

**E-BRANCH IN A BOX**  
**USER SERVICE AGREEMENT**

This Agreement is entered into between the Idaho Commission for Libraries (hereinafter “ICFL”), and the undersigned publicly funded library entity (hereinafter “User”). The parties agree to the following terms and conditions.

**1. DESCRIPTION OF SERVICE**

ICFL agrees to provide User with web site hosting accessible through the internet (hereinafter referred to as the “Service”). ICFL provides the Service as a convenience and public service to User. Nothing contained herein shall obligate ICFL to provide, or continue to provide, the Service to User. ICFL charges no fee or other cost to User for the Service.

**2. USER ACCEPTANCE OF AGREEMENT**

The use of the Service by User shall conclusively manifest User’s intent to be bound by all of the terms and conditions of this Agreement, and to any amendment hereto.

**3. USER QUALIFICATIONS**

User must be a publicly funded library entity residing within the borders of the state of Idaho to use the Service. User’s signature to this Agreement is a representation by User that it is a publicly funded library entity residing within the borders of the state of Idaho.

**4. USER REGISTRATION OBLIGATIONS**

User shall provide ICFL with any and all information requested by ICFL, including, but not limited to, such information relating to User, User’s organization, User’s intended use of the Service, and/or any other information that ICFL deems reasonably necessary (hereinafter the “Registration Data”). User shall provide any and all such information requested by ICFL prior to use of the Service, and shall provide any additional information which ICFL may hereafter request. User shall provide true, accurate, current, and complete information about User as requested by ICFL, and shall maintain and update such information to keep it true, accurate, current, and complete at all times during User’s use of the Service.

**5. USE OF REGISTRATION DATA**

The Registration Data, together with any and all information, including personal information, collected by ICFL, or through User’s use of the Service, may be deemed to be a public record pursuant to the Idaho Public Records Law and may be subject to inspection and copying by the public unless an exemption in law exists. Information collected by ICFL through User’s use of the Service shall be subject to the Idaho.gov Privacy Policy, a copy of which is located at <http://www2.state.id.us/itrmc/plan&policies/Policies/p1020.htm>, which is incorporated herein by reference. In the event of a conflict between this Agreement and the Idaho Public Records Law or any other applicable law governing the disclosure of records, the Idaho Public Records Law or such other applicable law will control.

## **6. USER ACCOUNT, PASSWORD AND SECURITY**

Upon completion of the registration process, ICFL shall issue User a designated account and password for the Service. User shall maintain the strict confidentiality of the password and shall be fully responsible for any and all activities that occur under User's account. User agrees to immediately notify ICFL of any unauthorized use, or suspected unauthorized use, of User's password or account, or of any other breach of security pertaining to the Service.

## **7. USER CONDUCT**

User shall be solely responsible for the content of User's web site, whether uploaded, posted, or otherwise published through the Service. User shall: (a) not use the Service for any illegal purpose; (b) not interfere with or disrupt the Service, or any server or network, connected to the Service; (c) comply with all requirements, procedures, policies, and regulations of ICFL and of any server or network connected to the Service; and (d) not resell the Service or allow any unauthorized use of, or access to, the Service. User shall not upload, post, email, or otherwise transmit through the Service: (a) any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, indecent, tortuous, or otherwise objectionable material of any kind; (b) any material that violates the rights of another, including, but not limited to, the intellectual property rights of another; (c) any material that violates any applicable local, state, national, or international law, rule or regulation; or (d) unsolicited or unauthorized advertisements, promotional materials, "junk mail", "spam", "chain letters", or other form of solicitation. ICFL may ban User's future use of the Service if User fails to comply with ICFL's standards of conduct, even if User attempts to use the Service as User or under a different name.

## **8. USER CONTENT**

User acknowledges that content published with the Service is publicly available. ICFL reserves the right to remove any objectionable content posted by User. ICFL does not assume any responsibility of any kind for any content posted by User. User agrees to comply with the terms and conditions of the Web Publishing Policy for the State of Idaho's "ITRMC Information Technology Policies", found at <http://www2.state.id.us/itrmc/plan&policies/Policies/p5010.htm>, and incorporated herein by reference.

## **9. INDEMNITY**

User agrees to indemnify and hold harmless ICFL and its officers, directors and employees, from any claim or demand, including reasonable attorney fees and costs on appeal, made by any person or entity due to, or arising out of, this Agreement or User's use of the Service.

## **10. STORAGE OF DATA, BACKUPS, SERVICE OUTAGES**

ICFL may establish or alter, at its discretion, a limit on the amount of data storage available to User. ICFL shall not be liable for the deletion or failure to store User's data available through the Service. ICFL may perform periodic backups of the Service; which may include User's data; however, ICFL shall be under no obligation to backup or in any way preserve User's data. It shall be User's responsibility to backup User's own data. At User's request, and as a convenience only, ICFL will attempt to effect and deliver to User a backup of User's data; however, ICFL shall not be liable for any failure to do so, nor does ICFL warrant the usability or accuracy of any such backup. ICFL generally announces Service outages due to security

updates, maintenance or other circumstances when possible; however such notices of interruption of the Service may not always be feasible, and are not guaranteed.

**11. TERMINATION**

The Service may be cancelled by either party at any time, with or without notice. ICFL may terminate User's password, account or use of the Service for any reason, including, but not limited to, ICFL's belief that User has violated or acted inconsistently with the letter or spirit of this Agreement; or that User has violated the rights of ICFL or other user, person or entity. User may request the termination of User's account and removal of User's web site and related data at any time.

**12. DISCLAIMER OF WARRANTIES**

User uses the Service at its sole risk. The Service is provided on an "as is", and "as available", basis. ICFL makes no representation or warranty whatsoever that the Service will meet User's requirements or that the Service will be fit for any particular purpose, or will be uninterrupted, timely, secure, or error free; nor does ICFL make any representation or warranty as to any information, or as to the accuracy or reliability of any information, obtained through the Service.

**13. LIMITATION OF LIABILITY**

ICFL shall not be liable to User for any damage, loss or inconvenience of any kind related to this Agreement or the provision or use of the Service. No advice or information, whether oral or written, obtained by User from ICFL, shall create any warranty or representation of any kind, nor shall ICFL be liable to User for any reason therefor.

**14. AMENDMENT**

ICFL may unilaterally modify this Agreement at any time. Any such modification shall be effective immediately upon notification to User, which notice may be provided to User through email or on the Web pages through which User accesses the Service. User's continued use of the Service shall be deemed conclusive evidence of User's acceptance of any such modification.

**15. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between ICFL and User and supersedes any prior representations, negotiations and agreements between the parties with respect to the Service.

User:

By:

Its:

Dated:

**IDAHO COMMISSION FOR LIBRARIES**

By:

Its:

Dated:

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