



# Terms and Conditions

## General Terms and Conditions

1. The services to be provided as a shared tenant service by "THE COMPANY", BROADSTAR hereinafter referred to as "THE COMPANY".

a. "THE COMPANY" shall supply you, our customer, with Cable TV, High Speed Internet and telephone services for local and long distance via "THE COMPANY" approved carrier networks. "THE COMPANY" approved carrier networks shall now mean the telecommunication systems operated by virtue of their licenses under section 7 of the Telecommunications Act of 1984 and any re-enactment or modification of this act. b. "THE COMPANY" shall use all reasonable care and skill of a competent telecommunications service provider to you to provide you with high quality services. "THE COMPANY" shall correct any failures in the services as soon as it is reasonably practical unless the failure is caused by a reason covered in paragraph 5. c. "THE COMPANY" shall use all reasonable efforts to provide you with a seamless transition. d. "THE COMPANY" has the right to assign the local and long distance carrier for each line. e. "THE COMPANY" will block all 700/900/809/340 calling and usage unless the subscriber explicitly requests access to this service. If access is requested, a deposit will be required in the amount of expected usage. Calls will be blocked unless the deposit is replenished with additional funds.

2. CUSTOMER OBLIGATION TO "THE COMPANY". You shall ensure that: a. Your telecommunication equipment (to the extent that it is not provided or maintained by "THE COMPANY") is in good working order and complies with all FCC standards and approvals so as to enable the provision of services; and b. You do not use the services for any improper or unlawful purposes or in a manner which is offensive or for a purpose which is unlawful, nor allow others to do so; and c. You comply with this agreement and any reasonable instructions "THE COMPANY" gives you relating to use of the telephone networks; and d. You provide reasonable assistance to "THE COMPANY" to enable it to provide the services; and e. You agree to allow access to all appropriate sites for "THE COMPANY" engineers and other "THE COMPANY" personnel at mutual agreeable times and allow removal, installation and maintenance of "THE COMPANY" equipment when requested by "THE COMPANY"; and f. You meet your payment obligations set out in paragraph 3; and g. You pay "THE COMPANY" at its current published rates for visits required by "THE COMPANY" where the fault does not lie with "THE COMPANY" or its equipment or when you damage the "THE COMPANY" equipment; and

