

Legal Name: _____

Membership#: _____

Account #: _____

Telephone #: _____

Star Communications Application For Services and Contract

- 6-month STMC Internet Contract 12-month STAR TV Contract STLD Contract
 Bundle Service Agreement 12-month 24-month 36-month
 Voice Pak Internet Pak Television Pak Have-It-All Pak 6-month PURE
 Luminous Broadband 12-month Voice 12-month Video 6-month Data

The application, made this _____ day of _____ 20____ between Star Communications and _____.

Thank you for choosing Star Communications. Allowing Star Communications to install its services indicates your acceptance of these terms and, accordingly they will be legally binding to you upon Star Communication's acceptance of your application by providing services to you. Star Communications shall have no legal obligation unless and until they accept the application.

EQUIPMENT & INSTALLATION

I will receive a discount bundle, High-Speed Internet, Voice and/or Digital TV installation from Star Communications in return for keeping this service for the minimum time as indicated above. Return of all equipment belonging to Star Communications is required when terminating service. I understand that if I disconnect my service for any reason, I will be billed for all unreturned equipment, discounts and installation charges I received. I acknowledge that all equipment including modems, set top boxes, remote controls, surge protectors, Optical Network Terminal (ONT) etc. provided by Star is the property of Star Communications, unless I enter into a separate written agreement for equipment purchase and I make full payment of the stated price. I agree not to damage or misuse this equipment and to return all back to Star Communications when service is terminated, in the same condition as when installed, reasonable wear and tear accepted and in reusable condition, consistent with any requirement of law. Should equipment be destroyed, damaged or not returned, I understand I will be held accountable for the full cost of all Star Communications equipment. Star Communications shall not be responsible for damages to customer's equipment due to the installation process; nor, shall Star Communications be held liable for acts of God to the customer's equipment. All regulatory disconnect charges will be applied in addition to the contract termination liability charge. The regulatory charges are subject to change without notification.

STANDARD INSTALLATION:

The Standard installation cost for STARTV is approximately \$180.00 which includes a Video/DSL Modem; standard Video set top box, splitter, surge protector, wiring & Data jack.

The Standard installation cost for Luminous is approximately \$180.00 which includes an ONT and wiring.

NO TRANSFER:

No Service or Star Communications equipment may be transferred to another person without the prior written consent of Star Communications. Service may not be shared with any person not a part of Customer's immediate household or in Customer's office.

NO WARRANTIES:

Star Communications makes no warranties, express or implied, in this document or in any related agreement, including but not limited to any warranty regarding the merchantability, fitness for any particular purpose, design, conditions of, or quality of the material or workmanship of any service or equipment.

LIMITATION OF LIABILITY:

To the maximum extent permitted by law, Star Communications disclaims liability for any claim, loss, damage or expense of any kind or nature arising from or in any manner related to the provision of the Service procured by Customer, or to any equipment, including without limitation any liability caused directly or indirectly by:

- A. The inadequacy of the service or equipment to serve the customer's purposes.
- B. Any deficiency or defect in the service or equipment.
- C. The use or performance of the service or equipment.
- D. Any interruption or loss of service, except where a credit or deduction is provided for by law or regulation.
- E. Any loss of business, loss of profits or revenue, or any other consequential damages of any kind, whether or not resulting from any of the foregoing.

CERTAIN LOSS OF SERVICE DUE TO CUSTOMER:

Any loss of service availability caused by action or inaction by customer, or by defect or failure of customer's equipment, will not suspend the obligation to pay for service, and customer shall remain liable for all applicable charges.

TERMINATION AND PENALTIES:

Customer must submit 30 day written notification to Star Communications to terminate this contract prior to end of full term. Penalty for early termination of contract is as follows:

STAR INTERNET – Customer will be billed for fifty percent (50%) of the remaining Internet monthly tariffed rates and must return the modem to Star Communications or the modem will be billed to customer’s account at current market price.

STARTV – Customer will be billed for fifty percent (50%) of the remaining monthly rates for each month remaining on the contract, as well as any equipment not returned to Star Communications.

LUMINOUS VOICE – Customer will be billed for fifty percent (50%) of the remaining monthly rates for each month remaining on the contract.

LUMINOUS VIDEO – Customer will be billed for fifty percent (50%) of the remaining monthly rates for each month remaining on the contract, as well as any equipment not returned to Star Communications.

LUMINOUS DATA – Customer will be billed for fifty percent (50%) of the remaining monthly rates for each month remaining on the contract, as well as any equipment (modem) not returned to Star Communications.

BUNDLE SERVICE – Customer will be billed for fifty percent (50%) of the remaining Bundle Service Agreement contract, as well as any equipment not returned to Star Communications.

STAR TELEPHONE LONG DISTANCE:

The Unlimited Calling Plan is not intended for data, facsimile transmission, or calls that are not consistent with typical residential voice usage such as, but not limited to: general business purposes, auto-dialing, resale, call centers and telemarketing.

Additionally, usage not consistent with typical domestic residential voice usage occurs when monthly minutes of use total more than 115% of the total plan users’ monthly average. At this time the account will be reviewed and necessary action will be taken that may or may not result in removal from the service or bundle. All violators will be given one month to correct the issue at hand.

Service does not include multi-party conference calls, calls to 900, 986, 700 numbers, directory assistance, calling card, operator services, international calling or toll free calling.

Services are intended for Star Communications residential customers only. Customers must have Star Long Distance as their long distance carrier to receive the Unlimited Calling Plan.

Plan participants are at the discretion of the cooperative.

The Unlimited Calling Plan may not be combined with any other residence local or toll calling plan offering.

Customers may terminate their enrollment in this plan at any time upon completion of contract.

Unlimited calling is applicable within contiguous United States. National long distance plans will be billed accordingly.

Rates are subject to change.

Approximate monthly recurring rates under this agreement are \$_____ (Plus applicable tax).

STAR PURE BROADBAND & VIDEO

The PURE offering is to implement a new means of getting Broadband Services and IPTV Services (StarTV) to customers who no longer want/need a local telephone access line.

The PURE will require a \$10.00 Membership Fee.

Customer will be required to pay all taxes and surcharges (this is Federal and State Government mandated).

Inside Wire Maintenance will be optional. No other features will apply.

I acknowledge that I have received a copy of this application affiliated with Star Communications services. I also acknowledge that I may withdraw this application by notifying Star Communications at any time prior to Star Communications accepting the application and forming a contract by Star Communications providing services to me.

Customer Name (Print): _____

Customer Name (Signature): _____

Account Number: _____ Customer Telephone Number: _____

Alternate Telephone Number: _____

Date: _____ Service Representative: _____