

Oratory Athenæum for University Preparation

BYOD iPad Use Agreement 2016-2017

Student Name _____ Grade _____

APPLE iPad Model Number _____ Serial Number _____

MAC Address _____

Note: By providing this information it will assist in tracking down lost or stolen devices on our network.

*A Media Access Control address or MAC address is a unique code assigned to every piece of hardware that connects to the Internet. Internet capable phones, Network Interface Cards for desktop or notebook computers, Wireless Access Cards, and even some memory cards are among the devices that are assigned MAC addresses. When a manufacturer creates a network capable piece of hardware they will assign the MAC address which will usually begin with a code that is tied to the manufacturer. The MAC address will be unique to every device. **This is usually located on the box or device itself.** Device's Mac Address is composed of six pairs of hexadecimal numbers. The numbers are separated by colons as in the following example: 6E : 51 : F5 : c1 : 11 : 00 **If you are not sure how to locate your MAC address please contact the manufacturer.***

This BYOD (Bring Your Own Device) iPad Use Agreement is made effective as of August 15, 2016 (or the date when signed below by all parties, if before) between Oratory Athenæum for University Preparation and the above named student and the student's parent or guardian (collectively referred to in this document as "Student").

Equipment Subject to Agreement: The Equipment subject to this Agreement ("Equipment") includes only the Apple iPad belonging to the student and its cover or carrying case, should there be one.

Device: This Agreement shall apply to the Student owned device version latest iOS, Wi-Fi capability, and no 3G or 4G service.

Ownership: The Student holds ownership of the Equipment, but shall hold no security or ownership interest in the licenses to software installed by the Oratory Athenæum for University Preparation on his/her device while he/she is registered at the School.

Compliance with Software Licenses: The Student shall not make copies of software licensed to the school. The Student is responsible for compliance with the license terms of any licensed software, and the Student agrees to hold the School harmless for any violations of such license terms.

Use at School: The device is only allowed to be used for educational

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purposes and must be used only in classes approved for their use.

Care of Equipment: The Equipment should only be used in a careful and proper manner and should be kept in good operating condition at all times. Being that it is a personal-owned device, it is the Student's responsibility to properly care for the device and to bring it fully charged each day for use at the Oratory Athenæum for University Preparation. The Oratory Athenæum for University Preparation's responsibility with the device is limited to the content the Technology Department has installed for educational purposes. Other than this content, the Oratory Athenæum for University Preparation is not responsible for any care of the equipment, or for providing Student access to charge the Equipment.

Right of Inspection: The Student shall make the Equipment available to school personnel as necessary for purposes of inspection and/or software installation during the Oratory Athenæum for University Preparation's normal business hours.

Indemnity of School for Loss or Damage: The Student assumes all risks of loss of the Equipment.

Warranty: The Oratory Athenæum for University Preparation does not offer any warranty on the equipment. The Oratory Athenæum for University Preparation is not responsible for any damage or defect of the equipment. The Student assumes responsibility for the condition of the Equipment.

Entire Agreement and Modification: This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior Apple Equipment Use agreements between the parties.

Governing Law: This Agreement shall be construed in accordance with the laws of the State of Texas.

Severability: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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Disclosures: The Student and the Student's parent or guardian, hereby agrees to the terms of this Agreement.

I have read and agree to abide by Oratory Athenæum for University Preparation Technology Acceptable Use Policy. I understand that the use of any technology at Oratory Athenæum for University Preparation is a privilege, and should be done for educational purposes only.

I understand that this privilege may be revoked and my wireless device confiscated by a teacher or administrator at any time if I violate the conditions of the school's Technology Acceptable Use Policy.

Student Name _____

Student Signature _____ Date _____

Parent or Guardian Name _____

Parent or Guardian Signature _____ Date _____

Administrator Name _____

Administrator Signature _____ Date _____