

## STAR COMMUNICATIONS ACCEPTABLE USE POLICY FOR VOICE SERVICES

**Star** has adopted this Acceptable Use Policy (“AUP”) to outline the acceptable use of **Star**’s Voice service. This AUP is in addition to any restrictions contained in **Star**’s General Exchange Tariff.

All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

You, the customer, and any individuals using the Voice Service under your Voice Service account (collectively, “user” or “users”) must comply with this AUP. Failure to do so could result in the suspension or termination of your Voice service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Voice Service and notify **Star** so that it can close your account.

**Star** may revise this AUP from time to time by posting a new version on the website at [www.stmc.net](http://www.stmc.net) (the “**Star** website”). **Star** will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements or posting information on the **Star** website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the **Star** Voice Service should read any **Star** announcements they receive and regularly visit the **Star** website and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it by calling our office at 800-706-6538.

### **A. Prohibited Uses and Activities of Voice service include, but are not limited to the following:**

No user of the Voice Service, Customer Equipment, or **Star** Equipment may, individually or in combination with another should:

- undertake, plan, encourage, assist, or accomplish any unlawful, deceptive, or fraudulent activity or purpose. This includes, but is not limited to conduct which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or international law, order, or regulation;
- use auto-dialers or predictive-dialing to dial sequentially, including rapid dialing or data pumping for the purpose of generating revenue directly or indirectly;
- violate any of the federal, state, or local telemarketing regulations including but not limited to the Telephone Consumer Protection Act of 1991 (“TCPA”), the Telemarketing Sales Rules (“TSR”), the Junk Fax Prevention Act of 2005, and Truth in Caller ID Act of 2009;
- send unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
- utilize any form of Robocalling as defined by the Federal Trade Commission’s Telephone Sales rule (TSR) that are unlawful;
- use of Service for the purpose of originating spam and/or illegal robo-dialing and Caller ID spoofing;

- use any unlawful form of calling utilizing pre-recorded audio or non-live-human communications;
- participate in continuous or extensive chat line or conference call;
- use an open telephone line as a monitoring, intercom, or similar service;
- fail to monitor outbound call campaigns to minimize complaints which may be generated by repetitive and/or continuous messaging or calling to the same destination or number within a short period of time;
- use Services to record or monitor a phone call or other communication without securing consent from the call participants as required by applicable federal and state laws (including, as applicable, California’s Invasion of Privacy Act and similar laws);
- use extensive call forwarding or use of call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facility;
- operate a business (including a home-based business, a non-profit business, governmental or any other enterprise) under a residential service account;
- operate a call center or conference line;
- transmit or receive broadcasts over teleconferencing facilities or other means;
- transmit or receipt of recorded material;
- participate in any relevant prohibited uses in our company’s Acceptable Use Policy (AUP), Subscriber Agreement, and any other Terms and Conditions included in our company’s General Exchange Tariff

## **B. Customer Conduct**

### **1. Customer Obligations**

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Voice Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Voice Service account . In all cases, you are solely responsible for the security of any device connected to your Voice Service. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by **Star** that connect to the Voice Service from external threats and other methods of intrusion.

## **C. Star’s Rights**

**Star** reserves the right to refuse to transmit, and to remove or block, any suspicious calls or telecommunications traffic, in whole or in part, that it, in its sole discretion, deems to be in violation of this AUP, or otherwise harmful to **Star**'s network or customers using the Voice Service Network, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. **Star** and its affiliates, suppliers, and agents have the right to monitor any voice transmissions, call patterns and traffic from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP, the Subscriber Agreement, the General Exchange Tariff and applicable law.

## **D. Network Management**

**Star** manages its network with the goal of delivering a safe and uncompromised Voice Service Network to all of its customers. Managing the network is essential for the promotion of the best

possible Voice experience by all of **Star**'s customers. The company uses reasonable network management practices that are consistent with industry standards and robocalling mitigation rules. **Star** tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with industry standards.

#### **E. Violation of this Acceptable Use Policy (AUP)**

**Star** reserves the right to immediately suspend or terminate your Voice Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

In the company's efforts to promote good citizenship within the telecommunications community, it will respond appropriately if it becomes aware of inappropriate use of the Voice Service.

These actions are not **Star**'s exclusive remedies and **Star** may take any other legal or technical actions it deems appropriate with or without notice.

**Star** reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of calls and call details on **Star**'s network. During an investigation, **Star** may suspend the account or accounts involved and/or remove or block any calls or telecommunications traffic that potentially violates this AUP. You expressly authorize and consent to **Star** and its suppliers cooperating with (i) law enforcement and legal authorities in the investigation of suspected legal violations, and (ii) and the Federal Communications Commission (FCC) in order to enforce this AUP.

The failure of **Star** or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless **Star** and its affiliates, suppliers, and agents against all claims, damages, losses, expenses, and liabilities (including attorney fees and other legal expenses) resulting from any violation of this AUP or your or an individual acting under your account's use (or misuse) of **Star**'s Voice Service, whether or not such use is found to be in violation of any statute, regulation, or rule. Your indemnification will survive any termination of the Subscriber Agreement.