

TEL-STAR COMMUNICATIONS

Support Line (888) 529-5694

TEL-STAR COMMUNICATIONS, INC

Internet Service Agreement

INTRODUCTION

By using this Internet service (“Service”) or by establishing an account, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the “Terms of Service”). If you do not agree to the Terms of Service, including any future revisions, you may not use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider (the “ISP”), reserve the right to revise the Terms of Service and you accept sole responsibility for periodically reviewing them for any changes. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions.

1. SUBSCRIBER OBLIGATIONS

A End users establishing an account with the ISP (“Members”) must be at least 18 years old.

B Members must (i) provide ISP with the accurate and complete billing information including legal name, address, telephone number, and credit/billing, and (ii) report to ISP all changes to this information within 30 days of the change. Members are responsible for all changes to their account.

C Members are billed each month for the basic service and any additional usage or services. Members are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. ISP is not responsible for any charges or expenses (overdrawn accounts, exceeding credit cards limits, etc) resulting from charges billed by ISP.

D Delinquent accounts may be suspended or canceled at ISP’s sole discretion; however, charges will continue to accrue until the account is canceled. ISP may bill an additional charge to reinstate a suspended account.

2. A SPECIAL NOTE CONCERNING MINORS

Protecting children’s privacy is especially important to us. It is our policy to comply with the Children’s online Privacy protection Act of 1998 and all other applicable laws. ISP recommends that children ask a parent for permission before sending personal information to ISP, or to anyone else online.

3. NETWORK MANAGEMENT AND LIMITATIONS ON BANDWIDTH CONSUMPTION

The Tel-Star network is designed for typical usage by a typical residential computer user. Computer activity resulting in excessive or sustained bandwidth consumption, even with unlimited packages, may burden the network and such usage may be restricted. Bandwidth on our network is a limited, shared resource among subscribers. Because we seek to provide the Service at a reasonable cost to the largest number of users, the use of our network is subject to usage limitations. Users therefore must comply with the current bandwidth, data throughput, and other limitations on the Service, including the excessive use guidelines described below. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user’s use of the Service, nor represent (in the sole but reasonable judgment of Tel-Star) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Tel-Star’s ability to deliver the Service and monitor the Services, backbone, network nodes, and/or other network services.

How does Tel-Star manage its Network?

Tel-Star strives to provide customers the best experience when using our network, a shared resource among thousands of customers.

Tel-Star may use tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i)

identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) limiting speeds during periods of extended congestion, (iv) requiring an upgrade or purchase of a different Internet service and (v) using other tools or techniques that Tel-Star may be required to implement in order to meet its goal of delivering the best broadband Internet experience to all its customers.

How does Tel-Star track usage?

We collect data on customer traffic pattern usage through the use of traffic management software. Tel-Star reserves the right to conduct tests to improve network security, to enhance the performance of our network, and to determine whether to make available new service offerings. These technical tests are performed almost continuously and without notice.

4. NETWORK MANAGEMENT/EXCESSIVE USE

Members receive a user name, password and account designation upon registration. You and members of your household are the only authorized users of your ISP account and must comply with this Agreement. You must keep your password confidential. So that no one else may access the Service through your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc) is prohibited. Email accounts exceeding 10MB in size may, at ISP's discretion, be transferred to a compressed temporary file or storage. ISP may delete the temporary file from the server 60 days after notifying you. Any member exceeding the total (upload/download) acceptable bandwidth per month for the packages listed below will be subject to additional fees of \$10 per block of 50 GB of overage:

What is Excessive Use?

Excessive use means bandwidth or data usage that is significantly higher than typical usage for which our network is designed. Excessive Users consume so much data that their usage could negatively impact the Service provided to other customers. In order to ensure an optimized Internet experience for all customers, data plans have been assigned to some Internet services.

Internet Lite Package 10M	200GB Data Plan
High Speed Internet 100M	1.2T*
Enhanced Internet Service 200M	2.4T*

*Subject to network management

Names, speeds, and data plans are subject to change

Usernames, passwords and e-mail addresses are ISP's property and ISP may alter or replace them at any time.

5. MONITORING THE SERVICE

ISP has no obligation to monitor the Service, but may do so and disclose information regarding the use of the Service for any reason if ISP, in its sole discretion believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Members. Please see our Privacy Policy. ISP may immediately remove your material or information from ISP's servers, in whole or in part, which ISP, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable use policy.

