

# COMPUTER USE AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties:

This Computer Use Agreement ("Agreement") is entered into by and between:

- The Company/Owner ("Owner"): \_\_\_\_\_
- The User/Employee ("User"): \_\_\_\_\_

## 1. Purpose:

The purpose of this Agreement is to establish the terms and conditions under which User may use the Owner's computer systems, networks, and electronic resources (collectively, the "Systems").

## 2. Authorized Use:

User is authorized to use the Systems solely for legitimate business purposes and in accordance with all applicable laws, policies, and instructions provided by Owner.

## 3. User Responsibilities:

User shall not use the Systems to access, create, transmit, or store any material that is illegal, obscene, defamatory, harassing, or otherwise inappropriate. User agrees to protect passwords and access credentials and to report any security breaches or unauthorized use immediately.

## 4. Privacy and Monitoring:

User acknowledges that the Systems and all data stored or transmitted are the property of Owner. Owner reserves the right to monitor, access, and disclose all usage and communications on the Systems without prior notice, consistent with applicable law.

## 5. Prohibited Activities:

Prohibited activities include, but are not limited to: unauthorized access or attempts to access other systems; introduction of malicious software; unauthorized copying or distribution of copyrighted materials; and any activity that may harm the integrity, security, or performance of the Systems.

## 6. Intellectual Property:

All intellectual property created or accessed by User through the Systems in connection with their duties is the exclusive property of Owner.

## 7. Security Measures:

User agrees to comply with all security protocols established by Owner, including but not limited to use of antivirus

software, firewalls, and reporting of suspicious activities.

**8. Data Backup and Retention:**

Owner is responsible for regular backup of data. User shall not delete or alter data without authorization and must report any data loss immediately.

**9. Consequences of Violation:**

Violation of this Agreement may result in disciplinary action, up to and including termination of employment or contract, legal action, and financial liability for damages.

**10. Limitation of Liability:**

Owner shall not be liable for any damages arising from use or inability to use the Systems, including but not limited to data loss, interruption of service, or unauthorized access.

**11. Term and Termination:**

This Agreement is effective for the duration of User's relationship with Owner and may be terminated by either party upon notice. Termination does not relieve User of obligations incurred prior to termination.

**12. Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**13. Entire Agreement:**

This Agreement constitutes the entire agreement between the parties regarding computer use and supersedes all prior agreements or understandings, whether written or oral.

**14. Amendments:**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**OWNER'S SIGNATURE**

**USER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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