

## **NineStar Connect**

### **MASS MARKET INTERNET SERVICE POLICIES AND CUSTOMER INFORMATION**

#### Policy Statement:

The following policies apply to mass market broadband Internet services offered by NineStar Connect. NineStar Connect also offers enterprise level services that can be individually tailored to customer needs. Information on enterprise services can be obtained by contacting Business Sales at 317.326.3131. It is NineStar Connect's policy to provide robust and reliable access to the Internet for all its residential and commercial mass market end user customers. Because network resources are shared by all users, NineStar Connect has implemented the following policies to govern mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. NineStar Connect does not block access to, nor discriminate against, any lawful website or Internet application and, with respect to fixed Internet access services, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (i) is used for a lawful purpose consistent with NineStar Connect's Acceptable Use Policy; and (ii) does not harm the network or degrade network performance for other users. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using NineStar Connect's Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

#### **I. ACCEPTABLE USE POLICY**

1. **General Policy.** NineStar Connect reserves the sole discretion to deny or restrict your service, or immediately to suspend or terminate your service, if the use of your service by you or anyone using it, in our sole discretion, violates the Service Agreement or other NineStar Connect policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the NineStar Connect network by NineStar Connect or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of NineStar Connect or any other entity, or to penetrate the security measures of NineStar Connect or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet;

(e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate NineStar Connect's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the NineStar Connect network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the service to violate any rule, policy or guideline of NineStar Connect; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. Copyright Infringement/Repeat Infringer Policy. NineStar Connect respects the intellectual property rights of third parties. Accordingly, you may not store any material or use NineStar Connect's systems or servers in any manner that constitutes an infringement of third-party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of NineStar Connect to suspend or terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, NineStar Connect expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if NineStar Connect, in its sole judgment, believes that circumstances relating to an infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights NineStar Connect may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, you may contact our Designated Agent as follows:

Ross Ferson  
Chief Technology Officer  
NineStar Connect  
2331 East 600 North  
Greenfield, IN 46140  
317.326-3131  
abuse@ninestarconnect.com

4. NineStar Connect may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Service Agreement and AUP. You acknowledge that NineStar Connect shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the service, including but not limited to content that violates the law or this Agreement.

## II. SYSTEM PERFORMANCE

NineStar Connect provides residential and commercial mass market customers with a choice of data plans to meet their needs. NineStar Connect also provides enterprise level services that are custom tailored to a specific project and individually priced based on the needs and criteria established by the Enterprise customer. NineStar Connect offers the following mass market services and typical speed ranges. These speeds were calculated based upon internal testing to the edge of our network using internal speed test tools.

<u>Service</u>	<u>Download (Mbps)</u>	DSL	
		<u>Upload (Mbps)</u>	<u>Latency (ms)</u>
5M	5	1	8
10M	10	1	8
15M	15	1	8
10M	10	10	8
25M	25	25	8
50M	50	50	8

<u>Service</u>	<u>Download (Mbps)</u>	Fiber to the Home	
		<u>Upload (Mbps)</u>	<u>Latency (ms)</u>
25M	25	25	8
75M	75	75	8
150M	150	150	8
300M	300	300	8
600M	600	600	8
1G	1000	1000	8
2G	2000	2000	8
5G	5000	5000	8
10G	10000	10000	8

While NineStar Connect provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds generally result from a “best effort” service and are dependent on a number of variables, many of which are outside the control of an Internet Service Provider. Such variables include: the age and processing capability of the user’s terminal device or computer; the number of applications running simultaneously; the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; the distance the data packets must travel between the user and the website; the presence of congestion on and technical configuration of any intervening networks; any gating or congestion management schemes employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. ISP does not guarantee that a customer will achieve the speeds set forth above at all times. Rather, the foregoing data speeds represent the best information available to NineStar Connect of the typical speeds a customer can expect to experience under normal operating conditions.

Speed tests that allow customers to test the upload, download and latency performance of their broadband data services are available free of charge from a number of sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above. Accordingly, the speed results would not be expected to match a test of NineStar Connect’s network conducted under laboratory conditions. Please note,

however, that all speed tests use different methodologies to calculate connection speed so each of the tests would be expected to yield different results. Accordingly, each of these tests should be viewed as a helpful guide rather than as a definitive measurement of performance. The following are several sites, unaffiliated with NineStar Connect, that provide speed testing:

<http://www.speedtest.net>  
<http://netalyzr.icsi.berkeley.edu>  
<http://www.speakeasy.net/speedtest/>

NineStar Connect provides a local speed test server located at <http://speedtest.myninestar.net> for customers to use to test their internet speed at the last stop on the NineStar Connect network prior to accessing the internet.