## 3. "THE COMPANY" BILLING, CHARGES AND PAYMENT

a. Charges for the services are set out in the "THE COMPANY" price list a copy of which is available on request and which "THE COMPANY" may vary from time to time and is subject to change. b. "THE COMPANY" will prepare and send invoices in respect to charges under this agreement. Call charges will be billed monthly in arrears and are due 21 days from the date of the invoice. c. If payment is not made when due "THE COMPANY" may, without prejudice to its other rights, charge interest at the rate of the greater of 5% or 1.5% above the base rate on any amount you fail to pay from the date when payment was due until the date of the actual payment. Penalty charges are in addition to applicable tariff debit discounts for late payments. "THE COMPANY" also reserves the right to bill the credit card on file for payments not received beyond two weeks of the required due date. d. "THE COMPANY" will have the option of charging \$.04 cents a minute for utilization exceeding 6,000 minutes per month. Notice will be provided to customer if usage is excessive. e. In the event that "THE COMPANY" offers a web based billing platform, "THE COMPANY" will have the option of charging \$5.00 per bill for paper bills. f. Activation Fee covers charges for setting up your account and activating you on our system. g. Service Fee - This is the basic charge associated with your service. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account services. h. Usage Charges - If you exceed the number of calling minutes or amount of data downloaded on your plan, BroadStar will bill you for the use above your allowance (1TB data service). BroadStar also bills for calls to directory assistance and other information services. i. An automatic payment via credit card and/or checking account is required and will be processed on the 1st of each month or the closest business day. BroadStar is not responsible for any additional fees charged by your bank due to any reason. If you chose instead to pay the \$100 cash deposit, your payments are also due on the 1st of each month. If payment is not processed by the 1st of each month, your service may be suspended. In the event that your service is suspended, you will be required to pay your full past due balance, replenish your deposit or automatic payment method and also incur a reconnection fee of \$50 before your services will be reactivated. If you choose the autopay payment option and your credit card is declined, you will be charged a \$10 service fee per month for any month in which your credit card is declined. By choosing the autopay payment option, you agree to allow BroadStar a period of up to 45 days after disconnection of services to finalize your last bill. You agree not to dispute charges with your credit card company or bank during that timeframe, as BroadStar will adjust the account and refund accordingly. j. BroadStar reserves the right to charge a Recovery Fee of up to 4% per transaction as allowed by law for regulatory cost, administrative cost and increase from vendors. k. Missed Appointment Fee. BroadStar reserves the right to charge a fee for customers who miss scheduled service appointments. l. Back charges. A back charge may be an adjustment due to an error, or it may be to collect an expense that was not billable until a later period due to timing issues. BroadStar reserves the right to back charge as deemed necessary. m. Early Termination Fee. The Early Termination Fee is implemented when a service that required a long-term agreement in order to receive discounted pricing is terminated prior to the expiration of the agreed upon term. The Early Termination Fee is calculated by multiplying the number of months left in the term times the pro-rated amount of the monthly bill. n. Final Bill. Upon terminating services, you are responsible for returning all set top boxes and/or modems ("equipment") to BroadStar. If you do not return the equipment to BroadStar by the 15<sup>th</sup> of the month you will be charged for the equipment in your next bill. If you return the equipment after the 15<sup>th</sup> of the month you agree to allow BroadStar up to 45 days after they receive the equipment to finalize your bill. You agree not to dispute these charges with your credit card company or bank. If there is a dispute as to whether the equipment was returned to BroadStar, the customer must provide proof that they have returned the equipment by way of a work order (if a BroadStar employee picked up the equipment or it was returned in person to one of our offices) or a shipping receipt and/or tracking number for the package that you mailed to one of our offices. If the customer is on autopay, their credit card will be charged for the equipment that was not returned. If proof of return is provided after your credit card has been charged for the equipment, BroadStar has up to 45 days from the time you provide proof that you returned the equipment to finalize your bill. You agree not to dispute the equipment charges with your credit card company or bank, as BroadStar will adjust the account and refund accordingly. n. BroadStar employees are not permitted to accept cash as a form of payment for any equipment or services rendered. Acceptable forms of payment include credit and debit cards (Visa and Mastercard), personal checks and money orders. Payment may be remitted via USPS, via telephone (convenience fees may apply) and online at BroadStar.com/myaccount.

## 4. "THE COMPANY" SUPPLIED EQUIPMENT

a. You agree that title in any "THE COMPANY" access equipment shall at all times remain with "THE COMPANY". While "THE COMPANY" 's equipment is on your premises, you shall ensure that it is kept safe and secure and is not interfered with by any persons and that it is insured against fire, theft and flood risks. Upon termination of this agreement, you will ensure that "THE COMPANY" in accordance with paragraph 2(f) is allowed prompt access to all relevant premises to remove its equipment. b. "THE COMPANY" shall be responsible only to maintain "THE COMPANY" equipment and services to the point of interconnection with third party operators and shall have no liability of failure of third party operator's network or equipment.

## 5. "THE COMPANY" WARRANTIES AND LIMITATION OF THE LIABILITY OF "THE COMPANY"

a. To the extent that all or any part of the services are faulty, unavailable or interrupted, "THE COMPANY" will correct such faults. "THE COMPANY" shall not be liable for faults in your telecommunication equipment, which result in "THE COMPANY" being unable to provide the services. b. "THE COMPANY" shall not be liable for any failure of performance of the services for reasons beyond "THE COMPANY" 's reasonable control including but not limited to default or failure of a third party including "THE COMPANY" 's approved carriers, public telecommunication operators or maintainers. c. Each part of this Agreement that excludes or limits the liability of "THE COMPANY" operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply.

## 6. LENGTH OF THIS AGREEMENT AND ENDING THIS AGREEMENT

a. In the event that the agreement is canceled by the customer before the term is complete, the customer will be charged the remaining term in full. The amount will be due within 30 days of the cancellation. b. "THE COMPANY" can and will suspend services or end this agreement forthwith at any time without informing you if: You materially breach this agreement or any other agreement you have with "THE COMPANY" (including failure to pay charges when due); or "THE COMPANY", in its sole discretion, suspects that any fraudulent act is being, or may be, perpetuated in respect of services, or you exceed any account limit relating to your expenditure in any period, or you cancel a direct debit. c. Upon ending or suspension of this agreement all amounts you owe "THE COMPANY" for use of the services shall be due and payable in full on demand and you shall have no right to withhold or set off any such amounts. d. In order to be considered a "new customer" after disconnecting or terminating services for the purpose of redeeming discounts or special offers, services must be disconnected for a full 120 days.

