

ACCEPTABLE USE POLICY FOR LIBRARY CUSTOMERS



This document sets out Public Library Services' (PLS) policy relating to acceptable use of state-wide provided library internet and Wi-Fi access and digital content resources (e.g. eBooks, digital magazines) by customers of South Australian Public Libraries. Your local South Australian public library will likely have its own policies which you will also need to abide by. This is also applicable to Wi-Fi and eduroam users at the State Library of South Australia.

Important

By using this resource, you agree that you have read and understood these Rules and are bound by them. You also agree to comply with any directions given by the Library on the use of resources and services.

Libraries reserve the right to monitor and collect Internet traffic data that is composed, sent or received through its online connections. Any unlawful and/or inappropriate use of the Internet and/or email will be disclosed and may be used to prosecute criminal offender/s.

Our Philosophy and Objective

Please note: You will be asked to confirm your acceptance of these rules when logging on to access Library internet services.

These Rules support the vision of **South Australia as an informed, IT-literate and information enabled community.**

- Libraries recognise freedom of choice and equitable access to public library collections and resources for all South Australians.
- Libraries abide by State and Federal laws and regulations.
- Libraries are here to help you access, within the bounds of the law, the wide variety of material available electronically. Libraries do not exercise any form of censorship on any grounds (political, moral, sexual preference, gender, racial or religious).
- Libraries make these resources available as part of their continuing commitment to the highest level of service to the community.

You agree that

These conditions apply to everyone and all services and resources.

- Libraries reserve the right to terminate your rights of use and access if you do not comply with the rules.
- You will not provide false or misleading information as part of your membership sign up process.
- If you break the law you may be prosecuted and libraries may be asked to disclose information about you and materials or services you have accessed and used to appropriate authorities.

Notice of Indemnity

Proof of your age and identity may be required and must be provided as requested.

You acknowledge that if any legal action is threatened or commenced against you because of your conduct libraries take no responsibility whatsoever for the conduct or outcome of the legal action.

Rules of Use

You indemnify the Library, and will keep the Library indemnified, against any and all damages, costs and expenses suffered by the Library arising out of your conduct, and in respect of any action, settlement or compromise, or any statutory infringement.

The access and use of Library resources and technology are governed by Australian and international laws. You are authorised to use the Library's resources and services strictly in accordance with these laws and the Rules detailed in this document. If you fail to comply with these laws and rules your access rights may be removed.

You are a resident of South Australia.

Some activities are **unlawful** and **prohibited**. These activities include but are not limited to the use or attempted use of our service:

- to gain access to any material that is pornographic, offensive or objectionable;

- to engage in any conduct that breaks Federal, State or Local Council laws and regulations;
- to send or forward any material that is abusive, sexist, racist or otherwise illegal;
- to circumvent any filtering or other content access device or software;
- to interfere with electronic rights management information;
- for illegal purposes or practices;
- for any purpose if the library advised you that such purpose was prohibited;
- in any way which damages or interferes (or threatens to damage or interfere) with the operation of our service or with the efficiency of our Network or a Supplier's Network (including as a result of attempts by you to increase the capacity or performance of your system or Your Equipment);
- in any way which makes it unsafe or which may damage any property or injure or kill any person;
- to transmit, publish or communicate any material or engage in any conduct which is defamatory, abusive, menacing or harassing;
- to engage in abusive behaviour toward our staff;
- to make inappropriate contact with children or minors;
- to access, store, reproduce, distribute, publish or commercially exploit any information or material of any kind that infringes any copyright, patent, trade mark, design or other intellectual property right;
- to send, relay or distribute any electronic data, the contents or properties of which have been manipulated for the purpose of maliciously or illegally impersonating or obscuring the original source of that data. This does not include the use of Virtual Private Networks or similar concepts in circumstances where this is legal and otherwise complies with our rules;
- to access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) or to otherwise probe, scan or test the vulnerability of any other person's equipment, networks, systems or data, without that person's consent;
- to access, or attempt to access, the accounts or private information of others, or to penetrate, or attempt to penetrate, our or a third party's security measures, computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data. This does not include conducting network security testing specifically requested by the owner of the targeted network or system;
- to use or distribute software (such as password guessing programs, keyboard loggers, viruses or Trojans) with the intent of compromising the security of any network or system;
- to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- in a manner which could result in our library incurring a liability to any person;
- to engage in any unreasonable activity which impairs the ability of other people or systems to use our Services or the Internet. This includes any malicious activity resulting in an adverse effect such as denial of service attacks against another network host or individual user, flooding of a network, overloading a service, improper seizing or abuse of operator privileges, and attempts to harm a system or network. For the avoidance of doubt, this clause does not capture an activity solely because it unintentionally contributes to network congestion; or to access, store, reproduce, distribute or publish any content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system, or to provide unrestricted access to material that is unsuitable for minors.

Copyright Warning

You must respect the property rights that apply to physical and digital materials accessible through our library. It is entirely your obligation to ensure that you operate within the legal system.

