

## **RemoteCOM User Agreement**

I the **Supervised Client** by checking below, it is with the understanding that computer access to the Internet may pose significant risk of re-offense if not properly managed, the above-named individual voluntarily agrees to the following terms and conditions related to the services provided by RemoteCOM:

1. You shall not possess or let another individual possess an unauthorized computer in your home. ("Unauthorized" means any computer that is not being actively monitored by the monitoring service without prior approval from the Supervising Officer.)
2. You are permitted to use computer systems at your place of employment for employment purposes only with prior approval from the Supervising Officer.
3. You are permitted to use computer systems at the educational facility where you are enrolled for education-related purposes only with prior approval from the Supervising Officer.
4. You must provide to the Supervising Officer or designee all usernames, and user passwords for email, electronic bulletin boards, chats, instant messaging, newsgroups, user groups, and peer-to-peer file sharing programs if you are required to do so by law or by the court as a special condition of your probation.
5. You shall not view, subscribe to, download, or transmit any sexually oriented or sexually stimulating material in any medium, including but not limited to text, images, movies, or other multi-media files, in violation of state or federal laws or if the court so orders as a special condition of probation.
6. You agree not to search for, view, download, possess, or transmit certain materials related to, or part of, the grooming cycle for your crime. Such materials include, but are not limited to, the following: images of your victim, fictional stories or images related to your crime or similar crimes, or images that depict individuals similar to your victims (e.g. children).
7. You agree that you will not use any form of encryption, cryptography, steganography, compression, password protected files or other method that might limit access to or change the appearance of data or images without prior written approval from your Supervising Officer or designee. If, for work purposes, password protection is required on any system or files used by you, you will provide the password upon request of the Supervising Officer or designee.
8. You agree that you will not prevent the creation of, alter, or destroy records of computer use without the Supervising Officer or designee's approval. This includes, but is not limited to, deleting or altering of browser history data regardless of its age, or possessing software or items designed to boot into RAM, kernels, alter or wipe a computer media, forensic software, or block monitoring software. You also agree not to restore the monitored device to a previous state or to reinstall the operating system without the prior express written approval of the Supervising Officer.

9. You voluntarily consent to announced and unannounced examination by the Supervising Officer or designee of any and all computer(s) and/or electronic devices(s) to which you have access for the limited purpose of detecting content prohibited by this document, conditions of probation/ parole, or court order. This consent to examine includes access to all data, including images, stored on hard disks, Zip Disks, floppy diskettes, CD ROMs, optical disks, magnetic tape and/or any other storage media whether installed within a device or removable and separate from the actual computer device.
10. You will provide the Supervising Officer or designee with a current list of all equipment used or possessed by you, including back-up systems, and external storage devices and media. You will keep this list current.
11. You agree to install, or allow to be installed at you own expense, equipment or software to monitor or limit computer use. You agree to waive any expectations of privacy from the Supervising Officer, his or her designee, Agencies and/or Governments responsible for supervising your probation, or RemoteCOM regarding computer use or information stored on the computer if monitoring software is installed and understand and agree that information gathered by said monitoring software may be used against you in subsequent court actions regarding your computer use and conditions of supervision.
12. You agree to be fully responsible for all material, data, images and information found on your computer, or any devices subject to monitoring/search at all times.
13. You specifically agree and voluntarily consent that your computer may be examined and/or searched at any time, announced or unannounced, by your Probation Officer or designee to verify compliance with these special conditions of supervision. You understand and agree that your computer, related equipment, and storage devices are subject to seizure by Supervising Officer or designee if, during an announced or unannounced examination of the computer or other media, the Supervising Officer or designee finds any evidence of computer use prohibited by this document.
14. You shall not use or own any device which allows Internet access other than authorized by the Supervising Agency or your Supervising Officer. This includes but is not limited to, satellite dishes, PDA's, Electronic Games, Gaming systems, Web-Television, Internet appliances, and cellular/digital phones.
15. You shall not have another individual access the Internet on your behalf to obtain files or information which you are restricted from accessing yourself.
16. You shall submit any and all computers or devices which allows Internet access within your residence for monitoring, which are owned or used by you. All of these computers and devices are required to be monitored under the scope of this agreement and are subject to random searches by the Supervising Agency, your Supervising Officer, or designee.
17. You are strictly prohibited from purchasing, playing, registering, or participating in any online game without the prior express written approval of the Supervising Officer or designee, if a court so orders in as a special condition of supervision.
18. You are responsible for any and all costs reasonably incurred for monitoring services. This includes, but is not limited to, the initial preview of your computer systems if

required, the installation of software used by the monitoring service, the monthly monitoring fees, and any applicable taxes. These fees are set out in the installation handout.

19. You agree to pay your monitoring fees which are due on the 25th of the month prior to the period you are being monitored for. You also agree to pay any additional fees such as late fees, and reinstall fees. These fees are set out in the installation handout.
20. Your designated computer will be monitored by REMOTECOM. It is your sole responsibility to notify any user of the conditions of this agreement.
21. You voluntarily waive any expectation of privacy from Probation/ Parole Operations, Agencies and/or Governments responsible for your supervision, or REMOTECOM while using this system. You agree to inform other persons who use, or may use, the monitored device that the device is being monitored, and that they should not expect their use of the monitored device to be private. You understand this may include communication with lawyers, doctors, and clergy members, and that there are alternative means of communicating with the above persons other than through the monitored device. By using this system you agree to the terms of this agreement.