

Boise Centre/The Greater Boise Auditorium District

WEBSITE TERMS OF USE

Last Modified: October 2024

1. Acceptance of the Terms of Use.

These terms of use are entered into by and between you, Boise Centre and the Greater Boise Auditorium District (collectively, "**we**," "**our**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of boiscentre.com or boiseauditorium.com, including any content, functionality, and services offered on or through boiscentre.com or boiseauditorium.com (the "**Websites**").

Please read these Terms of Use carefully before you start to use the Websites. **BY ACCESSING OR USING THE WEBSITES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND AT <https://www.boiscentre.com/privacy-policy/> INCORPORATED HEREIN BY REFERENCE.** If you do not want to agree to these *Terms of Use* or the *Privacy Policy*, you must not access or use the Websites.

The Websites are offered and available to users who are 18 years of age or older. By using the Websites, you represent and warrant that you are of legal age to form a binding contract with Boise Centre and the Greater Boise Auditorium District (~~us~~) and meet the foregoing eligibility requirements. If you do not meet all of these requirements, then you must not access or use the Websites.

2. Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Websites thereafter.

Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing the Websites.

We reserve the right to withdraw or amend the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Websites are unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Websites or one or both Websites.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Websites.
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current, and complete. You agree that all information you provide to register with the Websites or otherwise, including, but not limited to, through the use of any interactive features on the Websites, are governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our *Privacy Policy*.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Websites or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time [in our sole discretion for any or no reason, including] if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights.

The Websites and entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Boise Centre and the Greater Boise Auditorium District, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

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You must not access or use for any commercial purposes any part of the Websites or any services or materials available through the Websites.

If you wish to make any use of material on the Websites other than that set out in this section, please email us at selectinfo@boisecentre.com with the subject line "Question Website Terms of Use"

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5. Trademarks.

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6. Prohibited Uses.

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate either Boise Centre, the Greater Boise Auditorium District, a Boise Centre employee, a District board member or employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by us, may harm Boise Centre or the Greater Boise Auditorium District or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites. Without limiting the generality of the foregoing, you agree that you will not use or cause any bot or other automated function to scrape or "memorize" or copy any of the Websites content to train an LLM or other artificial intelligence.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the server on which the Websites are stored, or any server, computer, or database connected to the Websites.

- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

7. Monitoring and Enforcement; Termination.

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites. YOU WAIVE AND HOLD HARMLESS BOISE CENTRE AND THE GREATER BOISE AUDITORIUM DISTRICT, ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BOISE CENTRE/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER BOISE CENTRE/THE GREATER BOISE AUDITORIUM DISTRICT/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

8. Reliance on Information Posted.

The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

The Websites may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. Changes to the Websites.

We may update the content on the Websites from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

0. Information About You and Your Visits to the Websites.

All information we collect on the Websites is subject to our [Privacy Policy](#). By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the *Privacy Policy*.

11. Linking to the Website and Social Media Features.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Websites.
- Send emails or other communications with certain content, or links to certain content, on the Websites.
- Cause limited portions of content on the Websites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Websites or portions of either to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Websites other than the homepage.
- Otherwise take any action with respect to the materials on either Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

12. Links from the Websites.

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. Geographic Restrictions.

The owners of the Websites are based in the State of Idaho in the United States. We provide the Websites for use only by persons located in the United States. We make no claims that the Websites or any of their content is accessible or appropriate outside of the United States. Access to the Websites may not be legal by certain persons or in certain countries. If you access the Websites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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TO THE FULLEST EXTENT PROVIDED BY LAW, BOISE CENTRE AND THE GREATER BOISE AUDITORIUM DISTRICT HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Limitation on Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL BOISE CENTRE OR THE GREATER BOISE AUDITORIUM DISTRICT, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

16. Indemnification.

You agree to defend, indemnify, and hold us harmless, and our respective affiliates, licensors, and service providers, and our respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Websites.

17. Governing Law and Jurisdiction.

All matters relating to the Websites and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Idaho, in each case located in the City of Boise and County of Ada, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

18. Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. Waiver and Severability.

No waiver by Boise Centre or the Greater Boise Auditorium District of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or

condition or a waiver of any other term or condition, and any failure of Boise Centre or the Greater Boise Auditorium District to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

20. Entire Agreement.

These *Terms of Use* and our *Privacy Policy* constitute the sole and entire agreement between you, Boise Centre and the Greater Boise Auditorium District regarding the Websites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites.

21. Your Comments and Concerns.

The Websites are operated by Boise Centre and the Greater Boise Auditorium District. All feedback, comments, requests for technical support, and other communications relating to the Website should be emailed to selectinfo@boisecentre.com with the subject line “Website Feedback/ Comment or Request”