Use of physical and digital materials is governed by licence agreements between the publishers and suppliers of materials and administered by Public Library Services (Government of South Australia).

Copyright is in place, and as a minimum requirement you are obliged to comply with the [Australian Copyright Act 1968](#). Information on copyright is available from the [Australian Copyright Council](#).

Supervision of Minors

The Library accepts no responsibility for the supervision of minors' use of library services or materials. Adults responsible for minors must exert their own safeguards and controls.

- Please note that anyone aged under 18 is considered a minor for the purposes of these rules and the law (Broadcasting Services Amendment (Online Services) Act 1999).
- If requested, verification of age must be produced and a parent or guardian's notice signed.

Content

Libraries do not control the content or layout of any material on any site. Libraries do not make any representation or warranty about relevancy, accuracy, quality, or validity of any material and you must make that judgement for yourself. Some material you access may require you to divulge personal details and credit information: you do so at your own risk.

Physical and digital materials supplied through our library are available for general public access under the Commonwealth legislation [Classification \(Publications, Films and Computer Games\) Enforcement Act 1995](#). The library applies no censorship in the choice of resources that form the collection. Parents/guardians may wish to regulate their children's access to physical and digital content publications based on the family's values or beliefs, and are responsible for monitoring and supervising the child's use of the general collection.

In accordance with the ALIA statements on [Online Content Regulation](#) and [Free Access to Information](#) and IFLA statement [Statement on Libraries and Intellectual Freedom](#), South Australian libraries do not censor, remove, or restrict titles that some may find offensive.

All use of our resources and services is at your own risk.

In the interests of privacy please log off the library computer after use.

Spam

"Spam" includes one or more unsolicited commercial electronic messages with an "Australian link" as contemplated by the Spam Act 2003. You must not use the Service to:

- Send, allow to be sent, or assist in the sending of Spam;
- Relay e-mail from a third party's mail server without permission or which employs similar techniques to hide or obscure the source of the e-mail;
- Connect to our Network with an open relay mail server or any other device which may allow third parties to use that mail server or device for the purposes of sending electronic messages, solicited or otherwise, with or without their prior knowledge or consent;
- Use or distribute any software designed to harvest email addresses; or
- Otherwise breach the Spam Act 2003 or any regulations made under the Spam Act 2003.

Internet Wireless Access

You must use reasonable endeavours to secure any device or network within your control against being used in breach of this Internet Acceptable Use Policy, including by third parties from:

- The installation and maintenance of antivirus and firewall software;
- The application of operating system and application software patches and updates; and
- Protecting your account information and password and taking all reasonable care to prevent unauthorised access to your service, including taking reasonable steps to secure any Wi-Fi network that you operate.

Unless otherwise stated, our rights to suspend, cancel or restrict this Service to you applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you (such as through Trojan horses, viruses or other security breaches).

Newsgroups

The Customer must not use our Network or allow the upstream provider network to be used to:

- Engage in mass posting of messages to newsgroups;
- Post advertisements other than in newsgroups that specifically encourage or permit advertising;
- Post binary files other than in newsgroups that specifically encourage or permit such postings;
- Post large or numerous messages with purpose of disrupting a newsgroup; or

Send messages that contain invalid or forged headers or domain names or deceptive addressing

Viruses, Worms, Trojans, Denial of Service

While libraries make reasonable efforts to ensure the security of our network, they cannot and do not guarantee that viruses and other detrimental programs will not be distributed via our Network. Libraries are not liable for any degradation in service, increased download or damage suffered by a Customer as a result of any program received or sent by the Customer over our Network.

As you should be aware, it is important to protect your computer and any connected networks against higher level computer programs (such as viruses, worms, Trojans and other malicious programs) and lower level Denial of Service (DOS) attacks that can be distributed or propagated via the Internet, including electronic mail. It is the Customer's responsibility to ensure that the Customer has in place appropriate protection for the Customer's systems and to prevent circulation of such computer programs and attacks from the Customer's computer or networks through our Network. Such protection methods may include firewalls, an appropriate policy regarding email attachments, the most up to date virus scanning software, etc.

Further information and assistance on virus protection can be found [here](#).

What is the One Card Network?

The SA Public Library Network (SAPLN) established its 'One Card' Network in 2012 and all public libraries in South Australia now use the shared system to provide the South Australian community with access to the entire borrowable holdings of the State.

The One Card Network is a single platform driving the success of the South Australian Public Library Network into the future. It provides customers and staff with convenient access to a greatly expanded range of materials via an integrated online catalogue, enhancing the customer service experience and promoting future innovation in public library service delivery to better meet the changing needs of the community.

Libraries participating in the One Card Network acknowledge their responsibility to work cooperatively within the Network to deliver the intended benefits to the South Australian community.

Privacy Statement

Access the Public Library Services' (PLS) privacy statement [here](#).

eduroam

The SA Public Library Network (SAPLN) and the State Library of South Australia make available the eduroam Wi-Fi network to users. All users agree to abide by all conditions of use as outlined here <https://www.libraries.sa.gov.au/eduroam> .

D2019/5494[v2]

August 2020