

## Terms of Service

### Introduction

WvW and its affiliates and/or distribution partners (collectively "WvW") are pleased that you have chosen WvW internet service (the "Service"). For purposes of this policy, the Service includes all equipment and features which may be offered with WvW Internet, such as speed tiers, data usage plans, and WvW Wifi access. Our goal is to provide you and our other subscribers with a quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Violation of any term of this AUP may result in the immediate suspension or termination of your access to the Service and/or your WvW account. This AUP should be read in conjunction with the WvW Residential Customer Service Agreement ("RCSA"), Privacy Policies, and other applicable policies.

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 AUP. This AUP may be updated from time to time, and WvW will make customers aware of such changes by posting the current version on this website. Revised versions of this AUP are effective immediately upon posting, so you should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE WvW CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

1. Prohibited Activities You may not use the Service in a manner that that does any of the following: violates any applicable local, state, federal or international law, order or regulation, infringes upon the rights of others, interferes with or diminishes the use and enjoyment of the Service by others, or interferes with or diminishes WvW's ability to provide the Services. Additionally, you may not use the Service to:

Harm to Minors. You may not use the Service to 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.

Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.

Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Invalidate another person's privacy, stalk, harass, or otherwise violate the rights of others

Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable in WvW's sole discretion.

Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature or transmitting such large amounts of data, information, and/or other content beyond typical residential usage for a WvW residential customer

Access or use the Service with an IP address other than the dynamic Internet Protocol ("IP") address assigned to you which adheres to dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.

Modify any router connected to the WvW network, regardless of whether the router is owned by you or leased from WvW, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. WvW may work with law enforcement if any such theft or fraud occurs.

Modify the MAC address of any modem connected to the WvW network.

Collect or store personal data about other users.

Use an IP address not assigned to you by WvW.

Violate any other WvW policy or guideline.

Resell or redistribute the Service to any third party via any means including, but not limited to, wireless technology.

Transmit such large amounts of data, information, and/or other content beyond typical residential usage for a WvW residential customer as may disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any related network infrastructure or facilities used to deliver the Service, whether such disruption or degradation affects your own use of the Service or another customer's use.

2. Intellectual Property Infringement. You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. WvW 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.

3. User Content. You are solely responsible for any information that is transmitted from your IP address or your account on the web 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. WvW reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that WvW deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable. WvW does not have any obligation to monitor such content or transmissions but reserves the right to monitor them from time to time for violations of this AUP, the RCSA, and applicable law.

4. Commercial Use. The Service is designed for personal, residential, non-business-related use of the Internet and may not be used for commercial purposes (except for reasonable residential applications such as telecommuting, online education, and the like). You may not resell the Service or otherwise make the Service available for use to persons outside your dwelling (for example, through an open wireless home network). You agree not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access.

5. Servers. You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by WvW.

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

7. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. 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 networks or computers for any reason. Use or distribution of tools for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

8. Security. You are solely responsible for the security of any device connected to the Service, including any data stored 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. 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 WvW representative that is unsecured or "open" and connected to the WvW network is prohibited. You authorize WvW to use technology to detect unsecured wireless networks associated with your use of the Service. If WvW determines that you are using the Service via an unsecured wireless network, WvW will notify you to enable the Security on the Wi-Fi device.

9. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend the Service without prior notice if we detect a harmful program such as a virus infection. Your service will be resumed once the harmful program is removed.

11. Email. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference WvW in the header or body of an unsolicited email, or list an IP address that belongs to the WvW network in any unsolicited email. Further, you may not take any action which implies that WvW is the sponsor of any unsolicited email even if that email is not sent through the WvW network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until WvW deletes them as part of its normal

policies and procedures. There is no obligation for WvW to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

12. Data Usage, Data Storage and Other Limitations. WvW offers multiple packages of Service with varying speeds, features and data plans (not all packages are available in all areas).

New technologies, equipment, applications, and activities connected to the Internet consume data. You must ensure that any new or expanded uses of the Service are both consistent with your WvW data plan and do not cause exceptional or abusive data consumption and related impacts to the network.