## 7. TRANSFERRING THIS AGREEMENT

a. You cannot transfer or try to transfer this agreement or any part of it to anyone else without "THE COMPANY" 's prior written consent.

## 8. GENERAL

a. This agreement, the "THE COMPANY" rate list, a letter of agency and the "THE COMPANY" service agreement sets out the whole agreement between you and "THE COMPANY" for the services.

b. Any waiver, concession or extra time "THE COMPANY" may allow you is limited to the specific circumstances in which it was given. It does not affect "THE COMPANY" 's right under this agreement in any other way.

## 9. NOTICES

a. "THE COMPANY" 's address for service of notices is 3965 Investment Lane, Suite A5, West Palm Beach, FL 33404. Your address for service shall be at the address you ask "THE COMPANY" to send bills to. "THE COMPANY" may, by written notice to you, substitute another address, which shall then become the notice address. b. Any notice given in connection with this agreement shall be served in writing by registered, recorded delivery or normal post or delivered hand mail. c. THE COMPANY reserves the right to utilize auto dialing software, email and additional technologies to contact you with important messages including but not limited to information regarding your services or billing.

## Internet Services brought to you by BroadStar

a. These Terms and Conditions ("Terms") apply to your purchase and use of any data communications service or product ("Service") offered by BroadStar Communications LLC and/or its affiliates ("BroadStar"), and form a part of the Residential Subscriber agreement between you and BroadStar (the "SA"), together with the order information identifying the specific Service that you are purchasing from BroadStar, forms the entire agreement between us with respect to the provision of the Services. b. Term and Termination. These Terms become effective on the date your completed SA is accepted by BroadStar and shall remain effective for the term of the SA. Acceptance of the SA is subject to approval by BroadStar and the availability of BroadStar facilities, including fiber, at your location(s). The SA shall automatically renew for successive periods equal in length to the initial term unless terminated as permitted herein. Either party may terminate the SA and your use of the Service (i) at the end of any initial or renewal term by providing the other party with at least thirty (30) days written notice; or (ii) except as otherwise stated herein, during any initial or renewal term if the other party breaches any material term or condition of this SA and fails to cure such breach within fifteen (15) days after receipt of written notice of the same. In addition, BroadStar may terminate the SA and your use of the Service at any time upon sixty (60) days written notice to you. All termination notices from Subscriber must be sent to BroadStar, ATTN: Billing, 3965 Investment Lane, Suite A5, West Palm Beach, FL 33404. BroadStar may terminate the SA and/or restrict or suspend your use of the Service at any time to the extent necessary to protect the BroadStar Network, including as a result of any violation of BroadStar's Acceptable Use Policy, with notification to you when such restriction or suspension is no longer necessary. Such restriction or suspension may continue through date of termination. c. Service Rates and Charges. The rates and charges for the Service are set forth in the SA. You agree to pay all fees and charges incurred on your account, including any and all city, state or federal taxes and surcharges, whether imposed on BroadStar or directly on you. BroadStar reserves the right to change the rates and charges for any renewal term. d. Billing and Payment. Billing is invoiced monthly in advance. You agree to pay in full each month of charges for Service under this SA. Accounts are in default if payment of all amounts due is not received within thirty (30) days after the date of invoice, and are subject to an interest rate on the outstanding balance of either 5% per month or at the maximum allowable rate under your state law, whichever is lower. Accounts unpaid ten (10) days after date of invoice may have the Service interrupted or terminated. Such interruption of Service does not relieve you of your obligation to pay for the Service. Only a written request to terminate your Service, in accordance with these Terms, relieves you of your obligation to pay for the Service. Credit card payment for monthly service will be billed on the first day of the designated billing cycle. You authorize BroadStar to charge your credit card on or after termination of the Service to pay what you then owe (including, but not limited to, payment of any cancellation or termination fees). If you have not authorized charges to your credit card, or if you revoke such authorization, or if any reason your credit card issuer does not pay BroadStar, BroadStar must receive payment on or before the due date. Report changes to account, at 856-513-2113 or in writing to BroadStar. If you are in default under the SA, you agree to pay BroadStar its reasonable expenses, including, but not limited to attorneys and/or collection agency fees, incurred in enforcing its rights hereunder. e. Activation of Account; Password. Upon the BroadStar's approval of this SA, BroadStar shall activate Subscriber's account, and Subscriber shall have access to the Service subject to the terms and conditions provided herein ("Activation"). Subscriber acknowledges that this Agreement shall not be binding on BroadStar until Activation. Subscriber acknowledges and agrees that it is responsible and shall be liable for the activity of any person who uses Subscriber's account to access the Service. Upon Activation, Subscriber's will be assigned a user name. Subscriber is responsible for maintaining the confidentiality of all user names and passwords and for any liability resulting from disclosure of such user names and passwords. Subscriber agrees that, upon becoming aware that any of its user names or passwords or its account is being used without Subscriber's authorization, Subscriber will immediately change its user names or passwords and notify BroadStar of such unauthorized use. Subscriber agrees that BroadStar shall not be liable for any loss that Subscriber may incur as a result of a third party using Subscriber's user names, passwords or account, either with or without Subscriber's knowledge. Subscriber acknowledges that it could be held liable for losses incurred by BroadStar or another party as a result of someone using Subscriber's user names, passwords or account. Subscriber agrees not to use another subscriber's user names, passwords or account without the permission of that subscriber. f. Service Interruption. If you notify BroadStar immediately upon failure to access



