

## Standard Terms of Service for Starwire Technologies, LLC

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**DEFINITIONS.** Service: The internet connection and any related products or services provided by Starwire Technologies, LLC (a.k.a. Starwire Technologies, or Starwire). Subscriber: Any individual, organization or business using the Service.

**INTRODUCTION.** This agreement is intended to provide protection for the Subscribers, while also allowing Starwire Technologies to fairly share its network to all Subscribers. Starwire Technologies may modify this policy at any time with the terms and conditions currently in effect posted on the Starwire Technologies web site at www.starwire.net.

**CONTRACT TERM.** The Subscriber is agreeing to a commitment to complete a specified number of months of service as determined by the signed arrangement. A month of service is considered completed for each month Starwire Technologies has received payment for the Service. Payments made for equipment fees, suspended account fees, or charges other than internet service, are not counted as completed months. Upon the completion of the initial term, this agreement will automatically renew on a month to month basis until the Subscriber has informed Starwire Technologies of their intentions to cancel the Service as defined in the section "Cancellation and Refunds".

**INSTALLATION AND EQUIPMENT.** The Subscriber authorizes Starwire Technologies or its contractors to install the necessary hardware required for service at the premises specified by the Subscriber. The standard installation may include, but is not limited to, the installation of mounting hardware, antenna, wireless radio, power supply, construction and placement of underground or overhead telecommunications cables, wires, conduit, handholes and other equipment or accessories necessary to connect to one computer or router at the Subscriber's premises, using the most direct path. Any requests for custom installation work such as drilling through concrete or mounting equipment in a difficult location may require additional charges. The connecting of multiple devices at the Subscriber's premises is beyond the scope of the standard installation and may require additional fees. The Subscriber will be responsible for the costs to repair or replace any damaged equipment which was subsidized or loaned or leased to the Subscriber. Starwire Technologies will not be liable for any alterations to Subscriber's premises which are not the direct result of neglect on the installer's behalf or after 12 months from the date of installation.

**CUSTOMER OWNED EQUIPMENT.** Starwire Technologies is not responsible for maintaining, supporting, or repairing any equipment owned by the Subscriber, and is not liable for any damages to the Subscriber's computer(s) or other equipment.

**PAYMENT POLICY.** The Subscriber will receive a monthly invoice for the Service. These invoices may be paid with cash, check, credit card, or PayPal account. Any Subscriber not paying by the due date may be subject to blocked access to the Service until payment has been made in full. Billing will still be active for accounts which have been suspended due to non-payment until the Subscriber has requested the account be suspended as outlined in the section "Voluntary Account Suspension" or until Service has been cancelled as outlined in the section "Cancellation and Refunds". Any Subscriber not paying within 30 days of the due date may be subject to cancellation of services and the balance due (including any applicable early termination fees) may be sent to a collections agency chosen by Starwire Technologies unless other payment arrangements have been made.

**VOLUNTARY ACCOUNT SUSPENSION.** The Subscriber may request that Service be suspended on the start of the following billing cycle for up to 6 months in a 12 month period. An account which has been voluntarily suspended will not be billed for the Service until the Service has been reinstated, however, the Subscriber will be responsible for a \$10 monthly suspended account fee for each month that the Service is suspended. The monthly equipment fee will also still apply for suspended accounts. If an account has been suspended for longer than outlined above, the Service will be automatically re-instated and normal billing for the Service will resume. If the Subscriber is voluntarily suspending an account which has an overdue balance, a payment plan must be in place at the time suspension begins.

**CANCELLATION AND REFUNDS.** A Subscriber wishing to cancel service must submit a signed notice requesting the Service be discontinued. The Subscriber must also return, in good working condition, any equipment provided by Starwire Technologies which was loaned or leased to Subscriber, or shall pay for the full replacement cost of any such equipment. The Subscriber will be responsible for paying all fees for the Service until the conditions for canceling the Service have been completed. Any Services canceled on or after their due date will not receive refunds of money for that month's fees. Starwire Technologies will not refund any "set-up" or "installation" fees. If the subscriber has prepaid for more than one month in advance and cancels the Service, Starwire Technologies will refund any and all full month fees not used at the time of cancellation on a pro-rata basis (i.e. any discounted rates shall be forfeited on early cancellations).

**EARLY TERMINATION.** Upon early termination, Subscriber agrees to pay an early termination fee and authorizes Starwire Technologies to seize any equipment which was loaned or subsidized. The early termination fee is \$50 plus \$10 for each month of the commitment which was not completed.

