

## **ACCEPTABLE USE POLICY and ADDITIONAL TERMS OF SERVICE INTERNET SERVICES**

**Updated June 2024**

### **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”, “We”, “Us”) are pleased that you have chosen Wyoming.com’s Internet, TV, Phone, and/or Email Service (“Service”, “Services”). Our goal is to provide all of our customers with the best Internet service possible. 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 before accessing the Service; this Policy is in addition to any restrictions contained in the Broadband Internet Agreement or Internet Agreement, Internet Serviced Terms and Conditions, Wireless Agreement, Fiber Agreement, Equipment Agreement (“Agreement”). Information posted on the Wyoming.com website at <https://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 (“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 <https://www.wyoming.com> or any successor URL(s) (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 [abuse@wyoming.com](mailto:abuse@wyoming.com).

1. **PERMITTED USE.** Customer’s permitted use of the Services will depend on whether the Customer requests the Services for residential or business purposes.
  - a. “Residential Service” includes all Services designated for personal and family use within a single home. The term “single home” means Customer’s home and includes any apartment, condominium, flat, or other residential unit that may be used as a residence in any multiple dwelling unit. Customer agrees that only the Customer and co-residents living in the same home will use the Services. The Services are being provided solely for residential use in Customer’s home and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Services is in violation of this Policy and the Service Agreement. Customer is solely responsible for any misuse of the Service that occurs through Customer’s account, whether by a member of Customer’s household, guests, or an authorized or

unauthorized third party. Customer shall not use, or allow others to use, the Service to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access. Customer shall not advertise that the Service is available for use by third parties or unauthorized users. Customer shall not resell or redistribute, or allow others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology.

- b. "Business Service" includes all Services designed for use by a business entity, or by an individual, in providing goods or services for sale or lease. Customer agrees that Customer will allow only Customer's employees and patrons to utilize the Business Service within Customer's office area. Business Service is provided solely for Customer's business operations, and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and the Service Agreement. Customer is solely responsible for any misuse of the Service that occurs through Customer's account, whether by a member of Customer's employees, patrons, invitees, guests, or an authorized or unauthorized third party.

## 2. Generally Prohibited Activities for All Services

- a. **Misuse of Services** - Customer is responsible for any misuse of the Services, regardless of whether the inappropriate activity was committed by an invitee, licensee, agent, servant, guest, patron, employee, or any other person who gains access to the Services. Therefore, Customer is responsible for ensuring that others do not gain unauthorized access to the Services, for instance by strictly maintaining the confidentiality of Customer's passwords or by appropriately protecting the use of Customer's computer, network, or any wireless devices. Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on that device.
- b. **Objectionable Use and Content**
  - i. Any use that violates any applicable local, state, federal, or international law, order or regulation;
  - ii. Any use that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or other rights, or otherwise objectionable in Wyoming.com's sole discretion;
  - iii. Any use that interferes with or diminishes the use and enjoyment of the Service by others;
  - iv. Any use in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages not in compliance with the federal CAN-SPAM Act or the Telephone Consumer Protection Act (commercial or otherwise);
  - v. Publishing, distributing, or disseminating any inappropriate, threatening, abusive, libelous, slanderous, profane, defamatory, infringing, obscene, indecent, promotes violence, unlawful material or information, or otherwise offensive or objectionable in Wyoming.com's sole discretion;

- vi. Harvesting or otherwise collecting information about others, including but not limited to email addresses or telephone numbers, without their consent;
- vii. Creating a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message or call;
- viii. Transmitting or uploading any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, Denial of service attacks, botnets, or any other harmful or deleterious programs or software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless Customer owns or controls the rights thereto or have received all necessary consents;
- ix. Interfering with or disrupting networks connected to the Services or violating the regulations, policies, or procedures of such networks;
- x. Attempt to gain or gain unauthorized access to the Service, other accounts, computer systems, devices, or networks connected to the Service, through password mining or any other means;
- xi. Host any type of publicly accessible file sharing, gaming, or email server including, but not limited to HTTP, FTP, SMTP, POP3, and Peer-to-Peer; interfere with another member's use and enjoyment of the Service or another individual or entity's use and enjoyment of similar Services;
- xii. Add, remove, or modify identifying network header information ("Forged Headers") to deceive or mislead. Attempting to impersonate any person or entity by using Forged Headers or other identifying information;
- xiii. Falsifying references to Wyoming.com or its network, by name or other identifier, in messages;
- xiv. Violate rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system or website that you access or use;
- xv. 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;
- xvi. 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;
- xvii. 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;

