



ACCEPTABLE USE POLICY

In order to provide all members with fair and equal use of the StarBand service and to enhance the Internet access experience by preventing unacceptable use, this Acceptable Use Policy ("AUP") has been created. This AUP governs use of the StarBand satellite-provided Internet access service (the "Service").

The Service is designed and engineered for periodic use of e-mail, newsgroups, file transfers, Internet chat, instant messaging, non real-time interactive games and browsing the World Wide Web. The Service does not support Voice over IP (VoIP), including, but not limited to Vonage, Skype, etc. It is your responsibility to ensure that your activity does not impose an unusually large burden on the StarBand network or otherwise negatively affect the integrity of the system. Your activity also must be respectful of, and must not have a negative impact on, the online experience of the rest of the StarBand member community.

The StarBand Nova series, including Nova Pro, Ultimate, 1000 and 1500 services, are intended for use with, bandwidth consumption by and support of a single personal computer connected directly to the StarBand satellite modem or with integrated modem cards (Rx/Tx) via the StarBand Hardware. StarBand call center support is limited to this primary single PC or to one router or wireless access point, and will not be extended to other computers should they be networked in such a way as to utilize the Internet access provided by StarBand. The sharing of Internet access by additional devices may result in slower speeds and unacceptably excessive bandwidth utilization. If other software or applications residing on a member's computer restrict or inhibit the ability of the StarBand software to function properly, the offending software must be removed prior to the member's seeking call center support.

To help ensure that all members have fair and equal use of the benefits of the Service and to protect the integrity of the Service, StarBand reserves the right, and will take necessary steps, to prevent improper or excessive consumption of bandwidth used to provide the Service. You should be aware that the networking of additional computers to access the Service may result in such excessive bandwidth consumption. The action that StarBand may take includes, but is not limited to, limiting any excessive throughput, discontinuing service via specific ports or communication protocols, and a complete discontinuation of service to the member with improper or excessive bandwidth consumption. This policy is effective and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) bandwidth consumption. Your on-line activity will be subject to the then-current bandwidth, data storage and other limitations of the Service, which StarBand may, from time to time, revise in its discretion and without providing advance written notice.

In choosing to use the Service, you agree that you will not initiate or participate in any of the following activities through or in connection with the Service, which constitute examples of improper use of the Service and therefore are prohibited. Engaging in one or more of these practices may result in suspension or termination of your access to and use of the Service. You may not:

1. Use the Service for illegal purposes or for the transmission of material that is known to be false, unlawful, harassing, libelous, defamatory, profane, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, sexually explicit, hateful or otherwise objectionable; to post material, non-public information about companies, without the authorization to do so; to post or transmit third-party copyrighted information or in any way infringe on the intellectual property, contractual, or fiduciary rights of others; for the transmission of junk mail or chain letters, or to distribute bugs, viruses or such other harmful elements; to post improper messages; or to violate the letter or spirit of the Member Agreement, which is available at here;
2. Post messages substantially similar in content to ten (10) or more news groups, forums, automated e-mail lists or other similar groups or lists (each a "List") or intentionally post to any List any content or information that violates or is otherwise inconsistent with the terms of use or other owner-published description of the group or List;
3. Send any spam, unsolicited mass distribution of e-mail or other solicitations, or otherwise unsolicited e-mail. Except as otherwise defined under applicable law, "unsolicited e-mail" does not include any message (i) addressed to an individual with whom the sender has a preexisting and ongoing business or personal relationship, (ii) received from a non-commercial organization or entity of which the individual is a pre-existing member or (iii) posted to a List that does not otherwise violate this policy;
4. Falsify member information provided to StarBand or to users of the Service in connection with use of the Service or impersonate someone else, including but not limited to either a StarBand employee or non-employee serving with StarBand's authorization as a chat moderator;
5. Engage in any of the foregoing activities by using the service of another provider, but channeling such activities through a StarBand account or using a StarBand account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the Service;
6. Use the Service for commercial purposes; resell, share, or otherwise distribute the Service or any portion thereof to any third party; or provide network services to others via the Service.

7. Improperly restrict, inhibit, or degrade any other member's use of the Service, or restrict, inhibit, disrupt, degrade or impede StarBand's ability to deliver the Service and monitor its delivery of the Service;
8. Install automated search and retrieve programs or similar automated and manual routines which generate excessive amounts of net traffic;
9. Engage in any activity that compromises or threatens StarBand's ability to provide the Service in a reasonable and efficient manner. Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, and multi-user interactive forums, and providing Internet access to others through a dial-up connection, multi-user interactive forums, or similar means;
10. Engage in any other activity which is in violation of law, or threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage, including but not limited to denial of service attacks, web page defacement, port and network scanning and unauthorized system penetrations.

StarBand reserves the right to implement technical mechanisms which block postings and messages which, in StarBand's sole discretion, violate this AUP before they are forwarded or otherwise sent to their intended recipients. StarBand also reserves the right to take such action as may be necessary to protect the integrity of the system, including, but not limited to, regular system monitoring, as well as port scanning and shutting down of ports affected by viruses, worms or other malicious code.

Nothing contained in this policy shall be construed to limit StarBand's rights or remedies in any way with respect to any of the foregoing activities, and StarBand reserves the right to take any and all additional actions that it may deem appropriate with respect to such activities, including without limitation, investigating suspected violations of this AUP, taking action to recover the costs and expenses of identifying offenders and terminating their access to and use of the Service, and levying cancellation charges to cover StarBand's costs in the event of termination of access to the Service. In addition, StarBand reserves at all times all available rights and remedies with respect to such activities at law or in equity.

This AUP may be clarified or modified periodically. Any member who does not agree to abide by all of the terms of this AUP should not continue to use the Service.

If you would like to report any activity you believe to be a violation of this AUP, please direct such information to StarBand's Abuse Department, at abuse@starband.com.