

# ACCEPTABLE USE POLICY and ADDITIONAL TERMS OF SERVICE INTERNET SERVICES

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## INTRODUCTION

**Wyoming.com** is a commercial organization dedicated to improving business, educational, and individual opportunities via the Internet. Wyoming.com and its affiliates and its partners (collectively "Wyoming.com") are pleased that you have chosen Wyoming.com's Internet Service ("Service"). Our goal is to provide all of our customers with the best Internet service possible. In order to accomplish this, Wyoming.com has adopted this Acceptable Use Policy ("Policy") that outlines acceptable use of the Service. This Policy has been designed to protect our Service, our customers, and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this Policy prior to accessing the Service; this Policy is in addition to any restrictions contained in the Broadband Internet Agreement or Internet Agreement ("Agreement"). Information posted within the Wyoming.com website at <http://www.wyoming.com> includes explanations of how Wyoming.com implements and applies many of the provisions of this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Agreement.

All Wyoming.com customers and all others who use the Service (the "Customer", "User", "you", "your") must comply with this Policy. By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service. **IF YOU ARE UNWILLING TO COMPLY WITH THIS POLICY, YOU MUST IMMEDIATELY STOP ALL USE OF THE SERVICE AND NOTIFY WYOMING.COM SO THAT IT CAN TERMINATE YOUR SERVICE AND CLOSE THE ACCOUNT.**

Wyoming.com may revise this Policy from time to time by posting a new version on its website at <http://www.wyoming.com> or any successor URL(s) (the "Wyoming.com website"). Wyoming.com will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Wyoming.com website. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Wyoming.com announcements they receive and regularly visit the Wyoming.com website and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it, Wyoming.com via e-mail to [support@wyoming.com](mailto:support@wyoming.com).

## PRIVACY POLICY

In keeping with our commitment to be Wyoming's most trusted provider of communications services, our basic privacy policy remains: We keep only the personal information needed

to serve you, treat it as private, use it only for what we offer you, do not sell it to others, work to keep it secure and to destroy it when no longer needed. We will give you clear, prior notice and the right to choose, if a service requires an exception to this promise. Customer information including, without limitation, name, Internet activity or financial history shall be released only on receipt of written permission signed by the person affected or in response to a subpoena or order from a court of competent jurisdiction.

## **I. PROHIBITED ACTIVITIES**

You may not use the Service in a manner violates any applicable local, state, federal or international law, order or regulation. This Policy prohibits uses and activities involving the Service that infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. Additionally, these prohibited uses and activities include, but are not limited to, using the Service, Wyoming.com-provided equipment, or Wyoming.com equipment, either individually or in combination with one another to:

1. Harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful;
2. Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes. You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters." You may not use the Service to conduct, participate in, and otherwise facilitate deceptive on-line marketing practices also considered fraudulent activities. You may not use the Service to take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature;
3. Transmit any material (by email, uploading, posting, or otherwise) that harasses another person or entity. You may not use the Service to invade another person's privacy, stalk, harass, or otherwise violate the rights of others. You may not use the Service to transmit any material that threatens or encourages bodily harm or destruction of property;
4. Post, store, send, transmit, or disseminate any information, content or material that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable in Wyoming.com's sole discretion;
5. Add, remove or modify identifying network header information ("Forged Headers") in an effort to deceive or mislead. Attempting to impersonate any person or entity by used Forged Headers or other identifying information is prohibited. The falsification, alteration, or removal of message headers is prohibited;
6. Falsify references to Wyoming.com or its network, by name or other identifier, in messages;
7. Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system or website that you access or use;
8. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or Service, including, without limitation, by posting or transmitting any information or software which contains a Denial of Service attack, virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.

- You may not use the Service for any activity which adversely affects the ability of other people, entities or other systems to use Wyoming.com Service or the Internet;
9. Use or distribute tools or devices designed for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
  10. Access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Wyoming.com's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption, theft or loss of data. You may not use the Service to access any other person's or entity's computer or computer system, network, software, or data without his or her knowledge and consent. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
  11. Distribute programs that make unauthorized changes to software ("Cracks");
  12. Impede others' ability to use, send, or retrieve information;
  13. Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Wyoming.com host, server, network route, node or service, or otherwise cause a performance degradation to any Wyoming.com facilities used to deliver the Service;
  14. Collect, or attempt to collect, personal data or information about third parties without their knowledge or consent;
  15. Transmit any unsolicited commercial email or unsolicited bulk email commonly known as "spam". Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited;
  16. Send very large number of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat or similar service;
  17. Participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity; and
  18. Service, alter, modify, or tamper with the Wyoming.com equipment or Service or permit any other person to do the same who is not authorized by Wyoming.com;
  19. Collect responses from unsolicited bulk messages.

## **II. RESIDENTIAL SERVICE PROHIBITIONS**

Customers who have purchased Services as detailed within the Residential DSL Broadband Internet Agreement or Residential Wireless Broadband Internet Agreement may not use the Service for any purpose other than personal and non-commercial residential use. Additionally, you may not use the Service to:

1. Operate as an Internet Service Provider, de facto Internet Service Provider or for any business enterprise, other legal entity, or organization purpose (whether or not for profit), including, without limitation, IP address translation or similar facilities intended to provide additional access;
2. Resell the Service or otherwise make the Service available for use to persons outside your premise, dwelling, or Service location (for example, through an open wireless or Wi-Fi home network);
3. Use or run dedicated, stand-alone equipment or servers from your premises or Service location that provide network content or any other services to anyone outside of your premise's or Service location's local area network, also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services or servers;
4. Use or run programs from your premises or Service location that provide network content or any other services to anyone outside of your premise's or Service location's local area network, except for personal and non-commercial residential use.

