

**STAR COMMUNICATIONS LLC.**  
**ACCEPTABLE USE, SERVICE & PRIVACY POLICIES**

**PRIVACY POLICY:** Star Communications LLC collects information about customers when services are established. These services may include but are not limited to Internet Access, Telephone, Point to Point Wireless, Web Hosting, Co-location Services. Star Communications LLC periodically monitors bandwidth usage at a customer's location to make sure they are receiving the highest quality of service possible for their location. Star Communications LLC does not actively monitor a customer's Internet activity. Star Communications LLC reserves the right to monitor a customer's internet activity when necessary for network diagnostics or when required by law. Any information collected is kept confidential and will only be released as required by law. Star Communications LLC does not share or sell customers' information with other companies.

**NOTICE:** Services provided by Star Communications LLC to residential customers may be used only by customer listed above and persons residing with customer or visiting customer's home. Services provided by Star Communications LLC to business customers may be used only by customer's employees, agents and customers present on customer's business premises. Customer may not make the service available to other third parties without a reseller agreement.

**BILLING & PAYMENTS:** Invoices are sent out on the 1st of each month and **payments are due in our offices by the last business day of each month. There will be a \$20.00 Late Fee applied to any accounts that we do not receive payments for by the last business day of the month.** If service is disconnected due to outstanding balance of 2 or more invoices, service may be reactivated by paying the balance due in full, including the current month's charges, in addition to a \$26.38 service reactivation fee and any applicable. Payments may be made via check, cashier's check, money order, or credit/debit card, at the following addresses:

<b>MAILING ADDRESS:</b>	<b>LOCAL DROP BOX:</b>	<b>CREDIT/DEBIT CARD:</b>
STAR COMMUNICATIONS LLC P.O. BOX 323 WEYAUWEGA, WI 54983	STAR DAIRY 109 N MILL STREET WEYAUWEGA, WI 54983	CALL (920) 560-2437 OR VISIT 1107 N. SHAWANO ST., NEW LONDON 9AM-5PM M-F

**SUSPENSION/TERMINATION OF SERVICE:** Star Communications LLC reserves the right to suspend or terminate client's access to its services upon any violation of this agreement or its acceptable use policy. Customer may terminate this agreement by giving written notice to Star Communications LLC. In the event of termination of this agreement, for any reason, Customer who lease their equipment shall immediately return all equipment and shall be liable for an early termination fee of \$75. If customer fails to return the equipment within ten business days after this agreement is terminated, Customer shall be liable for the full equipment cost set forth above plus an additional recovery fee of \$275. Customer understands that Star Communications LLC reserves the right to amend its acceptable use policy from time to time, and agrees to be bound by any future revisions made by Star Communications LLC. At the conclusion of the term of this agreement, Customer or Star Communications LLC may terminate this agreement without penalty by giving written notice. If no notice is given, service will continue on the same terms and conditions in this agreement, except that either side may terminate services provided pursuant to this agreement without penalty by giving written notice to the other.

**LIMIT OF LIABILITY:** Customer agrees that customer uses the service and any software and equipment supplied by STAR COMMUNICATIONS LLC (the company) at customer's sole risk. The service and company equipment are provided on an "as-is basis" and without warranties of any kind, including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Company's entire liability and customer's exclusive remedy with respect to the use of the service or any software and equipment provided by the company, or any breach by the company of any obligation the company may have under this agreement, shall be customer's ability to terminate the service or to obtain the replacement or repair of any defective software or equipment provided by company to customer. In no event, shall the company's liability to customer for any claim arising out of this agreement exceed the amount paid by customer to access and use the service for a period of three months. Customer hereby releases the company from any and all obligations, liabilities and claims in excess of this limitation. In no event, shall the company be liable for any breach of warranty, direct, indirect, consequential, exemplary, special, lost profits, or punitive damages with regard to the installation, outage, maintenance, use, failure or removal of the service, even if damage results from the negligence or gross negligence of the company, its employees or agents. The company shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring, etc.

**EXCESSIVE/ILLEGAL USE OF RESOURCES:** To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in the Star Communications LLC network are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time and or use of server space for backup or storage of material unrelated to the web site of an account. Use of any provided mail services other than for the customer's own account of disk space without an appropriate reseller agreement of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration; distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all type sites.

