

I. User Responsibility

- A. At various times throughout a year, IIT, at its discretion, may issue devices to select groups within the university that would allow mobile access to the Internet (the “Device”). These Devices will be made available to support the academic mission, programs and activities of IIT. The proper use of these Devices is the personal responsibility of the individual to whom the Device is issued (the “User”). Title to and ownership of the Device shall remain, at all times, vested in IIT.
- B. The use of a Device is a privilege, not a right, and must not be abused. IIT may rescind the privilege of using the Device without any prior notice or consent for any reason at any time, and the User must immediately surrender the Device upon request.
- C. In using the Device, the User must follow all of IIT’s then-existing technology-related policies and procedures, including, without limitation, IIT’s policy on the *Use of Technology Resources*, which is currently Procedure No. Q-3 of this Handbook and *Disciplinary Proceedings Due to Receipt of Digital Millennium Copyright Act Notice*, which is currently contained in Article III, Section E of the IIT Student Handbook, as all such policies and procedures that apply to the use of the Device.

II. Fees and Charges

- A. The Device is only authorized to be operated in the carrier’s (meaning Sprint’s and any of its affiliates’) home network (***meaning only within the United States***). Any roaming to another network, international service or paid network use is the sole responsibility of the User. If IIT incurs any charges for the User’s access to another network, the User will be charged all of the fees incurred plus a 25% administrative processing fee, which will be charged to the student’s university account or the faculty’s or staff member’s FOAP, as applicable.
- B. A Device may have a monthly usage limit. It is the responsibility of the User to ensure that usage on the Device does not exceed the monthly limit. If IIT incurs any charges for excess usage, those charges plus a 25% administrative processing fee will be charged to the student’s university account or the faculty’s or staff member’s FOAP, as applicable. The monthly usage limit will be provided to the User when the device is initially distributed. This usage limit is subject to change and any such change will be communicated to the User via the User’s IIT email account. It is the User’s responsibility to monitor his or her email account for any notices regarding the change in usage limits.

- C. If a Device is lost or stolen, it is the User's responsibility to immediately notify the OTS Support Desk by emailing supportdesk@iit.edu or calling 312-567-3375. Any and all costs of usage incurred on the Device up until the time the loss or theft is reported to the OTS Support Desk are, as provided for in Sections A and B above, the User's responsibility. Upon request, IIT will issue the User a new Device provided the User bears any affiliated costs.

III. General Provisions

- A. The quality of the Internet access on the Device is dependent upon IIT's external vendor's network and may vary depending on the network's load and the physical location of the device. IIT makes no representation, warranties, promises or guaranties of any kind with respect to the Device's ability to provide any particular level of service, and by accepting the Device, the User acknowledges and agrees to waive and release and to hold harmless IIT for any and all problems, disruptions, failures, liabilities, damages and the like, regardless of kind, type or theory therefor, related to the service of the Device. The User's use of the Device is at his or her sole and exclusive risk, and he or she is freely and knowingly assuming all risks and liabilities associated with such use.
- B. If you have any questions about the Device usage policy, you can contact the OTS Support Desk for assistance by emailing supportdesk@iit.edu or calling 312.567.3375.