### **III. INTELLECTUAL PROPERTY, COPYRIGHT OR TRADEMARK INFRINGEMENT**

Wyoming.com is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not use the Service to store, post, copy, transmit, or disseminate any content or material (by email, uploading, downloading, or otherwise) that infringes the patents, copyrights, trade secrets, trademark, moral rights, proprietary rights, or property rights of any party. Wyoming.com assumes no responsibility, and you assume all risk regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 ("DMCA") to report alleged infringements. It is Wyoming.com's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any Customer or User who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Wyoming.com, in its sole discretion, believes is infringing these rights. Wyoming.com may terminate the Service at any time with or without notice for any affected Customer or User.

### **IV. USER CONTENT**

You are solely responsible for any information that is transmitted from your IP address or your account on the Internet or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Wyoming.com reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that Wyoming.com deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable.

## **V. MISUSE OF SERVICE**

You may be held responsible for any misuse of the Service that occurs through your account or IP address, even if the misuse was inadvertent. You must therefore take precautions to ensure that others do not gain unauthorized access to the Service or misuse the Service, including conduct in violation of this AUP.

## **VI. SECURITY**

You are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. You are responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions. Wyoming.com recommends against enabling file or printer sharing unless you do it in strict compliance with all security recommendations and features provided by Wyoming.com and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate. You are responsible for enabling the security of any wireless (Wi-Fi) networks connected to the Service. Any wireless network installed by the Customer or a Wyoming.com representative that is unsecured or "open" and connected to the Wyoming.com Service or the Wyoming.com network is prohibited. You authorize Wyoming.com to use technology to detect unsecured wireless or Wi-Fi networks associated with your use of the Service. If Wyoming.com determines that you are using the Service via an unsecured wireless network, Wyoming.com will notify you to enable the security on the Wi-Fi device.

## **VII. EMAIL**

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this Policy. As described below in Section VIII of this Policy, Wyoming.com uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer). Wyoming.com's anti-spam approach is explained at <http://www.wyoming.com/FCCOpenInternetOrderCompliance.pdf>.

Wyoming.com is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Wyoming.com is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Wyoming.com's sole discretion. In the event that Wyoming.com believes in its sole discretion that any Customer name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Wyoming.com (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Wyoming.com may at any time reserve any identifiers on the Service for Wyoming.com's own purposes. In the event that a Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

If the Service is disconnected, whether voluntary or by termination, all user names and associated electronic email addresses may be immediately released or reused. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Wyoming.com deletes them as part of its normal policies and procedures. There is no obligation for Wyoming.com to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

## **VIII. NETWORK MANAGEMENT**

Wyoming.com manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Wyoming.com works to promote the use and enjoyment of the Internet by all of its customers. The Company uses reasonable network management practices that are consistent with industry standards. Wyoming.com tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet. If the Company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Wyoming.com can deliver the best possible broadband Internet experience to all of its customers. See the Company's network practices page at <http://www.wyoming.com/FCCOpenInternetOrderCompliance.pdf> for more information.

Wyoming.com uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Wyoming.com may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

## **IX. BANDWIDTH AND OTHER LIMITATIONS**

Wyoming.com offers multiple packages of Service with varying speeds and features (not all packages are available in all areas). You must comply with the current bandwidth, email limits and other requirements associated with the package of Service you selected. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in Wyoming.com's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Wyoming.com's ability to deliver the Service and monitor the Service, network, backbone, network nodes, and/or other network services.

## **X. CONFLICT**

In the event of a conflict between the Broadband Internet Agreement and this AUP, the terms of the Agreement will prevail.

## **XI. VIOLATIONS OF THIS ACCEPTABLE USE POLICY**

Wyoming.com reserves the right immediately to suspend or terminate your Service account and terminate the Agreement if you violate the terms of this Policy or the Agreement.

Wyoming.com does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with Section IX of this Policy. However, in the Company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Wyoming.com has no obligation to monitor the Service and/or the network. Wyoming.com reserves the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Wyoming.com users.

Wyoming.com prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Wyoming.com also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Wyoming.com's intervention. However, if the Service is used in a way that Wyoming.com, in its sole discretion, believes violates this Policy, Wyoming.com may take any responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Wyoming.com nor its affiliates, partners, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Wyoming.com's exclusive remedies and Wyoming.com may take any other legal or technical actions it deems appropriate with or without notice.

Wyoming.com reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on Wyoming.com's servers and network. During an investigation, Wyoming.com may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Wyoming.com cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Wyoming.com is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of Wyoming.com or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless Wyoming.com and its affiliates, partners, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Agreement.

## **HOW TO CONTACT WYOMING.COM**

For any questions regarding this AUP, complaints or violations, or cancellation notices, please contact Wyoming.com at one of the following:

Email: info@wyoming.com  
Phone: 800.996.4638 or 307.856.6400  
U.S. Mail: Wyoming.com, 937 West Main Street, Riverton, WY 82501