

## Website Terms of Use & Website User Privacy Statement

### WEBSITE TERMS OF USE

Welcome to this website, a service of Synergy Communications® and its affiliates (collectively, “Synergy Internet,” “we,” or “us”). The following terms and conditions, together with any documents that they expressly incorporate by reference (collectively, the “**Website Terms of Use**”) govern your access to and use of the website(s) owned and operated by Synergy Internet on which it is posted (“Website(s)”). Please read the Website Terms of Use carefully before you start to use this Website. **By using the Website, you accept and agree to be bound and abide by these Website Terms of Use and the accompanying Website User Privacy Statement set forth below.** If you do not agree to these Website Terms of Use or the Website User Privacy Statement, you must not access or use the Website. We may change the Website Terms of Use from time to time. By using the Website after changes are posted, you accept and agree to the modified Website Terms of Use.

Some other Synergy Internet websites on which this Website Terms of Use is not posted may have different or additional terms for their respective terms of use, subscriber agreements, privacy policies, or other terms and policies. In these cases, those agreements, terms, and policies apply to those sites.

#### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to the Website User Privacy Statement. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Website User Privacy Policy.

#### **Contents and Linking**

The material that appears on this Website is for general informational purposes only. While we try to ensure that any information, we post to this Website is both timely and accurate, errors may appear from time to time. This Website may not be updated daily, and certain information may not be the most current information available.

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We welcome links to our Websites' homepages. You are free to establish a hypertext link to the homepage of this Website so long as the link does not state or imply any affiliation, connection, sponsorship, or approval of your site by Synergy Internet.

## **Trademarks**

You may not use any trademark or service mark appearing on this Website without the prior written consent of the owner of the mark. SYNERGY INTERNET and the SYNERGY INTERNET design logo are registered trademarks and/or service marks of Synergy Internet Network or its affiliates. Other trademarks appearing on this website or other sites linked to from this Website are the property of their respective owners.

## **Ordering Products and Services**

You may order certain Synergy Internet products and services through this website. All orders you make through this website are subject to the availability, terms, and other conditions that apply to the products and services at the time you place your order. All products and services, their contents, availability, and pricing are subject to change at any time with or without notice. Please fully read the terms and disclaimers accompanying any products or services that you order through this Website.

## **Feedback; Submissions and Postings; Disclosure**

Synergy Internet welcomes your feedback about this Website and our products and services, or to bring to our attention any material you believe to be inaccurate. You may provide general feedback using the Feedback forms found on the Website. If you would like to communicate with us directly, you may do so using chat feature on our website, and we will, when appropriate, respond to you.

Any communications you send to this Website or otherwise to Synergy Internet are deemed to be submitted on a non-confidential basis and become the sole property of Synergy Internet. Synergy Internet may, in its sole discretion, reproduce, use, publish, modify, disclose, distribute, or otherwise use these communications in any way and for any purpose. All such uses by Synergy Internet shall be without liability or obligation of any kind to you. These uses may include, for example, use of the content of any such communications, including any works, marks or names, ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose without any obligation to compensate the originator of such communications and without liability to that person.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Synergy Internet (including its parents, subsidiaries, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers and any third-party information providers) against all claims, losses, expenses, damages and costs (including reasonable attorney fees) resulting from any breach by you of the Website Terms of Use or other unauthorized use of this Website. At our expense and election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Synergy Internet in connection with our defense.

## **Disclaimer of Warranties and Liability**

YOU AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE WEBSITE, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THIS WEBSITE OR ANY MATERIAL AVAILABLE THROUGH THIS WEBSITE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED, WHETHER KNOWN OR UNKNOWN, FROM OR OTHERWISE PROVIDED THROUGH THIS WEBSITE.

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SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF SYNERGY INTERNET (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) AND ITS AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO SYNERGY INTERNET FOR THE USE OF THE WEBSITE.

## **Termination**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. Synergy Internet reserves the right at any time to terminate your use of the Website if you fail to comply in full with any term of this Website Terms of Use, or any other terms, agreements, or policies that apply to this Website and the use of it.

## **Miscellaneous**

To obtain access to certain services and/or to order services on the Website, you may be required to register and or provide your name and other information. You agree that the information you supply during any registration or ordering process will be accurate and complete and that you will not register under the name of, nor attempt to enter the service under the name of, another person. Synergy Internet reserves the right to reject or terminate any order, service, user name or password for any reason or no reason.

All matters relating to the Website and these Website 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 Wyoming without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction). By using this Website, you consent to the exclusive jurisdiction of the state and federal courts in Sheridan County, Sheridan in all disputes arising out of or relating to these Website Terms of Use or Synergy Internet 's Websites. In the event that any portion of these Website Terms of Use is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

We hope you enjoy using Synergy Internet 's website.

# **WEBSITE USER PRIVACY STATEMENT**

## **Introduction**

This Website User Privacy Statement applies to your use of the website(s) owned and operated by Synergy Internet on which it is posted (referred to as the "Website") that

link to the Website Terms of Use. Capitalized terms not defined in this Website User Privacy Statement are defined in the Website Terms of Use, above.

This statement describes the types of information we may collect from you or that you may provide when you visit the Website and our practices for collecting, using, maintaining, protecting and disclosing that information. We encourage you to read this Website User Privacy Statement and call us with any questions. By using the Website, you accept both this Website User Privacy Statement and the Website Terms of Use.

