

# Desert Botanical Garden Guest Wi-Fi Acceptable Use Policy

The Desert Botanical Garden Guest Wi-Fi Service is a free wireless internet service (Service) provided to visitors of the Desert Botanical Garden.

The Desert Botanical Garden Guest Wi-Fi Service Acceptable Use Policy is intended to help enhance the use of the internet by preventing unacceptable use. You, as a user of this Service, must comply with this Policy. By using The Desert Botanical Garden Guest Wi-Fi Service, you acknowledge and agree to follow this Policy and the terms of this Policy as stated herein. Your violation of this Policy may result in the suspension or termination of your access to the Service and/or other actions including but not limited to cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

## Indemnification

You agree to indemnify, defend, and hold harmless the Desert Botanical Garden and its affiliates, officers, employees, agents, suppliers, sponsors or other partners from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your use of the Service, your violation of this Agreement, or your violation of any rights of another.

The Desert Botanical Garden Guest Wi-Fi Service Acceptable Use Policy prohibits the following:

1. 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.
2. Using the Service to harm, or attempt to harm other persons, businesses or other entities.
3. Using the Service to transmit any material that threatens or encourages bodily harm or destruction of property or harasses another.
4. Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam.
5. 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.
6. Using the Service to transmit or facilitate any unsolicited commercial email or unsolicited bulk email.
7. 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 Desert Botanical Garden Guest Wi-Fi Service 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.
8. 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.
9. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
10. Reselling the Service.
11. Using the Service for any activity which adversely affects the ability of other people or systems to use The Desert Botanical Garden Guest Wi-Fi Service 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.
12. 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 Desert Botanical Garden maintains the right to terminate your connection following any extended period of inactivity.

## Disclaimer of Warranties and Limitation of Liability

**LIMITATION OF LIABILITY.** You assume total responsibility for use of the Service and the Internet and access the same at your own risk. The Desert Botanical Garden and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, has no responsibility whatsoever for the content accessible or actions taken on the internet and The Desert Botanical Garden Guest Wi-Fi Service network, and shall not be liable to you for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any loss of use, loss of business, and/or loss of profit, arising out of or related to this terms of service. Under no circumstances will the Desert

Botanical Garden and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of The Desert Botanical Garden Guest Wi-Fi Service be liable to you or any third parties for any amount.

DISCLAIMER OF WARRANTIES. The Service is provided on an “as is” and “as available” basis. The Desert Botanical Garden and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, makes no warranty of any kind, written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose. No advice or information given by Desert Botanical Garden and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of The Desert Botanical Garden Guest Wi-Fi Service shall create a warranty. The Desert Botanical Garden and its affiliates, officers, employees, agents, suppliers, sponsors or other partners does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.