### **III. NETWORK MANAGEMENT**

NineStar Connect utilizes a fully redundant network architecture that is designed to provide users with true broadband speeds and reliability even during times of peak demand. The network has been constructed to meet projected traffic demands and is fully scalable to allow for capacity to be added to meet customer needs and to support newly developing and increasingly sophisticated applications well into the future. However, congestion can occur on any IP network, and, when it does, packets can be delayed or dropped, leading to service degradation and delays. Currently NineStar Connect does not use any bandwidth throttling tools and traffic is transported on a first come, first served basis, however; Because network resources are shared by all end users, NineStar Connect reserves the right to implement a protocol agnostic traffic management policy that is designed to ensure that all users are able to utilize their fair share of network resources during periods of high demand at any point in the future.

Users remain free to access the websites of their choice and run the applications of their choice consistent with the AUP. However, in cases where demand exceeds capacity, it is possible that the data traffic of any user could be delayed.

Prioritization of packets can be used for other purposes as well, such as to ensure the reliability of applications that demand real time or near real time communications such as public safety communications and, in the context of mobile data services, E-911 communications. Generally, provisioned data speeds for NineStar Connect's mass market services are sufficient to support such applications as Voice over IP (VoIP), gaming, web surfing, or most streaming video. However, because NineStar Connect's residential, mass market broadband service generally does not prioritize such traffic; it is possible that certain applications requiring real time communications may perform at less than optimal levels, especially during periods of peak network demand.

NineStar Connect does take measures to protect its network and ensure that its AUP is enforced. For example, ISP has deployed measures to prevent spam, viruses, and other malware and to monitor and prevent denial of service attacks. NineStar Connect does not generally interfere with or manage the use of specific protocols or ports. However, in the interests of network security, the following ports may be blocked or unavailable.

Port 25 (SMTP)

Port 53 (DNS)  
Port 123 (NTP)

Port 25 is blocked from inbound connections to residential accounts due to the high probability that virus or malware infections can use this port to send SPAM email to unsuspecting users in our network and across the Internet.

Port 53 is blocked from outbound connections to residential accounts due to the high probability that virus or malware infections can use this port to attack unsuspecting users in our network and across the Internet.

Port 123 is blocked from outbound connections to residential accounts due to the high probability that virus or malware infections can use this port to attack unsuspecting users in our network and across the Internet.

NineStar Connect does take measures to maintain email system stability and to that end, customer's allocated space on the email server is limited to 250MB. If the customer uses more than 250MB, the customer will no longer be able to receive email or store files on the email server. The customer will have to delete files or emails to get under the required 250MB limit to begin receiving emails again. A customer does have an option to purchase additional space above 250MB limit.

#### Device Attachment Rules

Users may generally attach the devices of their choice and run the applications of their choice, subject to the limitations of their data plan and the terms of their service agreement and AUP. While many devices such as routers, Bluetooth and Wi-Fi cards, laptops, notebooks and tablets are readily available from third party sources, such as consumer electronics retailers. Other devices, such as DSL modems, proprietary network gateways, and WiMax base stations can only be guaranteed to be compatible if provided by or leased from NineStar Connect. Users are advised to contact NineStar Connect's technical support at [support@myinestarc.com](mailto:support@myinestarc.com) or 317.326.HELP before purchasing any third party equipment to ensure compatibility with the network. NineStar Connect is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third party, and the customer remains fully responsible for ensuring that any such equipment does not cause any harm to the network or degrade the service of other users.

All users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the actions of such third parties that gain unauthorized access to the network through unsecured end user equipment.

## **IV. COMMERCIAL TERMS**

### Minimum Terms

- a. Your service order indicates whether you have agreed to a minimum service term for your service and, if so, the number of months in the term. YOU WILL BE

SUBJECT TO AN EARLY TERMINATION FEE IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT).

b. If your service plan does not include a minimum service term or, if it does and you reach the end of the minimum service term, your service term will be “month-to-month” and will not be subject to an Early Termination Fee if you cancel your service.

c. If your service term is month-to-month, NineStar Connect can change the price of your service by providing you at least one billing cycle’s notice of the change.