In rare cases, multiple or simultaneous data consuming activities may adversely impact the Service. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in WvW'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 WvW's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

13. Misuse and Abuse of the WvW Network. WvW reserves the right to determine, from time to time and in its sole discretion, data usage thresholds which rise to the level of abuse or misuse of the network. While WvW has no obligation to monitor the Service and does not monitor the activity of individual Service accounts for violations of this Policy, it will respond appropriately if it becomes aware of misuse or abuse use of the Service. In some rare cases, where individual use reaches an abusive level, WvW may take any reasonable steps, as determined in its sole discretion, to inform You. Where WvW is unable to reach you, or if the issues in question have not been resolved after consultation with WvW, WvW reserves the right immediately to suspend or terminate the Service as it deems necessary to protect the network, the Service and other WvW users, with or without notice. Neither WvW nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not WvW's exclusive remedies and WvW may take any other legal or technical actions it deems appropriate with or without notice. WvW may prioritize certain customer traffic on its network.

14. Conflict. In the event of a conflict between the Subscriber Agreement and this AUP, the terms of the Subscriber Agreement will prevail.

15. Outages. In the event of an outage, WvW will do everything that is financially feasible to restore the outage as soon as possible. There may, however, be unforeseen situations that are outside its control and will take time for 3rd party vendors to make repairs in order to restore service to WvW customers. If the outage is related to a malfunction in the main broadcast equipment (Tower Equipment) and lasts longer than 24 hours per incident, customers may request a credit equal to the time in length they were out. Each complete 24 hour period will equal one day credit. Outages which are less than 24 hours in length do not qualify for credits. WvW will look at the logs of the equipment to find the complete outage time. WvW's network design is based on Best Effort, and does not offer SLA's (Service Line Agreements) at this time. This policy is based on national industry standards.

16. Customer Disconnections. In the event a customer requests disconnection of their service, all equipment owned by WvW is expected to be returned in good usable condition and within a reasonable amount of time, but at no point shall this exceed one week (7 calendar days). WvW may coordinate with the customer to collect the equipment from the customer's premise at a time acceptable to both parties. Normal monthly billing continues until the equipment is turned in, not to exceed two months.

If the customer refuses to allow WvW to retrieve their equipment, the customer will be charged a replacement cost for the outstanding equipment (as stated in [www-wifi.com/terms-of-service](http://www-wifi.com/terms-of-service) Paragraph 2c). A bill will be sent to the customer using the normal invoice method to be paid within 10 days. If this is not paid, this bill will be sent to a collection agency. The customer is allowed a refund only for full complete unused months if paid in advance. If the disconnection request is during the month, no refund is given for any partial unused service. The customer must also notify WvW via email or online ticketing of any disconnection requests or plan changes with seven days notice. Failure to do so, could result in a delay in disconnection of service or plan update.

17. Vacation Plan. We understand some customers have a home in another place. Customers will be allowed to suspend the internet activity on their account under the Vacation Plan. This plan is only allowed for up to six months in a 12 month period. Any customer who has the Vacation plan active for more than six months will be notified by email to change back to any available plan. Customers that were on a "grandfathered plan" or special pricing and wish to change their plan, understand that they are abandoning their plan and must choose any currently offered plan at that time for their location. Customers must notify WvW seven days in advance of any plan changes. Failure to do so, may result in a delay of processing the request.

18. Service Calls/ After-Hours Service Calls. For any repairs needed on WvW equipment through no fault of the customer, WvW will repair this at no cost. If any repairs are determined that the repair is an act of a pet or through the fault of a customer there will be a minimum fee of \$75 assessed for the service call. In most cases the repair will occur on the next business day. If the customer requests a repair outside normal business hours, there will be an additional \$100 fee.

19. How to Contact WvW. For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact WvW at one of the following:

Email: [moe@www-wifi.com](mailto:moe@www-wifi.com)

Phone: 352-310-1644

Last updated: 04/01/2024