This Website User Privacy Statement does not govern Synergy Internet 's treatment of information it collects, uses or discloses other than through this Website. For example, this Website User Privacy Statement does not cover information about you that is collected by Synergy Internet in connection with the provision of our cable television, high-speed Internet, phone or home security services. If you are a customer of Synergy Internet , please refer to the Synergy Internet Privacy Policy at <https://www.synergyinternet.us/terms-and-policies>

## **Information We Collect from You and How We Collect It**

We collect several types of information from and from users of our Website, including information:

- **by which you may be personally identified, such as name, postal address, e-mail address, telephone number ("personal information"); and**
- that does not personally identify you, such as information about your internet connection, the equipment you use to access our Website and usage details ("**non-personally identifiable information**"). This information may be compiled and analyzed on an individual and an aggregated basis.

**We may collect this information:**

- **directly from you when you provide it to us, such as when you fill out a form on our Website, send us an email, respond to a survey or purchase products or services;**
- automatically, as you navigate through the site; and
- from third parties.

## **Information We Collect Through Automatic Data Collection Technologies and Tracking**

As you navigate through and interact with our Website, we may use cookies, flash cookies, web beacons, or other automated technologies to collect certain information about your equipment, browsing actions and patterns, including details of your visits to our Website, traffic data, general location data, logs and other communication data and the resources that you access and use on the Website; or information about your

computer and internet connection, including your IP address, operating system and browser type.

A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access or fully utilize certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

We also may use these cookies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). Because a universal “Do Not Track” protocol has not been established, this Website’s information collection and disclosure practices, and the choices that it provides to consumers, will continue to operate as described in this Website User Privacy Statement.

Some of the information we collect automatically may include personal information. This helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- **Estimate our audience size and usage patterns.**
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Recognize you when you return to our Website.

### **Third-party Use of Cookies**

Some content or applications, including advertisements, on the Website are served by third parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

### **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information, to:

- **Present our Website and its contents to you;**
- Provide you with information, products or services that you request from us;
- Enter sweepstakes or contests sponsored by us or one of our partners;
- Sign up for special offers from us or from selected third parties;
- Send correspondence;
- Submit your payment information when ordering and purchasing products and services on our Website;
- Diagnose problems with our services and/or software;
- Administer our Website;
- Gather demographic information;
- Maintain the site and make improvements or upgrades when necessary;
- Provide you with technical support and for system maintenance;
- Inform you of new products or services that may be of interest to you;
- Respond to your inquiries or send administrative notices;
- Prevent fraud, including the unauthorized use of this Website or our services or violations of applicable policies and terms of service;
- Ensure our own compliance with the law;
- Resolve disputes and enforce our agreements with you;
- To fulfill any other purpose for which you provide it;
- In any other way we may describe when you provide the information; and
- For any other purpose, with your consent;

## **Disclosure of Your Information**

We may disclose anonymous and/or aggregated information about our users, without restriction.

We may disclose personal information that we collect, or you provide as described in this privacy policy:

- **To our subsidiaries and affiliates, to contractors, service providers and other third parties we use to support our business;**
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets.
- As required by law or legal process;
- To fulfill the purpose for which you provide it;
- To enforce or apply our terms of use and other agreements, including for billing and collection purposes; or
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety Synergy Internet, our customers or others.

We do not share your personally identifiable information with unaffiliated or non-agent third parties for promotional purposes.

## **Data Security**

We protect against the loss, misuse, and alteration of the personal information we collect through the use of appropriate administrative, technical and physical safeguards. Our servers are protected by reasonable physical and electronic security measures, and we use encryption wherever required or if we feel it is otherwise warranted.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

## Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Promotional Offers. If you do not want Synergy Internet to use your e-mail address or other contact information to promote our own or third parties' products or services, you can opt out by contacting us online at our chat feature or at the mailing address located on your billing statement.**

## Children Under the Age of 13

Our Website is not directed at, or intended for use by, children under the age of 13. Children should always get permission from a parent or guardian before sending personal information over the Internet. If you believe your child may have provided us with personal information, you can contact us and request that we delete the information. You can find more information about protecting children's privacy by contacting the FTC or viewing its Website at [www.ftc.gov](http://www.ftc.gov).

## Your California Privacy Rights

California Civil Code Section 1798.83 allows our California customers to request certain information regarding disclosures, if any, of personally identifiable information to third parties for direct marketing purposes. To make such a request, please contact us at the address on your billing statement, **Attention: Privacy Rights**, or by submitting a written request to **tickets@synbergynetwork.us** and include your name and the address to which you would like us to respond. We will attempt to provide you with the requested information within thirty days of receipt.

## Updates to this Website User Privacy Statement

We may modify this Website User Privacy Statement at any time. Such changes, modifications, additions or deletions shall become effective immediately upon posting. You acknowledge and agree that it is your responsibility to review this site and this

Website User Privacy Statement periodically, and to be aware of any modifications. If you find the changes unacceptable, you must not use the Website. Your use of the Website following such changes will be your acceptance of and consent to the changes. If you have any questions about this policy, you can reach us at the chat feature on our website or the address listed on your billing statement.