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BroadStar's Network, and BroadStar determines in its reasonable commercial judgment that BroadStar's Network is unavailable to you for four (4) or more consecutive hours during any calendar day, BroadStar will, upon your request, credit your account for such month the pro-rated charges for one (1) day's service. Scheduled maintenance shall not be deemed to be unavailability of BroadStar's Network. This paragraph states BroadStar's sole obligation and your exclusive remedy for unavailability or failure of BroadStar's Network. g. Hosting Services. In the event BroadStar will host Subscriber's internet web site or email site as part of the Service, BroadStar, at its option, may provide Subscriber with access to certain software programs from third party software companies ("Software Provider") to facilitate the creation of the Subscriber Site. Subscriber agrees to comply with the applicable license agreement provided by any such Software Provider, and BroadStar shall have no obligations in connection therewith. BroadStar is under no obligation to host or continue to host any Subscriber Site (i) which BroadStar believes, in its sole discretion, offers for sale goods or services, or uses or displays materials, that are illegal, pornographic, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate; (ii) which BroadStar believes, in its sole discretion, has substantially changed in content from the time it was accepted by BroadStar; (iii) with respect to which BroadStar has received or become aware of complaints by customers that Subscriber has failed to be reasonably accessible to customers or timely fulfill customer orders; (iv) which has become the subject of a government complaint or investigation; or (v) if Subscriber violates any of the terms and conditions of this SA. BroadStar reserves the right to remove any information or materials from a Subscriber Site, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement. h. Computer Equipment. In the event Subscriber has leased or purchased computer equipment such as cable modems or routers from BroadStar or any third party, Subscriber agrees that BroadStar shall not be liable for delays in delivery or unavailability of any such equipment, or for the cancellation of any orders of such equipment by the manufacturer, or for the installation, operation, or maintenance of such equipment. The failure or unavailability of such equipment shall not effect Subscriber's obligations hereunder. Subscriber agrees that BroadStar shall not be responsible or liable for any loss of data, software or operating systems resident on Subscriber's computer equipment that may occur as a result of the installation on such equipment of modem drivers or other software necessary to allow communication between BroadStar and Subscriber's computer equipment. Subscriber acknowledges that Subscriber shall regularly back up all files and keep hard copies of all software used by Subscriber. i. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. BroadStar MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL TERMS AND CONDITIONS OF THE UNIFORM COMMERCIAL CODE REGARDING EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHICH MAY APPLY TO THE SERVICES ARE HEREBY SPECIFICALLY DISCLAIMED. BroadStar WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY YOU), INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTION. BROADSTAR EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE BROADSTAR NETWORK OR THE INTERNET IS AT YOUR OWN RISK. BROADSTAR SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL BROADSTAR'S LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE PRIOR THREE (3) MONTHS. j. Waiver of Claims Against Owner of Building. Any cessation or interruption in BroadStar's Service does not constitute a default or constructive eviction by the landlord under your property lease (if any). You agree to waive and release the owner of your building and the building's mortgagees and property and telecommunications managers, and each of their respective owners, partners, directors, officers, managers, employees, agents and contractors from, any RELEASED PARTY. k. BroadStar Equipment. If agreed by the parties, BroadStar may install, maintain, service and operate all necessary equipment liability in connection with any damages whatsoever incurred by you, including lost revenues, which arise, or are alleged to arise, out of any interruption of or defect in the Service to be provided