



This Agreement is made by and amongst the Davis School District (DSD), the Student, and the Parent/Guardian named on page 2 of the Agreement. The assigned internet hotspot is being made available to eligible students during their enrollment in 2019-20 school year in DSD and on the terms and conditions described in this document only for purposes of educational services provided by (DSD).

- The student's possession and use of the mobile hotspot will be subject, at all times, to the terms and conditions described in this document, with all applicable state and federal laws and regulations, and all applicable DSD policies and procedures. DSD may place additional restrictions on the student's use or possession of the hotspot, at any time and for any reason, with or without prior notice.
- Students must surrender the mobile hotspot to DSD when they cease to be enrolled in DSD; are found to have violated School Board policies, State or Federal law; when DSD provides Student with notice that the mobile hotspot must be returned; or if student fails to perform any obligations under this Agreement.
- The mobile hotspot and any accompanying peripheral (e.g., power cord) is and will remain at all times the property of DSD. Therefore, student and parent shall permit persons designated by DSD to examine the mobile hotspot at any time for any reason. The student or the student's parent/guardian will immediately surrender the hotspot to that teacher, school administrator, or other district representative.
- Under no circumstances will the student use the hotspot or permit the hotspot be used in furtherance of any crime or fraud, accessing, viewing, or transmission of pornographic content, illegal or unauthorized accessing or use of data, bullying or harassment (including cyber-bullying), malicious internet activities (including hacking), or any unlawful activities of any kind.
- Any violation of the terms or conditions set forth or referenced in this document may result in the possession or use of the hotspot being restricted, suspended, or terminated, with or without prior notice, at the sole discretion of DSD.
- The T-Mobile Hotspots come with a CIPA compliant filter (TitanHQ) that meets the legal filtering requirements for students. T-Mobile certifies with the FCC on an annual basis this filtering solution. T-Mobile consulted with multiple 3rd parties and has certified the following list of blocked categories with the FCC each year for the past few years: pornography, nudity, gambling, anonymizer, phishing/fraud, spam/spyware.
- DSD assumes no liability for any material accessed on the district-issued hotspot. Parent and Student, including their heirs and assigns agree that they will release, forever discharge, indemnify, defend, and hold DSD harmless from any and all claims arising from the Student's or Parent's use, misuse, or possession of the mobile hotspot issued to the Student pursuant to this Agreement including but not limited to any and all damages whatsoever kind or nature.
- Student and Parent may not make any alterations to hardware, or software to the mobile hotspot absent express permission from DSD, which permission is at the sole option of DSD.
- Student and parent agree to immediately notify school site personnel upon the occurrence of any loss to, damage to, or malfunctioning of any part of the mobile hotspot for any reason. If hotspot is stolen outside of school premises/grounds parent shall contact the applicable municipal County police department and shall file a police report and provide a copy of the police report to designated school site personnel. Student may be issued a one-time replacement of the mobile hotspot, while supplies last.
- Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this Agreement. This Agreement shall be governed by, and construed in accordance with the laws of the State of Utah venue for any claim shall lie exclusively in a court of competent jurisdiction in Davis County. Parties shall be responsible for their own attorneys' fees and costs. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Utah to be sued by third parties in any matter arising out of any contract.



Please sign this page and return to the school. Keep the first page for your records.

Parent/Guardian (Print) Relationship to Student

Student Name (Print) Student Identification Number

Student Grade School

Hot Spot Make/Model and Serial Number

• I give permission for my child to participate in the DSD Home Internet Project. The DSD Home Internet Project is focused on providing internet access to students without current in-home connectivity.

• I certify that my child does not have internet access in the home, and that the DSD Home Internet Project will be the sole source of my student's in-home internet access. *[A lack of home internet access means: a) no internet access in the home, b) multiple students in the household with access to a single computer, or c) dial up internet at home.]*

• I understand that my child will receive a device along with access to the internet for academic purposes. I understand that my child must comply with the school's and the district's Acceptable Use Policies and any device management practices. I waive any and all claims against Davis School District, T-Mobile, or the DSD Home Internet Project.

I have read and understand the terms and conditions of the foregoing Agreement, and agree to all of its terms and conditions. I certify that all the information on this form is correct, and that I have the authority to provide this consent.

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Home Phone _____ Work Phone _____ Cell Phone _____