

APPLICATION AND AGREEMENT FOR ESU TELE COMPUTING ACCOUNT ON Nenet

**STANDARD ESU USER ACCOUNT WITH EDUCATIONAL SERVICE UNIT NO 17
AND**

DISTRICT

Your signature below verifies your acceptance of the Educational Service Unit No 17 TELE COMPUTING ACCOUNT RULES and the conditions outlined below. Please fill out the following information and send to the Educational Service Unit #17 Tech. Center at 1292 East 4th Street, Ainsworth, NE 69210. Make two additional copies one for you and for your administration and send the original to the Tech. Center.

This is an application for a: _____ Teacher _____ Other _____ (check one/ fill in the blank)

Name: _____

Address: _____

City: _____ Zip: _____

Phone Number (School): _____ (Home): _____

Major Teaching Area: _____

Minor Teaching Area: _____

Key word for identification via telephone: _____

THE APPLICANT "USER":

SCHOOL DISTRICT ADMINISTRATOR OR PRESIDENT

By: _____

By: _____

Date: _____

Date: _____

For ESU #17 Office Use Only:

Login: _____

Password: _____

The applicant hereby applies to Educational Service Unit No 17 "system administrator" for the issuance of a STANDARD ESU USER ACCOUNT with _____ as the "District". The applicant is referred to herein as the "User". In consideration of the issuance of the requested STANDARD ESU USER ACCOUNT, User and Educational Service Unit No 17 agree as follows:

1. ISSUANCE OF ACCOUNT. This application and agreement shall not be effective unless and until it is accepted in writing by an authorized representative of the system administrator.
2. COMPLIANCE WITH RULES. User agrees to comply with all STANDARD ESU USER ACCOUNT rules and ESU TELE COMPUTING ACCOUNT rules, as such rules may be amended from time to time. The STANDARD ESU USER ACCOUNT rules and the ESU TELE COMPUTING ACCOUNT rules are incorporated herein by reference. Notice of such rules as they are amended from time to time shall be provided by the system administrator through the User's district.

3. RESTRICTED USE. User agrees not to publish on or over NEnet any information which violates or infringes on the rights of any other person or any information which would be abusive, profane, or sexually offensive to an individual, or which, without the approval of system administrators, contains any advertising or any solicitation of other users for the purchase or sales of goods or services. user agrees not to use the facilities and capabilities of NEnet to conduct any business or activity or solicit the performance of any activity which is prohibited by law.

4. CONSENT FOR USE BY STUDENTS. Because NEnet provides access to other computer systems around the world. User (and parents(s) of users, if User is under 19 years of age) specifically understands that the system administrator and NEnet have no control over the content of information residing on such other systems. Users and the parents of users who are under 19 years of age are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. NEnet, Educational Service Unit No 17, and the system administrator do not condone the use of such materials and do not permit usage of such materials in the school environment. Parents of minors having access to NEnet should be aware of the existence of such material and monitor home usage of the system. Students knowingly bringing such materials into the school environment will be subject to the discipline policies of the individual school building and his or her school district, and such activities may result in termination of his or her access to NEnet.

5. DISCLAIMER OF WARRANTIES, NEnet, EDUCATIONAL SERVICE UNIT NO 17, THE SYSTEM ADMINISTRATORS, AND DISTRICT DO NOT WARRANT THAT THE FUNCTIONS OR SERVICE PERFORMED BY, OR THAT THE INFORMATION OR SOFTWARE CONTAINED ON THE SYSTEM WILL MEET THE MEMBER'S REQUIREMENTS OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE SYSTEM WILL BE CORRECTED. NEnet IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEnet DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES PROVIDED BY SAME AND ANY INFORMATION OR SOFTWARE CONTAINED THEREIN.

6. NO AGENCY RELATIONSHIP. User may order services or merchandise from other agencies and user of NEnet, not affiliated with NEnet, through NEnet. All matters concerning merchandise and services ordered from NEnet, including but no limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between NEnet and the User. NEnet makes no warranties or representations whatsoever with regard to any goods or services provided by NEnet. NEnet, Educational Service Unit No 17, District, or the system administrator shall not be party to such transactions or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inaction's of NEnet.

7. TELEPHONE CHARGES. Educational Service Unit No 17 and NEnet assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or/equipment or line costs, incurred by User while accessing NEnet. Any disputes or problems regarding phone service are strictly between user, District and his or her local phone company and/or long distance service provider.

8. UPDATING MEMBER ACCOUNT INFORMATION. Educational Service Unit No 17 may require users to provide new registration and account information as a condition for continuing service. User shall notify Educational Service Unit No 17 of any changes in account information (address, phone, name, etc.).

9. INDEMNIFICATION. User shall indemnify and hold the system administrator harmless from any claim, expense, liability, or damage arising out of or in connection with User's use of the system, including but not limited to telephone toll charges, data base access fees, and software charges.

10. TERMINATION OF ESU USER ACCOUNT. The system administrator may terminate a User account with or without cause and with or without prior notice to User.

11. CONSTRUCTION. The terms and conditions of this agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Nebraska. Each party consents to the jurisdiction of the courts of the State of Nebraska and the federal court situated in the State of Nebraska in connection with any action to enforce the provisions of this agreement to seek the recovery of damages or other relief for breach or default under this agreement, or to seek the enforcement of any other remedy arising under or by virtue of the terms of this agreement.