**WIRELESS NETWORK SECURITY.** For the protection of both the Subscriber and Starwire Technologies, the Subscriber is required to ensure that any wireless network devices connected to the Service have security enabled so that a password is required to connect to the network. If at any time Starwire Technologies discovers that the Subscriber has an unsecured wireless network without the express permission from Starwire Technologies, the Subscriber's Service may be suspended immediately or upgraded to a commercial plan until steps have been taken to remedy the violation.

**USE OF SERVICE AT YOUR OWN RISK.** The Subscriber is solely responsible for the content of communications on the Internet. The Service provided by Starwire Technologies is "as is" and at your own risk. Starwire Technologies denies any responsibility for the accuracy of information obtained through the Service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. Starwire Technologies is not responsible or liable for any errors, delays, or interruptions.

**SERVICE DISRUPTION.** Subscriber agrees to inform Starwire of any service-related issues in a timely manner. Starwire Technologies will make a "best effort" to correct any disruptions but does not guarantee uninterrupted access to the Internet and will not warrant for any loss of service time, connectivity or quality of service. Starwire Technologies will not be responsible for any disruption of Internet connectivity due to power outages, backbone supplier faults, equipment malfunctions, or any natural disaster.

**LINE OF SIGHT OR OBSTRUCTIONS.** The technology of wireless Internet communications is dependent on the level of obstruction between the Subscriber's premises and the Starwire Technologies towers. Starwire Technologies will make a reasonable effort to provide the Subscriber with the best Service possible. Unfortunately, some locations could experience changes in service due to the growth of trees or the construction of buildings, for example. If the Subscriber experiences problems related to line of sight or obstruction issues, Starwire Technologies will make reasonable efforts to relocate or realign the Subscriber's antenna. Starwire Technologies cannot prevent line of sight problems, and therefore cannot guarantee service or be liable for any loss of service.

**IP ADDRESS OWNERSHIP.** Any IP addresses assigned to the Subscriber are considered loaned and are subject to change without notice. The IP address will revert back to Starwire Technologies when the Service is discontinued.

**SERVICE UTILIZATION.** Starwire Technologies reserves the right to monitor the amount of bandwidth consumed by the Subscribers. Subscriber activities which usually consume large amounts of bandwidth include, but are not limited to: streaming video, peer to peer software, online gaming, and programs or servers which provide services to others via the Subscriber's Service. When excessive consumption of bandwidth by a Subscriber prevents other Subscribers fair access to the Starwire Technologies Service, Starwire Technologies reserves the right to take necessary steps to correct this problem. These steps include, but are not limited to: limiting bandwidth, disabling communication protocols, and discontinuing service.

**TERMINATION AND UNACCEPTABLE USE.** Starwire Technologies may immediately terminate or reduce service to the Subscriber upon any single or multiple incident of the following conditions: 1) failure to pay subscription fees; 2) interfering with or disrupting Internet services, equipment or other users on the Starwire Technologies network; 3) propagation of computer viruses; 4) unauthorized entry into another person's or organization's computer, information or communication devices; 5) Unsolicited E-mailing also known as "spamming", please see spamming definitions below; 6) Any violation of Local, State, and Federal law; 7.) Storage and/or transfer of any copyrighted software or files without written permission from the owner of such copyrighted software or files. Starwire Technologies may terminate Subscriber service for other reasons upon 5-day e-mail notice. Starwire Technologies may refuse service to anyone.

**SERVICE SHARING.** If at any point Starwire Technologies discovers that the Subscriber is "SHARING" or "DISTRIBUTING" their Service or network connection to others outside the Premises, intentionally or unintentionally, without the express permission of Starwire Technologies, the Subscriber's Service may be terminated immediately.

**PASSWORDS.** The Subscriber is responsible for their individual passwords and login "usernames" and shall not intentionally give their password, or disclose any encryption keys used by Starwire Technologies to anyone. Starwire Technologies may terminate or change the password of any account which has been or may be compromised.

**EMAIL.** Each email account is allotted 1000 MB to store your messages. Most email clients can be set to delete email from the server once it is downloaded (we highly recommend this), so email does not build up in normal use. Once email quota has been reached, delivery to the address may fail. Starwire Technologies does NOT tolerate any type of spamming regardless of if the spam e-mail messages were relayed through our mail servers or not. The Service of Subscribers that violate the spamming policies will be disconnected immediately without prior notice from Starwire Technologies. Unattended e-mail boxes are subject to removal after 60 days without notice. Starwire Technologies is not responsible for lost or deleted e-mail, regardless of cause.