

# Conservatory Graduate Student: iPad User Agreement

## INTRODUCTION

This User Agreement is a legal document between you and Lynn University. The Apple iPad Pro tablet (iPad) and its accessories (iPad Keyboard, Apple Pencil, Apple Power Adapter, Apple Lightning Cable) issued to you by Lynn University in connection with Lynn University's iPad Initiative are yours to keep. These items shall be referred to as "iPad and iPad accessories" throughout the remainder of this User Agreement. Carefully read the terms and conditions of this User Agreement, which govern your use of the iPad and the iPad accessories. By taking possession of the iPad and the iPad accessories, you agree to be bound by the terms of this User Agreement and the iPad Fee Schedule.

## GRANT OF LICENSE

Lynn University grants you the right to use this University issued iPad pursuant to the terms of this User Agreement. This iPad should be used primarily for educational purposes. However, it is acceptable for you to use it for non-educational purposes as long as the non-educational purposes do not interfere with the educational purposes.

Lynn University prohibits you from opening or making internal modifications to the issued iPad. You can only install apps for which you have a valid and current license. You are permitted to install apps downloaded from the Apple App Store only if these apps do not interfere with the academic purposes of the iPad. You shall not uninstall, erase or delete any app or files originally installed with the issued iPad. In addition, location services shall not be turned off for any app originally installed with the issued iPad.

## LIABILITY

Upon the entrustment of the iPad into your care, you assume the responsibility for all liability of the iPad. Lynn University is not responsible for losing or stealing any information or data you maintain on the iPad. You must take all appropriate steps to protect the iPad and data against loss or theft. During the term of this User Agreement, you are fully responsible for any theft of or physical damage to the iPad and the iPad accessories, and you may be held accountable for the replacement or repair of the iPad and the iPad accessories. Failure to report loss or stolen iPad to Lynn University Campus Safety Office within five (5) business days of its loss or theft will result in forfeiture of replacing the iPad at the Fee Schedule price.

## SUPPORT AND SERVICE

You should contact the Lynn University Support Desk as soon as possible if you experience technical or physical problems with the iPad or iPad accessories. The Lynn University Support Desk is located on the Library's first floor and can be reached by calling (561)237-7979 or emailing [SupportServices@lynn.edu](mailto:SupportServices@lynn.edu).

## TERM

This User Agreement will terminate upon your graduation from Lynn University, upon your withdrawal or dismissal from Lynn University, or upon any termination notification from Lynn University. Notification of termination of this User Agreement shall be the sole discretion of Lynn University. In the case of withdrawal or dismissal from Lynn University, the iPad and the iPad accessories are yours to keep.

## POLICIES

In connection with your use of the iPad, you must comply with all of Lynn University's policies and procedures, including but not limited to policies pertaining to Information Technology. Failure to follow Lynn University policies in connection with your use of the iPad may result in the termination of this User Agreement.

## OWNERSHIP

You are the owner of the iPad and its accessories. Your use of the iPad is subject to the laws of the State of Florida and the United States of America and the policies and practices of Lynn University. Nothing in this Agreement or any action by Lynn University shall constitute a waiver of the rights of Lynn University under such laws.

## INFORMATION STORED ON IPAD

You should have no expectation of privacy in the iPad or its contents. Confidential information should not be stored on the iPad. Confidential information includes but is not limited to Social Security Numbers, credit card numbers, financial/banking information, and health records. It is recommended that you protect all information and data stored on the issued iPad with a password.