under this SA, REGARDLESS OF WHETHER SUCH INTERRUPTION OR DEFECT IS CAUSED BY THE ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). Subscriber hereby grants to BroadStar, with reasonable notice to the Subscriber, the right, at reasonable times to enter upon the Premises for purposes of connecting, disconnecting, inspecting, repairing, replacing in whole or in part, updating and/or removing any of BroadStar's equipment and/or the Service. The equipment will at all times remain the property of BroadStar and at no point shall the equipment be modified or removed without prior written consent from BroadStar. Upon termination of this SA, you agree to promptly return all equipment belonging to BroadStar, unless otherwise stated in the SA. The Subscriber shall be responsible to pay BroadStar for the Cost of missing or damaged equipment and such cost will be billed directly to you by BroadStar (based on the most current value of like equipment). l. Subscriber Equipment. Subscriber understands and agrees that use of the Service requires certain equipment provided by the Subscriber, such as a personal computer and an appropriate operating system ("Subscriber Equipment"). Subscriber represents that (s)he owns the Subscriber Equipment or otherwise has the right to use it in connection with the Service. Subscriber agrees to connect only BroadStar approved equipment to the Service. m. Final Agreement. This SA and these Terms and any modifications by BROADSTAR as specified herein supersede all previous representations, understanding or agreements and shall prevail notwithstanding any variances with terms and conditions or any order submitted. BroadStar's Service is offered solely by BroadStar and is separate from any contract you may have with the lessor or owner of your building. Use of BroadStar's Network constitutes acceptance of this SA and these Terms. n. Acceptable Use Policy - Subscriber agrees to comply with the terms of BroadStar's Acceptable Use Policy (the "AUP"). The AUP applies to all persons and entities (collectively, "customers") using the products and services of BroadStar, including Internet service. The AUP is designed to protect the security, integrity, reliability, and privacy of both the BroadStar network and the products and services BroadStar offers to its customers. BroadStar reserves the right to modify this AUP at any time, effective immediately upon posting of the modification on BroadStar's web site. Your use of BroadStar's products and services constitutes your acceptance of the AUP in effect at the time of your use and as subsequently modified. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the Service, and you agree not to engage in any unacceptable use of the Service. The current AUP is posted and maintained on BroadStar's public web site at the following URL: <http://www.broadstar.com>. By activating a service or account with BroadStar by signing this SA, you agree that you have reviewed the AUP online and to abide by the AUP as published and made available on BroadStar's web site at the URL address listed above. o. Abusable Resources. Upon notification of the existence of an abusable resource (e.g., news server, unsecured mail relay, Peer-To-Peer file sharing, or similar applications), the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this AUP and enforced as such. BroadStar reserves the right to modify and/or restrict the bandwidth and network protocols to ensure quality of service for all customers. p. Enforcement. BroadStar may immediately suspend and/or terminate the customer's Service and/or the SA for violation of any provision of this AUP upon verbal or written notice to you, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, BroadStar may attempt to work with customers to cure violations of this AUP and to help ensure that there is no re-occurrence; however, BroadStar reserves the right to suspend or terminate based on a first offense. q. For optimum service performance, BroadStar recommends minimum system requirements for the use of BroadStar's Internet service as described at the company's website, <http://broadstar.com/support/minimum-system-requirements-for-internet>. r. Electronic Communications Privacy Act Notice - BroadStar makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon BroadStar technology, and makes no guarantee that any entity or group of users will be included or excluded from BroadStar's network. In addition, BroadStar may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

