**UBC Wireless Use Policy**

**Acceptance of the Terms of Use means that:**

1. You agree to adhere to the Terms of Use, as defined below;
2. You must comply with UBC’s terms of Acceptable Use;
3. You will not engage in any Illegal or Unacceptable Uses.

**Terms of Use**: This service is intended for use by visitors to UBC. UBC faculty, staff, and students, should access the UBC or UBCSecure wireless networks for optimal performance.

**You acknowledge that**

1. You shall be fully responsible for any consequences resulting from your use of the UBC Visitor Wireless network (hereafter referred to as “the "Service");
2. UBC does not guarantee that the Service will be may not be uninterrupted or error-free;
3. You will not use the Service to engage in activities that are illegal, unacceptable, discriminating, or harassing;
4. You will comply with UBC’s Responsible Use of Information Technology Facilities and Services Policy

 [http://it.ubc.ca/\_\_shared/assets/Management\_of\_the\_Wireless \_Networks\_Policy3923.pdf](http://it.ubc.ca/__shared/assets/Management_of_the_Wireless_Networks_Policy3923.pdf) (PDF 72KB).

1. UBC is not responsible for problems caused on your computer while using the Service. Examples include but are not limited to: virus infections, malware installation and attacks by 3rd third parties;
2. UBC does not guarantee the security of the Service and that unauthorised third parties will not be able to access your computer or files or otherwise monitor your connection;
3. The Service and any products or services provided on or in connection with the Service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or Service and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by UBC, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed.
4. **Limitation of Liability** - In no event shall UBC be liable for any direct, indirect, incidental, special, or consequential damages (including, but not limited to, loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising out of or in connection with the use of the Service.
5. UBC’s ability to provide the Service without charge is based on the limited warranty; disclaimer and limitation of liability specified in these Terms of Use and UBC would implement a substantial charge for the Services if any of these provisions were unenforceable.

**Background**

The Service is intended to be a convenient supplement to the network infrastructure for visitors to UBC who require basic Internet access. Wireless access points situated around the campus allow suitably equipped and configured computers to make wireless connections to the Internet.

The Service is provided at no charge by UBC. Access to the Service is completely at the discretion of UBC, and access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of these Terms of Use, actions that may lead to liability for UBC, disruption of access to other Users or networks, and violation of applicable laws or regulations. Users must accept these Terms of Use each time the Service is used and it is the user’s responsibility to review it for any changes each time.

Users should not expect the Service to provide the same quality-of-service as the wired or other alternate wireless networks available on the UBC Vancouver campus. When reliability and high performance are required, the wired or an alternate wireless network should be used.

**Acceptable Use**

1. Broadcast frequencies used by the wireless network may be monitored on UBC property. Devices that generate interference with the UBC wireless network may be subject to restriction or removal.
2. Use of the wireless network is subject to the general restrictions of the BCNET Acceptable Use Policy for Campus Computers & Networks

(<http://www.it.ubc.ca/security/securitypolicies.html>) and the Management Policy of the Wireless Network Policy

[http://it.ubc.ca/\_\_shared/assets/Management\_of\_the\_Wireless \_Networks\_Policy3923.pdf](http://it.ubc.ca/__shared/assets/Management_of_the_Wireless_Networks_Policy3923.pdf) (PDF 72KB).

1. If abnormal behaviour is detected, including heavy consumption of bandwidth, UBC reserves the right to permanently disconnect the offending device from the wireless network.

**Examples of Illegal Uses**

The following are representative samples only and do not comprise a comprehensive list of illegal uses:

1. **Spamming and invasion of privacy** - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
2. **Intellectual property right violations** - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
3. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent 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.
4. The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
5. Export Control Violations
6. Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
7. Uttering threats;
8. Distribution of pornographic materials to minors;
9. and Child pornography.

**Examples of Unacceptable Uses**

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

1. High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e.torrents)
2. Obscene or indecent speech or materials
3. Defamatory or abusive language
4. Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
5. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. Facilitating a Violation of these Terms of Use
7. Hacking
8. Distribution of Internet viruses, Trojan horses, or other destructive activities
9. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
10. Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
11. The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
12. Seeking information on passwords or data belonging to another user;
13. Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others;
14. Copying someone else’s files, or programs, or examining such information unless authorized;
15. Using University-provided computer accounts for commercial purposes such as prompting by broadcast non-educational profit-driven products or services; and
16. Intercepting or examining the content of messages, files or communications in transit on a data network.

**Limited Support**

1. The maximum data speed of the Service is significantly lower than the speed of the campus wired and other wireless networks.
2. Performance varies and cannot be guaranteed.
3. Off-campus connections to the Service are not permitted.
4. Devices connecting to the Service must be capable of meeting minimum standards, as defined by UBC IT. Some older devices do not meet these standards, and may not be used with the Service.

The intent of these Terms of Use is to identify acceptable usage, but these Terms of Use do not list all possible unacceptable or illegal uses. Using the guidelines given above, UBC may, at any time, make a determination that a particular use is unacceptable.

You must accept these Terms of Use to continue.