
Terms Of Use

The Downtown Boulder Foundation (DBF) is pleased to provide WiFi to you in accordance with the following Terms of Use ("Terms"). These terms and policies may be changed from time to time, therefore it is suggested that you read the terms of use each time you log on to the "#Pearl" network. By clicking the acceptance/continue button, you acknowledge that you have read and agree to these Terms, which are legally binding.

The DBF free WiFi is intended for use by persons 18 years or older or with permission and supervision of a parent or guardian. The "#Pearl" network may only be used for lawful purposes, and the DBF takes no responsibility and does not accept liability for any of its network user's activities that violate the law (including copyright law).

Security

The DBF WiFi ("#Pearl" network) is an open, public-access network. Like most public WiFi systems, the network is not secured, and communications over the network may be subject to interception by unauthorized third parties. Although the DBF uses reasonable efforts to provide you with a reliable service, your use of the "#Pearl" network is AS IS and AS AVAILABLE and we cannot and do not make any general or specific warranties regarding the security, availability, performance or other functionality of the DBF WiFi ("#Pearl" network).

You are responsible for implementing your own security protections while using the "#Pearl" network. In the event you become aware of any unauthorized use of the "#Pearl" network or any other breach, you agree to immediately notify us. The DBF expressly disclaims any responsibility or liability for your use of the DBF WiFi / "#Pearl" network and for any lack of security that may result from your use of the "#Pearl" network. You agree to hold the DBF harmless for the loss of any file, data or other information while using the Service, and for any unauthorized access to or utilization by any third party of any of your personal, financial, or other sensitive information.

Open Resource/Parental Concerns

The "#Pearl" network is open to anyone, and individual activity on the network is not limited or monitored. This means that network users may access internet sites that may be harmful, graphic or offensive. (Sites containing adult materials or content accessed through bit torrent or other peer-to-peer networks are prohibited.) Network administrators maintain the Wi-Fi network so that residents and visitors may find all that is offered online in the way of business and research. Adults are expected to regulate their own internet usage and the DBF is not responsible for policing the internet or for an internet user's activity online. The DBF upholds and affirms the right of adults to have access to constitutionally-protected materials and means of expression.

Prohibited Activities

Wi-Fi network users may not use the “#Pearl” network for the commission of harmful or illegal activities, including, but not limited to, the following:

- Hacking into any system;
- Introducing any virus, worm, spyware, Trojan horse or other program or code into any computer, computer system, software or disks;
- Any activities intended to aid any crime, including identity theft or credit card theft, and including the exploitation of minors, or child pornography;
- Violating any applicable laws including, but not limited to federal copyright laws by making unauthorized copies of copyrighted or licensed software, data, entertainment files, text or publications;
- Downloading, uploading, accessing, streaming, posting, emailing, transmitting or otherwise making available any materials that infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Participating in or committing telecommunications fraud;
- Using the Service to transmit any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rule or regulations promulgated thereunder;
- Using the Service to harm, or attempt to harm other persons, businesses or other entities;
- Using the Service to transmit any material that threatens or encourages bodily harm or destruction of property or harasses another;
- Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam;
- Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited;
- Using the Service to transmit or facilitate any unsolicited commercial email or unsolicited bulk email;
- Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the DBF or another entity’s computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the access, corruption or loss of data;

- Using the Service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent;
- Reselling the Service;
- Using the Service for any activity which adversely affects the ability of other people or systems to use the DBF “#Pearl” WiFi network or the Internet. This includes “denial of service” (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is your responsibility to ensure that your network is configured in a secure manner;
- Using your personal account for high volume or commercial use is prohibited. The Service is intended for periodic, active use of email, newsgroups, file transfers, Internet chat, messaging, and browsing of the Internet. You may stay connected so long as you are actively using the connection for the above purposes. You may not use the Service on a standby or inactive basis in order to maintain a connection. Accordingly, the DBF maintains the right to terminate your connection following any extended period of inactivity;

You agree to indemnify, defend and hold harmless the DBF against any and all claims, costs or liabilities arising from or related to your violation of these terms of use.

Performance of the DBF WiFi / “#Pearl” network

In order to use the “#Pearl” network, you must have a WiFi- capable device that (a) meets U.S. and other applicable technical standards; (b) is compatible with the DBF WiFi; (c) runs the IP protocol; and (d) is configured to obtain web addresses automatically. The WiFi device must be in close enough proximity to “#Pearl” network wireless access points to achieve connectivity with the “#Pearl” network.

It is understood that the “#Pearl” network is subject to external interferences, environmental influences, and other factors and variables beyond our reasonable control. Performance and availability may vary, including but not limited to or affected by, (a) transmission and download speed and accuracy; (b) network congestion; (c) performance, configuration, and functionality of your WiFi devices and wireless cards (including, but not limited to memory, storage and other limitations); (d) physical obstructions and distances between your WiFi device and the “#Pearl” network; (e) availability of electric power; (f) collocation failures; (g) transmission and equipment limitations, failures, maintenance or repair; and (h) user error. The “#Pearl” network may also be interrupted, refused, limited or curtailed for these

reasons. The DBF is not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Actual network speed and other performance will vary.

In order to maintain acceptable levels of service for all “#Pearl” network customers and to improve this service, we reserve the right to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all “#Pearl” network users. Service may be suspended or terminated for any reason. There is no right created to use this WiFi service. No WiFi provider can offer absolute privacy while on the internet and transactions may be monitored for your protection against illegal or fraudulent acts.

Changes to the Downtown Boulder Foundation WiFi and these Terms of Use

You agree that the DBF may for any reason, and without notice to you, modify or terminate the “#Pearl” network and these Terms of Use without liability to you, any user or any third party. We urge you to review these Terms of Use periodically so that you will be aware of any modifications.

Effective July 16, 2018