6. DISCLAIMER OF WARRANTIES

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY ISP, ISP DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. ISP HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME

FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED OF AN "AS IS" AND "AS AVAILIIBLE" BASIS. ISP DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. ISP MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ISP OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ISP, EMPLOYEES, SUBSCRIBERS, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAMGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ISP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURSDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCEDENTAL OR CONSEQUENTIAL DAMAGES, ISP'S LIABILITY IN SUCH JURSDITIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8. IDENTIFICATION

As a member, you agree to defend, indemnify and hold harmless ISP and its subsidiary and other affiliated companies, and their employees, contractors, officers and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. ISP reserves the right, at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with ISP in asserting any available defenses.

9. SOFTWARE LICENSE

ISP grants to each Member a limited, non-exclusive, non-transferable and non-assignable license to install and use the ISP access software (including software from third-party vendors that ISP distributes) (in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Service. Each Member agrees to use the Licensed Programs solely in conjunction with the Service and for no other purpose ISP may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of ISP and ISP's licensors and embody trade secrets and the intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with ISP and ISP's licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

10. WEBSITE USAGE AND OTHER WEB SITES

The Service may provide, or third parties may provide, links to other World Wide Web Sites or resources. Because ISP has no control over such sites and resources, you acknowledge and agree that ISP is not responsible for the availability of such external sites or resources. You further acknowledge and agree that ISP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by ISP. ISP assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold ISP harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will identify ISP from any claims made by a third party regarding the material that you provide. Personal information posted by you to the website is posted at your risk. ISP will have no liability arising from use of those goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to ISP to use on the Website, will be deemed to be a grant by you to ISP to use on the Website, will be deemed to be a grant by you to ISP of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so and you waive all rights of attribution and integrity with respect to the material.

11. TERM OF AGREEMENT

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, condition, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and, if you are a Member, to terminate your account.

12. TERMINATION

ISP reserves the right, in its sole discretion to terminate your account, your password and your use of the Service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to ISP by: (a) telephone calls directed to Customer Service. (b) Registered or certified mail, return requested addressed to ISP.

Email termination of your basic Internet access account will not be accepted. If your account included space on ISP's servers, anything stored on this space will be deleted upon termination. Section 2, the third paragraph of Section 3, and Sections 5, 6, 7, and 13 of this Agreement shall survive termination of this Agreement.

13. THIRD PARTY BENEFICIARY

YOU AGREE THAT IN THE INTERGRATED BROADBAND SERVICES, INC. IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO ISP DESCRIBED HEREIN.

14. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, the Privacy Policy, and ISP's other user policies posted on ISP's website constitute the entire agreement between you and ISP with respect to your use of the Service. ISP may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision amendment, or modification will be effective immediately after ISP posts it at its websites.

This Agreement is governed by the law of the state of Illinois. The federal and state courts located in the state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with the respect to such matters or otherwise between you and ISP, and waive your rights to removal consent to removal.

TEL-STAR CABLEVISION ACCEPTABLE USE POLICY

1. INTRODUCTION

This Acceptable Use Policy (“AUP”) governs your use of the Internet services (“Service”) provided by us (“ISP”), whether you subscribe to the Service or not and you agree to all terms set forth herein.

Generally, ISP does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards etc.) However, ISP and its agents reserve the right at their sole discretion to remove any content that, in ISP’s judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. ISP is not responsible for any failure or delay in removing such content.

In addition, ISP may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in suspension or termination of either your access to the Service and/or your ISP account. You agree to indemnify, defend, and hold ISP harmless from any claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained. Via the Service is at your own risk. ISP is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS

The following constitute violations of ISP’s AUP:

- (A) Using the Service to gain unauthorized access to any computer systems.
- (B) Using the Service to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- (C) Using the Service to interfere with the access to the internet by other parties or disrupt the network used by ISP.
- (D) Using the Service to harm, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
- (E) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- (F) Using the Service to harm, harass, threaten, embarrass, or cause distress, unwanted attention or discomfort on another.
- (G) Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “ponzi schemes,” and “chain letters.”
- (H) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- (I) Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email is prohibited bulk email, whether or not that email is commercial in nature, is prohibited.
- (J) Using the service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ISP or another entity’s computer software or hardware, electronic communications system, or telecommunications system whether or not the intrusion results in the corruption or loss of data.

(K) Using the Service to transmit or receive any material (by email, uploading, downloading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying or copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

(L) Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

(M) Using the Service to harm minors in anyway.

(N) Reselling the service without ISP's authorization.

(O) Allowing others who are not members to receive Internet service via wireless network.

3. REVISIONS BY ISP THIS AUP

ISP reserves the right to revise, amend or modify this AUP, or Internet Service Agreement and our other policies at any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the Internet Service Agreement.