Services hereunder.

5.2 Security of Personal Device. User is responsible for ensuring all Personal Devices are adequately secured against loss, theft or use by persons not authorized to use the Personal Device(s). User hereby accepts liability for all damages, costs and expenses relating to the use of any Personal Device.

5.3 Maintenance and Repairs. User shall, at its own expense, maintain, repair and replace any Personal Device, and be responsible for arranging technical support.

5.4 Service Interruptions and Restrictions. From time to time the Network Services may be inaccessible or inoperable for any reason, including without limitation, (i) equipment malfunctions; (ii) periodic maintenance, upgrades or repairs; (iii) viruses or other security breaches; and (iv) causes beyond the control of Ontario Tech. Ontario Tech may also restrict access to internet websites, services or other elements for operational or policy reasons.

5.5 No Warranty. Ontario Tech, including its governors, officers, employees and agents, makes no representations and extends no warranties, express or implied, with respect to the Network Services which is provided “as is”. There are no warranties of merchantability or fitness for a particular purpose. Use of any information or data obtained from the Internet via the Network is at the User’s own risk. Ontario Tech and its governors, officers, employees and agents disclaim all responsibility for any errors, inaccuracies, omissions, delays, interruptions, losses, and security breaches resulting from the use of the Network Services.

5.6 Suspension or Termination. Ontario Tech reserves the right to, without notice or liability, at any time and for any reason: (i) suspend or disable access to all or any portion of the Network Services; (ii) suspend or disable the User’s Student Credentials; (iii) reduce the bandwidth available to User; and (iv) terminate this Agreement.

5.7 Searches. User acknowledges and agrees that Ontario Tech personnel may exercise reasonable discretion to search a Personal Device or the University Laptop to investigate or mitigate a security breach, virus or similar threat to the security of the Network Services or technological infrastructure, or to investigate a breach of section 3 of this Agreement. User shall cooperate and grant to Ontario Tech access to Personal Devices and University Laptops to determine compliance with this Agreement.

5.8 Litigation Hold. Ontario Tech reserves the right to impose a Litigation Hold on the User as it relates to actual and pending litigation. If subject to a Litigation Hold Notice, the User agrees to take affirmative steps to preserve relevant information and comply with all instructions imposed by the University General Counsel, or such other authorized designate, and will not remove any information or software from User’s Personal Device or University Laptop unless authorized to do so.

6. GENERAL

6.1 Entire Agreement. This Agreement, together with all applicable University policies incorporated by reference, constitutes the entire agreement between User and University and supersedes all prior agreements, understandings and arrangements, written or oral, concerning the subject matter in this Agreement.

6.2 Amendments. University may amend this Agreement and/or distribute and enforce new or amended policies related to the BYOD Program or Network Services, at any time without notice, provided that the University complies with all applicable laws. By continuing to access and use the Network Services, User agrees to be governed by the terms and conditions as provided in the most current version of this Agreement and any related policies.

6.3 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be severed from the Agreement and the remaining provisions shall continue in full force and effect.

6.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6.5. No waiver. The waiver by Ontario Tech of a breach or default of any provision of this Agreement shall not be construed as a waiver of any subsequent breach or default in respect of such provisions, nor shall any delay or omission on the part of Ontario Tech to exercise of avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach of default by the User.