#### Changing or Cancelling Service

a. If you cancel your service, in addition to any applicable Early Termination Fee, you must pay for your use of the service up until the date on which you cancelled, including charges for exceeding any data cap that applied to your account, and applicable taxes.

b. If, during the minimum service term, you decide to change to another NineStar Connect service plan (for example, one with different rates or usage allowances) or to add additional services, such as international roaming, to your plan, then NineStar Connect has the right to restart the minimum service term from the beginning of the change in plan or addition of service.

c. If, during the minimum service term, NineStar Connect changes the terms of your service and the changes are materially disadvantageous to you, you may terminate the service without paying an Early Termination Fee by providing written notice to NineStar Connect within 30 days of the effective date of the change.

#### **V. Privacy Policies**

We collect information about your use of our products and services. Information such as call records, websites visited, wireless location, application and feature usage, network traffic data, service options you choose, mobile and device number, and other similar information may be used for billing purposes, to deliver and maintain products and services, or to help you with service-related issues or questions. In addition, subject to any legal restrictions that may apply, this information may be used for other purposes such as providing you with information about product or service enhancements, determining your eligibility for new products and services, and marketing to you based on your use of your products and services. This information may also be used to: (1) manage and protect our networks, services and users from fraudulent, abusive, or unlawful uses; and (2) subject to consent practices described in this policy, help us improve our services, research and develop new products, and offer promotions and other services. This type of information may be aggregated for business and marketing uses by us or by third parties.

If you subscribe to NineStar Connect Internet access services, we may automatically measure and monitor network performance and the performance of your Internet connection to improve your, or our, overall service levels. If you contact us for service support, we also may access information about your computer, wireless device or other device settings to provide customized technical support or to install specific applications or services that you use or that are necessary to the applications or services you use.

NineStar Connect will not gather information from your use of our Internet access services to direct customized advertising specifically to you based on your visits over time and across different non-NineStar Connect websites, unless we first provide you with notice of our plan and obtain your affirmative consent.

Please note that NineStar Connect is not responsible for information, content, applications or services provided by others. Before you access, use, link to or download a service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. Personal information you submit in those contexts may be read, collected or used by the service or application provider and others associated with these forums in a manner different from that described here.

#### Information Provided to Us by Third Parties

When you purchase products or apply for service with us, we may obtain credit information about you from outside credit reporting agencies to help us with customer authentication and credit-related decisions.

NineStar Connect obtains information from outside companies that collect consumer information such as demographic and interest data. We use this data and combine it with other information we have about you to help us predict customer preferences and to direct marketing offers that might be more relevant to you.

We may also obtain contact information and other marketing lead information from third parties, and may combine it with information we have to contact you or direct NineStar Connect's marketing offers to you.

#### Cookies:

A cookie is a small data string that is written on your computer hard drive by a web server. (A web server is the computer that hosts a website and responds to requests received from your computer). Cookies can play an important role in providing a good customer experience using the web, such as enabling a website to maintain information when a user's web browser requests a series of web pages.

Cookies generally hold information, including data strings that contain a unique user ID which allow websites, including NineStar Connect websites, to customize your experiences on the sites and gather information about your navigation of the sites. Information gathered from cookies also helps us understand how our sites are performing and provides website usage information to support customizing and improving our sites and their messaging and advertisements. We also use cookies to

help verify the identity of a website user or to recognize you as a registered user and remember your settings and preferences.

You can manage cookies by using features and functions available on most Internet browsers. For example, most browsers will allow you to choose what cookies can be placed on your computer and to delete or disable cookies. You can find instructions for managing cookie controls on websites for particular browsers. Please note that disabling cookies may prevent you from using specific features on our sites and other websites, such as ordering products or services and maintaining an online account.

Cookies associated with your Flash Player may be removed by managing your settings with Adobe by visiting: <http://www.adobe.com/products/flashplayer/security/>.

**VI. Redress Options:**

Any user or provider that feels they have a complaint or concern that is not resolved through the NineStar Connect Support Center at 317.326.4357 can contact:

Brian Dowden  
Director of Network Operations  
317.326.3131

-or-

Ross Ferson  
Chief Technology Officer  
317.326.3131