### VOIP Services brought to you by BroadStar

#### 1. EMERGENCY SERVICES - 911 DIALING

**1.1 911 Dialing.** BroadStar 911 Dialing is different than traditional 911 service.

Most of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive, capture or retain your telephone number and address have basic 911 or limited E911. With basic 911 or limited E911, the local emergency operator answering the call may not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, BroadStar will automatically upgrade customers with basic 911 to E911 service. Certain customers do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911, your 911 call will be sent to a national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to a national emergency call center include when there is a problem validating a customer's address, the customer is identified with an international location, or the customer is located in an area that is not covered by the landline 911 network. In addition, if you use certain portable Devices, your 911 calls will be routed to a national emergency call center. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. You authorize us to disclose your customer's name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

**1.2 Notify All Users.** You should inform all household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of national 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department.

**1.3 Registration of Physical Location Required.** For each phone line that you utilize with the Service, you must register with BroadStar the physical location where you will be using the Service with that phone line. Your initial location will be registered as a part of subscribing to the Service. It is incumbent on you to confirm the accuracy of your customer's physical address. When you move the Device to another location, you must update your location. If you do not update your location, 911 calls you make may be sent to an emergency center near the old address.

#### 1.4 Service Outages.

**(a) Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

**(b) Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or Internet Service Provider ("ISP") Service.** Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

**(c) Service Outage Due to Disconnection of Your BroadStar Account.** Service outages due to disconnection of your account will prevent all Service, including 911 Dialing, from functioning.

**(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 Dialing, may not function. You acknowledge that BroadStar is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges.

**(e) Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Addendum.

**1.5 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

**1.6 Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither BroadStar nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless BroadStar, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

**1.7 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

**2. SERVICE TERM. 2.1 Service Term.** Service is offered and paid for on a prescribed recurring basis for a term that begins on the date that BroadStar activates your Service and ends on the day before the same date in the following period ("Service Term"). Subsequent terms of this Addendum automatically renew for the same Service Term unless you give us written notice of non-renewal at least sixty (60) days before the end of the applicable Service Term. You are purchasing the Service for the full Service Term, meaning that if you attempt to disconnect Service prior to the end of the applicable Service Term, you will be responsible



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for all charges relating to the then-current Service Term, including unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You will also be responsible for charges for the following Service Term in the event that you do not provide the requisite sixty-day disconnect notice as described above.

**2.2 Residential Use of Service and Device.** If you subscribe to BroadStar's residential Internet and Phone services, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

**2.3 Prohibited Uses; Unlawful Uses and Inappropriate Conduct.** You shall use the Service and the Device only for lawful purposes. You shall not use the Service or the Device in any way that is improper or inappropriate, including in a manner that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. In addition, you shall not use the Service or the Device to impersonate another person; send bulk unsolicited messages; use robots, data mining techniques or other automated devices or programs to catalog, download, store or otherwise reproduce or distribute information from the Service or use any such automated means to manipulate the Service; use the Service to violate any law, rule or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to the Service. We may, but are under no obligation to, monitor usage of the Service for violations of this Addendum. We may remove or block any or all communications if we suspect a violation of this Addendum or if we deem it necessary in order to protect the Service, or BroadStar, its parent, affiliates, directors, officers, agents and employees from harm. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for all fees and charges due under this Addendum, plus a disconnection fee, if applicable, all of which will be immediately due and payable. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, BroadStar will provide customer and call detail information in response to lawful government requests, subpoenas and court orders, or law enforcement requests where the failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, BroadStar reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

**2.4 Use of Service and Device by Customers outside the United States.** Although we encourage you to use the Service to place calls to foreign countries from within the United States and to use the Service as you travel, BroadStar offers and supports services only in the United States and certain other countries. BroadStar Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a BroadStar service area, and/or your ISP or other broadband provider places restrictions on the usage of VoIP services, BroadStar does not represent or warrant that use of the Service by you is permitted by such other jurisdiction or by any ISP or broadband provider. You will be solely responsible for any violations of local laws and regulations or violations of ISP and broadband provider terms of service resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside of BroadStar service areas.

**2.5 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.**

**(a) Copyright; Trademark.** The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Addendum grants you the right or license to use any of our marks.

**(b) Unauthorized Usage of Device; Firmware or Software.** You (i) have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Addendum, and (ii) expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**2.6 Tampering with the Device or Service.** You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for all charges through the end of the current Service Term, including unbilled charges, plus a disconnection fee, if applicable, all of which will immediately be due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

**2.7 Theft of Service.** You shall not use or obtain the Service in any manner that avoids BroadStar policies and procedures, including in an illegal or improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service whether or not it involves a stolen Device. BroadStar reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device illegally or improperly.

**2.8 Number Transfer or Service Disconnection.** Upon the disconnection of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if: such new service provider is able to accept such number; your account has been properly disconnected; your account is completely current, including payment for all Service charges and applicable disconnection fees; and you request the transfer upon disconnecting your account.