- xviii. 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;
- xix. Users are prohibited from using IP Addresses not allocated for use or assigned to Customer. All IP Addresses currently owned and registered to Wyoming.com are non-transferable and non-portable. User retains no ownership or transfer rights. Users will only announce border gateway protocol (“BGP”) prefixes for which the User owns, shows a valid LOA or WHOIS entry indicating the prefixes are leased or loaned for their use, or acquired from Wyoming.com.
- xx. Users using Wyoming.com IP space with other ISP’s must also advertise the routes on a directly connected Wyoming.com Service. The User’s advertisement to Wyoming.com must not require significant traffic engineering (such as BGP prepending), and the User must have adequate transmit capacity.
- xxi. Users must maintain current registrations of their ASNs and IP space from the regional registries that assign such resources. Failure to maintain registration may result in Wyoming.com not providing routing transit for the ASNs and the IP space.

### 3. Service Prohibitions

- a. Customers who have purchased Services as detailed within the Agreement may not use the Service for any purpose other than personal and commercial use. Additionally, you may not use the Service to:
  - i. 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;
  - ii. 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);
  - iii. 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;
  - iv. Background and/or server-type applications Including but not limited to IRC bots, Web servers, MUDs, and any other process which were initiated by the Customer that continues execution on the system upon Customer logout. FCC-authorized smart home systems and IoT devices are excluded from this prohibition;
  - v. Flooding is deliberately repeating actions in quick succession in order to fill the screens of another user or to harass and takes place in numerous ways, including, but not limited to, ICMP flooding, mail bombing (sending large amounts of email repeatedly to a person for purposes of harassment), mass mailings to multiple

addresses, MSG/CTCP flooding on IRC, flooding a chat server, as well as other, less common methods;

- vi. Attempts to compromise system and/or network security including the use of programs such as packet sniffers, password crack programs, scripts and similar utilities found to be running from Customer's account are prohibited. This also includes attempts to hack into Wyoming.com or non-Wyoming.com systems, networks, servers, websites, or applications;
- vii. Sharing Customer's Internet Service with another party for purposes of avoiding payment for a second Service is strictly prohibited. Customer may connect multiple computers/devices within a single location to Customer's modem, router, ONT, and/or radio to access the Internet Service, but only through a single Wyoming.com-issued IP address.
- viii. The residential single-customer Internet accounts provided by Wyoming.com are designed for the home/casual Customer and may not provide the level of service, capacity, or speed required for conducting business activity. Therefore, running a business with a residential account is not advisable. Please contact Wyoming.com's sales department to upgrade to a business account.
- ix. Excessive use or abuse of the Wyoming.com Network or system resources by Customer may have a negative impact on all other Customers. Accordingly, Customer may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Wyoming.com's sole discretion. Such prohibited actions include, but are not limited to using the Service to host a web server site which attracts excessive traffic at Customer's location, continuously uploading or downloading streaming video or audio, USENET hosting, or continuous File Transfer Protocol ("FTP") uploading or downloading, and continued use of programs or commands which take a large amount of system resources, be that processor time, memory, network bandwidth, and/or drive space on the host system.
- x. Pirated software is defined as the illegal exchange of software to avoid the purchase of said software by the individuals involved. This includes most commercial applications such as Adobe Photoshop, Microsoft Office, etc. Such activities are prohibited by Federal law and are thus not allowed in any form on Wyoming.com's services. Such prohibition also includes the unauthorized copying of copyrighted material including, but not limited to digitization and distribution of photographs from magazines, books, or other copyrighted sources and copyrighted software. The exportation of software or technical information in violation of U.S. export control laws is strictly prohibited.

#### 4. Email

THIS FORM OF ACCEPTABLE USE POLICY CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND WYOMING.COM INC. ("Wyoming.com", "WE" OR "US") a provider of retail web hosting, e-mail, electronic commerce, and domain name services ("Services").

##### a. ACCEPTANCE:

- i. YOU AGREE TO REFRAIN FROM THE FOLLOWING EXAMPLES OF PROHIBITED CONDUCT;
- ii. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO WYOMING.COM THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY;
- iii. IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY PLEASE DO NOT USE OUR SERVICES.

b. PROHIBITED CONDUCT - You will violate this Policy if you engage in the following examples of prohibited activities while using our Services:

- i. Spamming
  - 1. Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”);
  - 2. Maintaining an open SMTP relay;
- ii. Facilitating a Violation of this Policy
  - 1. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software;
- iii. Infringing Intellectual Property Rights
  - 1. Engaging in any activity that:
    - a. Infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities;
    - b. Violates privacy, publicity, or other personal rights of others;
- iv. Obscene Speech or Materials
  - 1. Using Wyoming.com’s Services to advertise, transmit, store, post, display, or otherwise make available child pornography or other forms of illegal pornography or obscene speech or material. Wyoming.com shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Wyoming.com’s Services ;
- v. Promoting Violence or Injury
  - 1. Advocating, promoting, or providing assistance in carrying out violence or any other unlawful activity against any persons, animals, or any governments, businesses, or other entities;
  - 2. Describing or displaying a weapon, or parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs, and caustic or other dangerous substances contrary to any laws;
  - 3. Promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property;
- vi. Defamatory or Abusive Language

