

Boulder Housing Partners' Resident Wi-Fi Terms of Service

Free Wi-Fi Access is for Personal Use Only

Welcome to Boulder Housing Partner's (BHP's) Free Wi-Fi access! BHP provides this access as a benefit for residents living in BHP properties. We hope you enjoy it.

This Free Wi-Fi access is meant for personal access of the internet only. Any unauthorized use may result in the forfeiture of your Wi-Fi access. Unauthorized use includes but is not limited to these examples:

- Modifying, adapting, translating, or reverse engineering any portion of the Free Wi-Fi
- Attempting to break security, access, tamper with or use any unauthorized areas of the Free Wi-Fi
- Attempting to collect or maintain any information about other users of the Free Wi-Fi (including usernames and/or email addresses) or other third parties for unauthorized purposes
- Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other user's enjoyment of the service
- Engaging in any activity that infringes or misappropriates the intellectual property, publicity, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations including, but not limited to the U.S. Export Administration Regulations and Executive Orders
- Distribution of any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information-gathering activity
- Using the Free Wi-Fi for any unlawful, harassing, abusive, criminal or fraudulent purpose. BHP has the right to monitor traffic and log connections for devices using our facilities, and to provide user information, or use records, and other related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property)

Terms of Service for BHP's Free Wi-Fi; Termination

BHP may modify or terminate the Free Wi-Fi and these Terms of Service and any accompanying policies, for any reason, and without notice, including the right to terminate with or without notice. Upon any such termination, any and all rights granted by BHP to you shall terminate.

Privacy Policy

BHP's Privacy Policy describes how BHP treats personal information when you use these services. You understand and agree that BHP may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of BHP or the public.

Your Responsibilities

You understand that BHP's Free Wi-Fi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. BHP will not be liable to you or any other party for any lack of security that may result from your use of BHP's Free Wi-Fi. You agree that you are responsible for providing security measures that are suited for your intended use of BHP's Free Wi-Fi. For example, you shall take full responsibility for taking adequate measures from safeguarding your data from loss. Also, other than the technology provided by BHP, you must provide all equipment, technology and software to use BHP's Free Wi-Fi.

Disclaimers

The services and products are provided on an "as is" basis, and customer's use thereof is at its own risk. BHP does not make, and hereby disclaims, any and all other express and implied warranties or conditions, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. BHP does not warrant that the services will perform at a particular speed, or will be uninterrupted, error-free, or secure.

Limitation of Liability

Under no circumstances shall either BHP or its suppliers be liable for incidental, consequential, indirect, or special damages of any nature, or for any lost revenues, lost profits or loss of business regardless of the cause of action, and whether or not foreseeable. In no event shall BHP or its suppliers' cumulative liability exceed the fees paid by customer through the month in which the claim arose even if bhp is informed of the possibility of such damages. In addition, boulder housing partners and its suppliers will not be responsible for any damages, losses, expenses or costs that customer suffers as a result of: (i) any interruption or failure of the services or products; (ii) the downloading or use of any information, data or materials obtained via the services or from the internet; (iii) any failure to complete a transaction on the internet or using the services or any loss of data due to delays, non-deliveries, misdeliveries, or service interruptions; (iv) anything beyond the reasonable control of boulder housing partners, including but not limited to any interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of services or products or combination of services or products with other services, products or equipment; (vi) viruses, worms, trojan horses, or other undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to customer's data, website, computers, or networks.

Indemnity

You agree to hold harmless and indemnify BHP, its suppliers and licensors from and against any third party claim arising from or in any way related to your use of BHP's Free Wi-Fi, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, BHP will provide you with written notice of such claim, suit or action.

Intellectual Property Policy

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that your copyright has been infringed on or through BHP's Free Wi-Fi, file a notice. To file a notice of copyright notice with us, please send a written communication by regular mail to: Boulder Housing Partners / IT Department / 4800 Broadway St, Boulder Co 80304. Provide information reasonably sufficient to permit BHP staff to contact you (email address is preferred).

Miscellaneous Provisions

These BHP Terms of Service will be governed by and construed in accordance with the laws of the State of Colorado. If for any reason a court of competent jurisdiction finds any provision or portion of the BHP Terms of Service to be unenforceable, the remainder of the BHP Terms of Service will continue in full force and effect.