**2.9 Service Distinctions.** The Service is not a telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service. Other things may affect Service, such as maintenance. BroadStar will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between a telecommunications service and our Service, and our Service is subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

**2.9 Ownership and Risk of Loss.** You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Addendum.

**2.10 No 0+ or Operator Assisted Calling; May Not Support x11 Calling.** The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411) services in one or more (or all) service areas.

**2.11 No Directory Listing.** The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

**2.16 Incompatibility With Other Services.**

**(a) Home Security Systems.** The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service.

**(b) Certain Broadband, Cable Modem, and Other Services.** You acknowledge that the Service presently is not compatible with AOL cable broadband service, certain versions of TiVo, and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

**3. CHARGES; PAYMENTS; TAXES; DISCONNECTION**

**3.1 Billing.** When the Service is activated, you must provide us with a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. If your payment method expires, you close your account, your billing address changes, or your payment method is cancelled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, fees, applicable taxes and surcharges for each prescribed Service Term, in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your payment method, including, but not limited to: activation fees; service fees; usage charges; international usage charges; advanced feature charges; premium services/Add-ons, equipment purchases; regulatory recovery fee; Emergency 911 Cost Recovery Fee; 911 fees; Federal Universal Service Fee; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges will be made known to you and may change from time to time. BroadStar may introduce new products and services at special introductory pricing. Introductory pricing may change at BroadStar's discretion. Where required by law, notification of invoices will be sent to you via your email address on file with us. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$1000. BroadStar bills usage charges in full minute increments that are rounded up to the next full minute unless otherwise set forth in the rate schedules found on our website. BroadStar bills fractional usage charges in full cents that are rounded up when the value is \$.005 or more and down when the value is less than \$.005, unless otherwise noted.

The above fees are defined as follows: Activation Fee - This fee covers charges for setting up your account and activating you on our system.

Service Fee - This is the basic charge associated with your service. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account services. Usage Charges - If you exceed the number of calling minutes on your plan, BroadStar will bill you for the minutes you use above your allowance. International Usage Charges - These are the fees associated with calls to locations outside of the US, Canada and Puerto Rico. Advanced Features, Add-ons, Premium Services - BroadStar charges additional fees for enhanced features, add-ons, and other added products and services. Equipment Purchases - In most instances, you will pay for equipment associated with your BroadStar service with your payment method. However, there may be occasions when BroadStar will offer you the option to bill equipment to your account. Regulatory Recovery Fee - A regulatory recovery surcharge applies to each phone number. BroadStar uses this fee to pay our regulatory-related fees and expenses, including taxes, number portability charges, and related legal fees. Emergency 911 Cost Recovery Fee applies to each line of service. This fee is used to recover costs directly associated with developing, implementing and maintaining a nationwide E911 in compliance with FCC regulations, BroadStar 911 dialing and the BroadStar national 911 emergency call center. Taxes - BroadStar is required to bill and collect local, state and federal taxes imposed on BroadStar customers by the various taxing authorities. BroadStar passes all taxes it collects on to the appropriate taxing authority. 911 Fees - State and/or local governments may assess fees on BroadStar to pay for emergency services in your community. BroadStar bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. BroadStar is committed to supporting public safety services and resources in your State. For more information, and to learn more about the fees collected in your community for emergency services, contact your state or local elected official. Federal Universal Service Fee - a monthly charge that recovers the contributions that BroadStar, as a VoIP provider, must make to the federal Universal Service Fund (USF). This fund supports the telecommunications needs of low-income households, schools, libraries, rural hospitals, and consumers living in high-cost service areas. This fee is applied to Customer's interstate and international charges at the same rate applicable to BroadStar's USF contributions and may be subject to periodic adjustment.

**3.2 Billing Disputes.** You must notify us in writing within seven (7) days after receiving your statement if you dispute any BroadStar charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Customer Care Billing Department

BroadStar: 3965 Investment Lane, Suite A5, West Palm Beach, FL 33404 -or- [customerservice@broadstar.com](mailto:customerservice@broadstar.com)

**3.3 Payment and Collection.**

**(a) Payment.** Your subscription to the Service authorizes us to collect from your payment method. This authorization will remain valid until thirty (30) days after we receive written notice from you terminating our authority to charge your payment method, whereupon we will charge you for the disconnection fee, if applicable and any other outstanding charges and disconnect your Service. We may disconnect your Service at





## Terms and Conditions

any time in our sole and absolute discretion if any charge to your payment method is declined or reversed, your payment method expires and you have not provided us with a valid replacement payment method or in case of any other non-payment of account charges.