## DETAILED TERMS OF THE USER AGREEMENT

1. The iPad is configured with power cords and other appropriate accessories. I agree to the terms and conditions of this User Agreement in consideration for my use of the Lynn University-issued iPad.
2. I agree to use the iPad in a responsible manner and in accordance with University policies and procedures, including [Lynn University's Computer Use Policies](#), which are in effect now and in the future.
3. I agree to comply with all applicable State and Federal laws, including but not limited to copyright and intellectual property law pertaining to software.
4. I agree not to remove or alter any identification tags attached to or displayed on the iPad. I understand that services and support depend on properly displaying the identification tags.
5. I agree not to assign, transfer, pledge, sell or otherwise dispose of this User Agreement or any interest conveyed by this User Agreement to me in the iPad. In addition, I will not lend the iPad or otherwise permit it to be possessed or used by anyone other than me.
6. I agree to use this iPad lawfully and agree not to make any physical alterations or hardware changes /improvements to the iPad.
7. I agree not to install any apps or software that interferes with the educational purposes of the iPad and I agree to be fully responsible for the maintenance of apps or software not provided by Lynn University.
8. I agree not to remove any installed software or apps on the iPad provided by Lynn University.
9. I agree not to turn off location services for any software or apps originally installed by Lynn University.
10. I agree that Lynn University is not responsible for the loss or theft of any information or data saved on the iPad.
11. I have no expectation of privacy regarding the iPad or its contents.
12. I agree to take necessary and practical care to keep the iPad secure, safe, and in good working condition.
13. I must report any damages done to the iPad to Lynn University Support Services office. I understand that Lynn University may charge me the actual cost of repairs or replacement up to the full cost. This amount will be added to my student account. See Fee Schedule for specific charges.
14. I agree that I will be responsible for the risk of loss, theft, destruction, voluntary sale, or damage of the iPad from the date I take delivery of the iPad until it is returned to Lynn University. Lynn University reserves the right to service any iPad. I understand that Lynn University may charge me the actual cost of repairs or replacement up to the full cost. This amount will be added to my student account. See Fee Schedule for specific charges.
15. I agree that I must report the theft (or suspected theft) or other loss of the iPad within five (5) days to Lynn University Campus Safety at (561)237-7226). The Campus Safety Office will require you to contact the Police Department of Boca Raton, Florida to obtain a written police report. If the incident occurs off-campus, the police department in the jurisdiction where the loss or theft occurred should be notified and a copy of the written police report provided. To receive a replacement iPad, I must submit the Lynn University Campus Safety Report number to Lynn University Support Services on the library's first floor (561)237-7979. In case of loss or theft, I agree that I will be responsible for up to the full cost of the replacement.
16. Upon withdrawal or dismissal from Lynn University or any other termination notification, I understand the iPad to be mine to keep.
17. I understand that the iPad program may be terminated at the discretion of Lynn University.
18. I agree that Lynn University may amend the terms of this User Agreement (to include cancellation) upon serving me a written Notice of Amendment. Such Notice of Amendment will be effective ten (10) business days from the date of the mailing or delivery of the Notice of Amendment.
19. I agree that Lynn University is not responsible for any injuries, damages, penalties or losses, including legal costs and expenses, incurred by me or any other person caused by the transportation, installation, use of or any other matters relating to the iPad.
20. I agree that this User Agreement and any amendments or supplements to it will be governed by the laws of the State of Florida and the United States of America. I agree that no delay or failure to enforce any provision of this User Agreement will constitute a waiver or limitation of Lynn University's rights to enforce the User Agreement.

## **FEE SCHEDULE**

This fee schedule identifies the different associated fees that may be applied to your student bill as it relates to Lynn University's iPad program.

### Repairs

Two (2) accidental repairs are covered under this User Agreement at \$50.00 per incident. If an iPad is found not to be repairable, the iPad will be replaced at a one-time charge of \$400.00. All other subsequent lost or stolen iPads will be replaced at the full replacement cost of the iPad.

- 1st and 2nd occurrence (\$50)
- 3rd or greater occurrence (\$400)

### Lost or Stolen iPad

Lost or stolen iPads must be reported to the Campus Safety Office and IT Support Services within five (5) business days to be covered by the terms of this User Agreement. After the first replacement at \$400, a student will be charged a replacement cost of \$1,100 for any subsequent loss or stolen iPads.