

Undergraduate Day: iPad User Agreement

INTRODUCTION

This User Agreement is a legal document between you (undergraduate day student) and the owner (Lynn University) of the Apple iPad Pro tablet (iPad), and its accessories (Apple Smart Keyboard Folio 12.9-inch, Apple Pencil, Apple 18W USB-C Power Adapter, Apple USB-C to Lightning Cable (1M)) issued to you by Lynn University in connection with Lynn University's iPad Initiative. 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 that were 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 and liability of the iPad. 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. You must take all appropriate steps to protect the iPad and data against loss or theft. If you lend the iPad to another person without prior permission, you will be held accountable and responsible for the replacement of the iPad and its accessories and may be subject to the forfeiture of the iPad, at the sole discretion of Lynn University. Failure to report the loss or stolen iPad to Lynn University Campus Safety Office within five (5) business days of its loss or theft will result in appropriate disciplinary action by Lynn University and a possible police investigation. Failure to return the iPad and iPad accessories to IT Support Services upon leaving Lynn University for any reason, prior to graduation, will lead to your academic record being placed on hold and will result in the value of the iPad being charged to your account.

Lynn University is not responsible for the loss or theft of any information or data you maintain on the iPad. You are responsible for keeping the iPad clean and in good condition while entrusted to you and upon its return to Lynn University. In addition, you agree to return this iPad and all accessories on the scheduled or arranged date of return and/or when return is required by terms of this User Agreement.

SUPPORT AND SERVICE

It is strongly recommended that you contact the Lynn University Support Desk as soon as possible if you experience any technical and/or physical problems with the iPad or iPad accessories. The Lynn University Support Desk is located on the first floor of the library and can be reached by calling (561)237-7979 or emailing 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 notification from Lynn University to return the iPad. 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, you must promptly return the iPad and the iPad accessories to Lynn University Support Desk on the first floor of the Library. You may be able to acquire the iPad for a fee upon your withdrawal or dismissal from the University. Please visit the Student Financial Services office in the Green Center for your acquisition cost.

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 termination of this User Agreement.

OWNERSHIP

All rights, title and interest to the iPad and iPad accessories are the property of Lynn University. 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, which is provided for my use with no transfer of ownership, is a fully configured iPad 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, 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 to not remove or alter any of the identification tags attached to or displayed on the iPad. I understand that services and support are contingent on the proper display of the identification tags.
5. I agree not to assign, transfer, pledge, sell or otherwise dispose of the iPad issued to me or any interest conveyed to me in the iPad agreement. In addition, I will not lend the iPad or otherwise permit it to be possessed or used by anyone other than me.
6. I understand that the iPad is and, at all times, will remain the property of Lynn University. I understand that I have no title or other ownership interest in this iPad.
7. I agree to use this iPad in a lawful manner and agree to not make any physical alterations or hardware changes/improvements to the iPad.
8. 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.
9. I agree to not remove any installed software or apps on the iPad that were provided by Lynn University.
10. I agree to not turn off location services for any software or apps originally installed by Lynn University.
11. I agree that Lynn University is not responsible for the loss or theft of any information or data I have downloaded to or saved on the iPad.
12. I have no expectation of privacy regarding the iPad or its contents.
13. Upon request, I agree to promptly deliver the issued iPad to Lynn University Support Desk for inspection or to verify inventory asset management. Failure to comply by the date requested may result in a hold being placed upon my iPad privileges and a financial hold on my university records.
14. I agree to take necessary and practical care to keep the iPad secure, safe and in good working condition.
15. 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 the Fee Schedule for specific charges.
16. 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. If during the period of this User Agreement, the iPad is found to be damaged during an inspection by Lynn University Support Services staff, I agree 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 the Fee Schedule for specific charges.

17. 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 in which 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 first floor of the library (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.
18. Upon withdrawal or dismissal, from Lynn University or upon any other notification to promptly return the issued iPad to Lynn University, I agree to promptly deliver the iPad to Lynn University Support Services or such other place designated by Lynn University. In the event that I do not return the iPad within stated time frames, Lynn University may, at its discretion, place a hold on my university records and bill me for the full value of the iPad. I also understand that additional charges may be applied to my bill if I do not return the issued accessories supplied with my iPad. See the Fee Schedule for specific charges.
19. I understand that the iPad program may be terminated at the discretion of Lynn University.
20. 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 10 business days from the date of the mailing or delivery of the Notice of Amendment.
21. 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.
22. 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.

- First and second occurrence: \$50
- Third or greater occurrence: \$400
- Physical Alterations fee: \$100

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.

- First and second occurrence: \$400
- Third or greater occurrence: \$1,100

Late fee and Non-Returned iPad

Upon withdrawal, dismissal, or any other notification to return the issued iPad and iPad accessories, you must return the iPad and the iPad accessories to IT Support Services within twenty (20) business days. Returning the iPad to any other Lynn University department, employee or student is not acceptable within the terms of this User Agreement. Should you not return the iPad within twenty (20) business days, your university records will be placed on hold and your account will be billed \$400 for the value of the iPad. Your return of the iPad and its accessories will not be accepted after twenty (20) business days.

Non-Returned Accessories Charge:

- Apple Pencil: \$130
- 18W USB-C Power Adapter: \$30
- Apple USB-C to Lightning Cable (1M): \$20
- Apple Smart Keyboard Folio 12.9-inch: \$180