1. Using Wyoming.com's Services as a means to transmit or post defamatory, harassing, abusive, or threatening language;
  - vii. Forging of Headers
    1. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message;
  - viii. Illegal or Unauthorized Access to Other Computers or Networks
    1. Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking");
    2. Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information-gathering activity);
  - ix. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities
    1. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks;
    2. Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment;
  - x. Export Control Violations
    1. Exporting encryption software over the Internet or otherwise, to points outside Canada or the United States;
  - xi. Illegal Activities
    1. Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software;
  - xii. Gambling
    1. Engaging in or promoting gambling contrary to any laws;
  - xiii. Promoting Intoxicants
    1. Displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance contrary to any laws;
  - xiv. Instructing others in Prohibited Activities
    1. Providing instructions with respect to any activities listed in (a) through (n) above;
  - xv. Other Activities
    1. Engaging in any other activity, whether lawful or unlawful, that Wyoming.com in its sole discretion determines to be harmful to customers, operations, reputation, goodwill, or customer relations;
- c. LIMITATION OF LIABILITY AND INDEMNITY
- i. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL Wyoming.com, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE "WYOMING.COM ENTITIES" AND EACH, A

"WYOMING.COM ENTITY") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE WYOMING.COM ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH WYOMING.COM' SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES.

- ii. CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE WYOMING.COM ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE WYOMING.COM ENTITIES FOR DAMAGES IS LIMITED TO THE LESSER OF:
  - 1. THE AMOUNT ACTUALLY PAID TO WYOMING.COM BY YOU UNDER THIS AGREEMENT DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED OR
  - 2. THE SUM OF FIVE DOLLARS (\$5.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY WYOMING.COM HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE WYOMING.COM ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS PARAGRAPH.
- iii. You hereby acknowledge and agree that Wyoming.com and its suppliers will NOT be liable for any delay, outages, or interruptions of the Services. Further, Wyoming.com shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electrical, electronic, communications or third-party supplier failure).
- iv. You hereby release and hold harmless, and agree to indemnify, the Wyoming.com Entities against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs, or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by the Wyoming.com Entities, arising out of or relating to:
  - 1. Your violation or breach of any term, condition, representation, or warranty of this Agreement, or any applicable policy or guideline;
  - 2. Your use the Services; or





- under the circumstances to address the underlying violation. Wyoming.com will attempt to notify Users via email or other method prior to suspending Service for violation of Policy; provided, however, Wyoming.com may suspend Service without notice if Wyoming.com becomes aware of any applicable law or regulation or activity, including but not limited to a violation of the Policy that exposes Wyoming.com to criminal or civil liability or that exposes the Wyoming.com network or Wyoming.com customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Wyoming.com may take such further action as Wyoming.com determines to be appropriate under the circumstances to eliminate or preclude repeat violations.
- b. Wyoming.com reserves the right to take down any material—or otherwise block access to—created or accessible on or through the Services and suspend or terminate any User creating, storing, or disseminating such material where Wyoming.com becomes aware that the material violates this Policy and/or exposes Wyoming.com to civil or criminal liability, including without limitation, under applicable copyright laws. Wyoming.com reserves the right to avail itself to the safe harbor provisions of the Digital Millennium Copyright Act.
  - c. Users are responsible for configuring their own systems to provide the maximum possible accountability. Wyoming.com shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Wyoming.com. For example, Users should maintain logs of dynamically assigned IP addresses. Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.
  - d. Wyoming.com reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this Policy, including the disclosure of the identity of the User that Wyoming.com deems responsible for the wrongdoing. Wyoming.com will not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from Wyoming.com's exercise of its rights under this Policy.
  - e. Wyoming.com reserves the right to install and use or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By accepting and using the Service, Users consent to allowing Wyoming.com to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. Users may not use the Service to monitor any data, information, or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.
  - f. In most cases, Wyoming.com will notify Users of complaints received by Wyoming.com regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. Wyoming.com may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve

- the complaint. You shall identify a representative for the purposes of receiving such communications.
- g. Wyoming.com reserves the right to modify this Policy in its discretion at any time. Such modifications will be effective upon posting, and use of the Services after such modification constitutes acceptance of such modifications.
  - h. Wyoming.com takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Wyoming.com is not obligated to monitor such material but reserves the right to do so.