

**APPLICATION AND AGREEMENT FOR  
TELECOMPUTING ACCOUNT ON NNNC  
STANDARD USER ACCOUNT  
WITH  
ESU #2 AND SCHOOL DISTRICT**

Email: _____
Pswd: _____
(office use only)

**Your signature below verifies your acceptance of the ESU #2 TELECOMPUTING ACCOUNT RULES and the conditions outlined below and on the reverse side of this form.**

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

Name (please print): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number (School) (\_\_\_\_) \_\_\_\_\_ (Home) (\_\_\_\_) \_\_\_\_\_

Major Teaching Area: \_\_\_\_\_

Minor Teaching Area: \_\_\_\_\_

Are you a prior user of the Internet? \_\_\_\_\_ How many times per month do you access the Internet? \_\_\_\_\_

\_\_\_\_\_  
SCHOOL DISTRICT NAME

EDUCATIONAL SERVICE UNIT #2  
System Administrator

\_\_\_\_\_  
Applicant User Signature

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**The applicant hereby applies to ESU #2 ("system administrator") for the issuance of a Student User account with the School District. The applicant is referred to herein as the "User". In consideration of the issuance of the requested User account, User and ESU #2 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 User account rules and NNNC rules; as such rules may be amended from time to time. The User account rules and the NNNC 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 school district. (See ESU #2 Telecomputing Account Rules)

**PLEASE FORWARD ONE SIGNED COPY TO SYSTEM ADMINISTRATOR PLEASE FORWARD ONE SIGNED COPY TO SYSTEM ADMINISTRATOR**

3. **AUTHORIZED USE.** User agrees not to publish on or over NNNC 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 sale of goods or services. User agrees not to use the facilities and capabilities of NNNC 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 NNNC provides access to other computer systems around the world. User (and parent(s) of users, if User is age 19 or under) specifically understands that the system administrator and NNNC have no control over the content of information residing on such other systems. Users and the parents of users who are age 19 or under are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material. NNNC, ESU #2, 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 NNNC 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 NNNC.

5. **DISCLAIMER OF WARRANTIES.** NNNC, ESU #2, THE SYSTEM ADMINISTRATORS, AND School District DO NOT WARRANT THAT THE FUNCTIONS OR SERVICES 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. NNNC IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NNNC 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 users of NNNC, not affiliated with NNNC, through NNNC. All matters concerning merchandise and services ordered from NNNC, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between NNNC and the User. NNNC makes no warranties or representations whatsoever with regard to any goods or services provided by NNNC. NNNC, ESU #2, School 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 inactions of NNNC.

7. **TELEPHONE CHARGES.** ESU #2 and NNNC 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 NNNC. Any disputes or problems regarding phone service are strictly between User, School District and his or her local phone company and/or long distance service provider.

8. **UPDATING MEMBER ACCOUNT INFORMATION.** ESU #2 may require users to provide new registration and account information as a condition for continuing service. User shall notify ESU #2 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 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.