

1. **User's Responsibility for Accurate, Timely Information**

You are responsible for providing Northwest Indiana Educational Service Center (NWIESC) with accurate, timely information about yourself. NWIESC will use this information, in good faith, to contact you about your account and your data. If this information is incorrect, or NWIESC is unable to utilize it (e.g. the user's mail system is not active), then NWIESC's obligation to contact you is void.

2. **Passwords**

NWIESC will not give out passwords in response to an email request. NWIESC has no way to verify the identity of the person contacting us. You must either have your school's Technology Coordinator contact the NWIESC's Technology Coordinator or use the secret question to change your password.

3. **User Privacy**

NWIESC endeavors to keep all user files private. However, as the system operator, NWIESC may need to look at a user's files and/or data if NWIESC believes it is necessary to protect NWIESC or other users from injury or damage. For example, if NWIESC has reason to believe a user is involved in unlawful activities that create any risk that the authorities could seize NWIESC's system, NWIESC will review that user's files and data for NWIESC's own protection. Further, NWIESC may randomly monitor user files and/or data to ensure that misuse does not occur. NWIESC endeavors to respect the privacy of its users but cannot allow the system to be a tool for illegal or other injurious or damaging activities. Therefore, if NWIESC believes certain users are connected with unlawful activities, NWIESC may disclose the related files and/or data to the authorities to protect NWIESC's system, NWIESC, and other users. In addition each school (district) may have an internal E-Locker administrator. This person will also have the ability and right to review user's files if they have reason to suspect inappropriate material is contained in the E-Locker. The school-level administrators may also randomly monitor user files and data.

4. **Editorial Control**

NWIESC does not monitor all messages and file transfers because of NWIESC's desire to keep the message and file traffic moving quickly and smoothly. However, if NWIESC learns of messages or other activities that violate this Agreement or the Rules and /or threaten the order or security of the system, including but not limited to abusive use of the system resources (i.e. bandwidth), NWIESC will, in its discretion, take appropriate action.

5. **Violation of Terms of Use**

If NWIESC discovers that any users are violating this Agreement or the Rules, NWIESC may use its discretion to warn or lock out the user. If a user persists in usage that NWIESC has previously warned should not be conducted on NWIESC's system, NWIESC reserves the right to take unilateral action up to and including removing the user's files and data from NWIESC's system and disabling the user's account. If the user has done anything to put NWIESC or other users in jeopardy, NWIESC may contact law enforcement authorities and hereby explicitly reserves the right to do so.

6. **Activity of Account**

While NWIESC endeavors to prevent viable accounts and data from being purged prematurely, NWIESC is under no obligation to maintain abandoned accounts. You agree that lack of activity for one hundred and eighty (180) days or more conclusively

indicates that a user's account is abandoned. Therefore, NWIESC reserves the right to remove and/or purge any data from its system if such data is in an account that has not been accessed by its user for a period of one hundred and eighty (180) days or more. At its own discretion, NWIESC may attempt, at least fifteen (15) days prior to deletion, to alert the relevant user of the pending deletion via his/her provided e-mail address or by contacting the school's Technology Coordinator. You agree and acknowledge that no other notification is necessary. If the user does not respond to NWIESC, NWIESC will deem the account abandoned and the user's data may be immediately purged from the system. School will cooperate with NWIESC to keep participant accounts in use and contact data current.

7. **Limitation of Liability**

NWIESC is not responsible for user files residing on NWIESC equipment. Users are responsible for independent backup of data stored at NWIESC. Users assume all risk of loss of such data and hereby explicitly relieve NWIESC of any responsibility for such data loss. Users hold NWIESC harmless for any loss of data arising from users' use of NWIESC and/or its services, including use of software provided by NWIESC. NWIESC STRONGLY ADVISES ALL USERS TO BACK UP DATA ON A REGULAR BASIS.

8. **Termination**

This EZ-Web service is effective until terminated by you or by NWIESC. You may terminate this E-Locker service at any time by destroying all materials obtained from NWIESC relating to EZ-Web and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. This EZ-Web service will terminate immediately and without notice from NWIESC if, in NWIESC's sole discretion, you fail to comply with any term or provision of this Agreement. NWIESC, at its sole discretion, may terminate any user's account for any reason upon fifteen (15) days' notice. Upon termination of this Agreement, you must destroy all materials obtained from NWIESC relating to EZ-Web and all related documentation and all copies and installations thereof, and whether made under the terms of this Agreement or otherwise.

9. **Miscellaneous**

Non-enforcement of any section of this Agreement does not constitute consent or waiver and NWIESC reserves the right to enforce this Agreement at its sole discretion. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. 6/24/2008