**(b) Collection.** If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Addendum and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

**(c) Notices.** You understand that it is difficult for BroadStar to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days advance notice from BroadStar regarding the amount that BroadStar will debit from your account. BroadStar may send you messages about your billing from time to time, but BroadStar is not obligated to do so. BroadStar may change or cease its messages at any time without notice to you.

**3.4 Disconnection; Discontinuance of Service.** We reserve the right to suspend or discontinue the Service generally, or to disconnect your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final Service Term charges. If your Service is disconnected on account of your breach of any provision of this Addendum, you will be responsible for all charges through the end of the current Service Term, including unbilled charges, plus the disconnection fee, if applicable, all of which will immediately be due and payable. BroadStar will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

**3.5 Taxes.** State and local governments may assess taxes, surcharges and/or fees on your use of BroadStar service. These charges may be a flat fee or a percentage of your BroadStar charges and may change from time to time without notice. These charges are based on the rates applicable to the addresses you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your payment method as set forth in this Addendum.

**3.6 Charges for Directory Calls (411).** We will charge you \$0.99 for each call made to BroadStar directory assistance.

**3.7 Promotional Pricing.** Promotional pricing automatically increases to regular pricing at the end of promotional period. If you elect to discontinue the promotional service, please do so before the end of the promotional period in order to avoid the automatic increase to regular pricing.

### 4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

**4.1 Limitation of Liability.** We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: an act or omission of an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure caused by the loss of power to you; outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party; any act or omission by you or any person using the Service or Device provided to you; or any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded. Our aggregate liability under this Addendum will in no event exceed the Service charges with respect to the affected time period.

**4.2 Disclaimer of Liability for Damages.** IN NO EVENT WILL BROADSTAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU OR YOUR CUSTOMERS IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

### 4.3 Indemnification and Survival.

**(a) Indemnification.** You shall defend, indemnify, and hold harmless BroadStar, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

**(b) Survival.** The provisions of this Addendum that by their sense and context are intended to survive the termination or expiration of this Addendum shall survive.

**4.4 No Warranties on Service.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER BROADSTAR NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF BROADSTAR'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY BROADSTAR OR BROADSTAR'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

### 4.5 Device Warranties.

**(a) Limited Warranty.** Except as set forth herein, if you received a Device from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

**(b) No Warranty.** IF A LIMITED WARRANTY DID NOT COME WITH YOUR DEVICE, YOU ARE ACCEPTING THE DEVICE "AS IS". YOUR DEVICE IS NOT ELIGIBLE FOR REPLACEMENT, REPAIR OR REFUND.

**(c) Disclaimer.** OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

**4.6 No Third Party Beneficiaries.** No provision of this Addendum provides any person or entity not a party to this Addendum with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**4.7 Content.** You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Addendum or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

### 5. MISCELLANEOUS

**5.1 Governing Law.** The law of the state of your residence shall govern this Addendum as well as the relationship between you and us except to the extent such law is preempted by or inconsistent with applicable federal law. Notwithstanding the foregoing, because this Addendum evidences a transaction in interstate commerce, the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provision set forth below.

**5.2 Mandatory Arbitration and No Jury Trial.** Any dispute or claim between you, any member of your company or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Williamstown, New Jersey. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Addendum provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN NEW JERSEY.

**5.3 No Waiver of Rights.** Our failure to exercise or enforce any right or provision of this Addendum will not constitute a waiver of such right or provision.

**5.4 Entire Addendum.** This Addendum, including any future modifications as may occur within the terms of this Addendum or the original Agreement, constitute the entire agreement between you and BroadStar and govern the use of the Service by you, members of your company, guests and employees. This Addendum supersedes any prior addendums between you and BroadStar and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

**5.5 Severability.** If any part of this Addendum is legally declared invalid or unenforceable, all other parts of this Addendum will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Addendum.

### 6. FUTURE CHANGES TO THIS ADDENDUM

We may change the terms and conditions of this Addendum from time to time. Such changes will become binding on you on the date they are communicated to you, which will be done via written notice and no further notice by us is required upon your continued use of the Service. The Addendum as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

### 7. PRIVACY

BroadStar Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. BroadStar is not liable for any lack of privacy, which may be experienced with regard to the Service.