**COPYRIGHT:** Customer will not use, or allow others to use, the services provided by Star Communications LLC to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Customer must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Customer represents and warrants that Customer is the author and copyright owner and/or authorized licensee with respect to any hosted content and Customer further represents and warrants that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. Star Communications LLC assumes no responsibility, and Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Star Communications LLC is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Star Communications LLC if they believe that a Star Communications LLC customer has infringed the copyright owner's work(s). If Star Communications LLC receives a notice from a copyright owner alleging any Customer has committed copyright infringement, Star Communications LLC will notify the Customer of the alleged infringement. Star Communications LLC may determine that Customer is a repeat copyright infringer if Star Communications LLC learns that Customer has engaged in online copyright infringement on more than one occasion. Star Communications LLC reserves the right to suspend or terminate the accounts of repeat copyright infringers.

## NETWORK AND SERVICE

**QUALITY OF SERVICE:** Star Communications LLC aims to provide the highest quality of service. Our network is mainly comprised of wireless links that operate in the 2.4 Ghz, 3.65 Ghz, and 5.8 Ghz frequency bands. Other companies use these frequencies as well. Our equipment uses technology that automatically changes frequencies when there is other equipment on the same frequency to help ensure the best signal quality possible without interference. Our equipment is generally not affected by weather conditions. However, customers that have a weak signal under normal conditions (-72 or numerically higher signal strength) may experience service interruptions during severe weather. In the event of power outages Star Communications LLC is set up with power backup systems but cannot guarantee service availability.

**NETWORK AVAILABILITY:** Star Communications LLC's goal is to maintain better than 99% network availability for any given month (less than 8 hours down time). Network availability is defined as Star Communications LLC network and does not include customer premise radio or other equipment.

**LATENCY:** Star Communications LLC target average latency is 30 ms or less delay for standard 64-byte ping from customer's customer premise equipment to Star Communications LLC main gateway address ( 172.17.1.1 ). Star Communications LLC target average latency is 70 ms or less for standard 64-byte ping from customer's customer premise equipment to IP address 8.8.4.4 or 4.2.2.2.

**NETWORK AVAILABILITY CREDIT:** Should network availability fall below 92% (48 hours outage) for any given month for any reasons other than power failure, equipment failure or damage caused by natural events, Star Communications LLC will credit business and residential customers their daily service charges to the customer's account (Monthly bill amount  $\times$  12  $\div$  365). The customer must call customer service at (920) 560-2437 and make a claim within 5 business days. Star Communications LLC will only issue a credit if a verifiable outage is on record. To receive a credit for any reason you need to submit a credit request form that can be obtained on our website.

[www.StarComWI.com](http://www.StarComWI.com)

## SERVICE LEVEL GUARANTEES

**Standard Service Guarantee:** Star Communications LLC will respond to a service call request to diagnose equipment at customers premises. The customer will be billed a rate of \$50/hr.

**CPE Premium Service Guarantee:** Star Communications LLC will respond next business day to a service call request to diagnose equipment at customers premises. The customer will be billed a rate of \$50/hr.

## INSURANCE & EQUIPMENT

**EQUIPMENT LEASE / PROTECTION:** Customer may choose to lease equipment. If customer leases the equipment, lease equipment protection fee is six percent (6%) per month of equipment cost. Lease term is month to month recurring. Customer may choose to purchase equipment by making payment of full price of equipment at any time. All leased equipment is fully protected for life of lease. **There is a \$50 per occurrence service call charge for all equipment damage claims due at time of replacement equipment.** If customer declines to lease equipment, equipment cost is due in full at time of installation.

**EQUIPMENT:** Equipment installed at customer's location may only be removed, installed, or modified by Star Communications LLC technicians.

**PLEASE CALL US AT (920) 560-2437 IF YOU EXPERIENCE AN INTERNET OUTAGE LONGER THAN 15 MINUTES.**

**THANK YOU FOR YOUR BUSINESS!**



P.O. Box 323 Weyauwega, WI 54983 • 920-560-2437  
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