

# CANON-McMILLAN SCHOOL DISTRICT

SECTION: OPERATIONS

TITLE: WIRELESS NETWORK

ADOPTED: August 2, 2010

REVISED:

<p>1. Purpose</p>	<p style="text-align: center;">815.1. WIRELESS NETWORK</p> <p>WARNING! The CMSD Guest wireless network is the property of the Canon-McMillan School District and may be accessed only by authorized users. This network is intended to provide temporary use for visitors of the Canon-McMillan School District. Unauthorized use of this system is strictly prohibited and may be subject to criminal prosecution. The data you send is not encrypted and may be viewed or intercepted by others. Use at your own risk. The school district may monitor any activity or communication on the system and retrieve any information stored within the system within the scope of district policies and procedures. System personnel may disclose any potential evidence of crime, violation of law, regulation, district policy, rule or administrative regulation found on Canon-McMillan School District's network systems for any reason. By accessing and using this network, you are consenting to such monitoring and information retrieval for law enforcement and other purposes. Users have no expectation of privacy as to any communication on or information passed through the system.</p> <p>The use of the Service for the following activities is strictly prohibited:</p> <ol style="list-style-type: none"><li>1. Copyrighted Material – Unauthorized installation, distribution, reproduction, use, trading or sharing of any copyrighted materials, including, but not limited to, music, video, audio, instructional and/or software.</li><li>2. Spamming and Invasion of Privacy – Sending of unsolicited bulk, political and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.</li><li>3. 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.</li></ol>
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4. Obscene and/or Indecent Speech and/or Illegal Activities or Materials – Using Canon-McMillan School District’s network to facilitate any illegal activity and/or to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Canon-McMillan School District will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with a violation of any law, including, but not limited to, child pornography or the solicitation of sex with minors, or any communication which harasses the recipient and/or serves no legitimate purpose.
5. Defamatory or Abusive Language – Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, hate mail or threatening material or language that encourages bodily harm, destruction of property or harasses another.
6. Forging of Headers – Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
7. Hacking – 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.
8. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities – Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pingging, 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.
9. 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 pingging, flooding, mailbombing, denial of service attacks, and piracy of software.
10. 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.

11. 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, unauthorized and/or fraudulent lotteries, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
12. Resale – 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.

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 Canon-McMillan School District 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 Canon-McMillan School District's 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 or 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 Canon-McMillan School District, or otherwise (including, but not limited to, any warranting of satisfactory quality, merchantability, fitness for particular purpose, title and noninfringement) 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 Canon-McMillan School District, its suppliers or licensors, or its respective officers, directors, employees, agents, and affiliates be liable for consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable.