

MARINE CORPS USER AGREEMENT AND STANDARD MANDATORY NOTICE AND CONSENT PROVISION

By signing below, I agree to the following rules of behavior:

- I understand that I am providing both implied and expressed consent to allow authorized authorities, to include law enforcement personnel, access to my files and e-mails which reside or were created on Government IT resources.
- I will not conduct any personal use that could intentionally cause congestion, delay, or disruption of service to any Marine Corps system or equipment.
- I will not install or use any Instant Messaging client or peer-to-peer file sharing application, except that which has been installed and configured to perform an authorized and official function.
- I will not use Marine Corps IT systems as a staging ground or platform to gain unauthorized access to other systems.
- I will not create, copy, transmit, or retransmit chain letters or other unauthorized mass mailings, regardless of the subject matter.
- I will not use Government IT Resources for activities that are illegal, inappropriate, or offensive to fellow employees or the public. Such activities include, but are not limited to: hate speech, or material that ridicules others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.
- I will not use Government IT resources for personal or commercial gain without commander approval. These activities include solicitation of business services or sale of personal property.
- I will not create, download, view, store, copy, or transmit materials related to illegal gambling, illegal weapons, terrorist activities, and any other illegal activities or activities otherwise prohibited such as transmitting sexually explicit or sexually oriented materials.
- I will not use Marine Corps IT systems to engage in any outside fund-raising activity, endorse any product or service, participate in any lobbying activity, or engage in any prohibited partisan political activity.
- I will not post Marine Corps information to external newsgroups, bulletin boards or other public forums without proper authorization. This includes any use that could create the perception that the communication was made in one's official capacity as a Marine Corps member, unless appropriate approval has been obtained or uses at odds with the Marine Corps mission or positions.
- I will not use Marine Corps IT resources for the unauthorized acquisition, use, reproduction, transmission, or distribution of any controlled information, including computer software and data, that includes privacy information, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data, or export controlled software or data.
- I will not modify or attempt to disable any anti-virus program running on a Marine Corps IT system without proper authority.
- I will not connect any personally owned computer or computing system to a DoD network without prior proper written approval.

MARINE CORPS USER AGREEMENT AND STANDARD MANDATORY NOTICE AND CONSENT PROVISION

By signing this document, you acknowledge and consent that when you access Department of Defense (DoD) information systems:

1) You are accessing a U.S. Government (USG) information system (IS) (which includes any device attached to this information system) that is provided for U.S. Government authorized use only.

2) You consent to the following conditions:

a) The U.S. Government routinely intercepts and monitors communications on this information system for purposes including, but not limited to, penetration testing, communications security (COMSEC) monitoring, network operations and defense, personnel misconduct (PM), law enforcement (LE), and counterintelligence (CI) investigations.

b) At any time, the U.S. Government may inspect and seize data stored on this information system.

c) Communications using, or data stored on, this information system are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.

d) This information system includes security measures (e.g., authentication and access controls) to protect U.S. Government interests--not for your personal benefit or privacy.

e) Notwithstanding the above, using an information system does not constitute consent to personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications or data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work product are private and confidential, as further explained below:

i) Nothing in this User Agreement shall be interpreted to limit the user's consent to, or in any other way restrict or affect, any U.S. Government actions for purposes of network administration, operation, protection, or defense, or for communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.

ii) The user consents to interception/capture and seizure of ALL communications and data for any authorized purpose (including personnel misconduct, law enforcement, or counterintelligence investigation). However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies.

iii) Whether any particular communication or data qualifies for the protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an information system if the user intends to rely on the protections of a privilege or confidentiality.

MARINE CORPS USER AGREEMENT AND STANDARD MANDATORY NOTICE AND CONSENT PROVISION

iv) Users should take reasonable steps to identify such communications or data that the user asserts are protected by any such privilege or confidentiality. However, the user's identification or assertion of a privilege or confidentiality is not sufficient to create such protection where none exists under established legal standards and DoD policy.

v) A user's failure to take reasonable steps to identify such communications or data as privileged or confidential does not waive the privilege or confidentiality if such protections otherwise exist under established legal standards and DoD policy. However, in such cases the U.S. Government is authorized to take reasonable actions to identify such communication or data as being subject to a privilege or confidentiality, and such actions do not negate any applicable privilege or confidentiality.

vi) These conditions preserve the confidentiality of the communication or data, and the legal protections regarding the use and disclosure of privileged information, and thus such communications and data are private and confidential. Further, the U.S. Government shall take all reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.

f) In cases when the user has consented to content searching or monitoring of communications or data for personnel misconduct, law enforcement, or counterintelligence investigative searching, (Le., for all communications and data other than privileged communications or data that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants), the U.S. Government may, solely at its discretion and in accordance with DoD policy, elect to apply a privilege or other restriction on the U.S. Government's otherwise-authorized use or disclosure of such information.

g) All of the above conditions apply regardless of whether the access or use of an information system includes the display of a Notice and Consent Banner ("banner"). When a banner is used, the banner functions to remind the user of the conditions that are set forth in this User Agreement, regardless of whether the banner describes these conditions in full detail or provides a summary of such conditions, and regardless of whether the banner expressly references this User Agreement.

User Name (LName, FName, MI): _____

User Signature: _____

Date (MM/DD/YYYY): _____