

STAR2STAR COMMUNICATIONS, LLC - CPNI POLICY

Star2Star Communications, LLC (collectively with any affiliated entities, “**Star2Star**”) acknowledges the right of its end-user customer and its duty to protect Customer Proprietary Network Information, also known as “**CPNI**,” under federal law. Star2Star is committed to protecting CPNI through compliance with this Policy. This CPNI Policy sets forth how Star2Star collects and uses information from end-user customers (hereinafter “**Subscribers**”) who use any Star2Star products, hardware, software and/or any Star2Star web portal (hereinafter collectively referred to as the “**Products and Services**”).

Star2Star will collect information as part of the provision of or in connection with a Subscriber’s use of the Products and Services. Star2Star will obey all laws and regulations of the United States of America applicable to its use and disclosure of such collected information. Definitions for any capitalized terms found throughout this CPNI Policy can be found in Section 2.

1. FREQUENTLY ASKED QUESTIONS

a. What is CPNI?

Customer Proprietary Network Information (CPNI) is information created by virtue of a Subscriber’s relationship with Star2Star as its provider of Telecommunications Service. This information includes (a) services purchased, (b) usage (including call usage detail, specific calls made and received), (c) related local and toll billing information, and (d) the type, destination, technical configuration, and location of use of purchased services.

b. How does Star2Star use CPNI?

Star2Star uses CPNI (a) to determine the type of services a Subscriber may need; (b) to provide the requested services; (c) to bill for the provided services; (d) in cooperation with law enforcement or other legal process; and (e) to protect itself and its network from fraud and other improper uses of the Products and Services. Star2Star shares CPNI with the Account Representative that signed the Subscriber to a Star2Star contract or to which a Subscriber was subsequently assigned by Star2Star under the conditions set forth in Sections 3 and 4 below. The Account Representative is not an employee of Star2Star or Affiliate, but a third party independent business that provides sales and technical support assistance with the Star2Star system.

c. Does Star2Star need consent to use CPNI?

For most activities that Star2Star uses CPNI, i.e., the regular activities of conducting business (such as those described in Section 3 below), Star2Star is not required to obtain Subscriber consent. However, Star2Star may wish to share CPNI with Affiliates and/or agent companies in order to develop better products and services or to offer Subscribers a full range of communications-related products and services that Star2Star may not currently offer. If Star2Star intends to share CPNI for these purposes, Star2Star will obtain a Subscriber’s consent, either via Opt-out or Opt-in Approval. A Subscriber may also compel Star2Star to disclose CPNI to any person upon affirmative written request by the Subscriber.

d. How does a Subscriber give consent to share CPNI?

Different kinds of consent are required, depending on the reason Star2Star wants to disclose CPNI. For certain purposes described in Section 4(b) below, Star2Star relies on Opt-out Approval, meaning that Subscriber's consent is deemed given unless and until further withdrawn. Subscriber may opt-out at any time by giving notice to Star2Star of the opt-out election. For all other purposes where Opt-in Approval is required, Star2Star will provide Subscribers with notice in advance of Star2Star's intended disclosure of CPNI and how to opt-in. A Subscriber's approval or denial of approval for the use of CPNI outside of the service to which the Subscriber already subscribes from Star2Star is valid until the Subscriber affirmatively revokes or limits such approval or denial.

e. Can I change my mind about giving consent?

Yes, a Subscriber can withdraw previously given permission (whether through Opt-out or Opt-in Approval) at any time by notifying Star2Star at ordermanagement@star2star.com or via mail to Star2Star at 600 Tallevast Road, Suite 202, Sarasota, FL 34243, Attention Order Management.

f. Are Services affected if I decide not to provide or I later withdraw my consent?

The decision to disallow the sharing of CPNI, at any time, does not affect a Subscriber's use of the Products and Services received from Star2Star.

2. DEFINITIONS

Any capitalized terms used in this CPNI Policy that are not otherwise defined herein shall have that meaning given to them in 47 CFR § 64.2003. These definitions are subject to change.

a. Account Information is information that is specifically connected to a Subscriber's service relationship with Star2Star, including such things as an account number or any component thereof, the telephone number associated with the account, or the amount of any invoice.

b. Account Representative is any person, distributor, service provider, affinity or membership group, or similar organization who has a contractual relationship with Star2Star who is qualified, at Star2Star's discretion, to sell, install, and/or maintain the Products and Services. Account Representatives are not Affiliates of Star2Star.

c. Address of Record, whether postal or electronic, is an address that Star2Star has associated with a Subscriber's account.

d. Affiliate means a person/entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person/entity. For purposes of this definition, the term "own" means to have an equity interest (or the equivalent thereof) of more than 10 percent.

e. Call Detail Information is any information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location, or duration

of the call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of the call.

f. Communications-Related Services means telecommunications services such as the services provided by Star2Star, information services typically provided by telecommunications carriers, and services related to the provision or maintenance of Customer Premises Equipment.

g. Customer Proprietary Network Information (“CPNI”) is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of Star2Star telecommunications service subscribed to by a Subscriber, and that is made available to Star2Star solely by virtue of the Star2Star-Subscriber relationship; and information contained in the invoices pertaining to telephone exchange service or telephone toll service received by a Subscriber. CPNI does not include Subscriber List Information such as telephone number, name, and address.

h. Customer Premises Equipment (“CPE”) means equipment employed on the premises of a Subscriber to originate, route, or terminate telecommunications.

i. Information Services Typically Provided by Telecommunications Carriers means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a Telecommunications Service.

j. Interconnected VoIP Service is a service that: (a) Enables real-time, two-way voice communications; (b) Requires a broadband connection from the user's location; (c) Requires Internet protocol-compatible CPE; and (d) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

k. Opt-In Approval refers to a method for obtaining Subscriber consent to use, disclose, or permit access to the Subscriber's CPNI (when required by the regulations). This approval method requires that Star2Star obtain from the Subscriber affirmative, express consent allowing the requested CPNI usage, disclosure, or access after the Subscriber is provided appropriate notification of Star2Star's request consistent with the regulations.

l. Opt-Out Approval refers to a method for obtaining Subscriber consent to use, disclose, or permit access to the Subscriber's CPNI (when required by the regulations). Under this approval method, a Subscriber is deemed to have consented to the use, disclosure, or access to the Subscriber's CPNI if the Subscriber has failed to object thereto within thirty (30) days after the Subscriber is provided appropriate notification by Star2Star and an opportunity to opt-out, consistent with the regulations.

m. Readily Available Biographical Information is information drawn from the Subscriber's life history and includes such things as the social security number of an employee of the Subscriber, or the last four digits of that number; mother's maiden name; home address; or date of birth.

n. Subscriber is a person or entity to which Star2Star is currently providing its Products and Services.

o. Subscriber List Information means any information identifying the listed names of Subscribers and such Subscribers' telephone numbers, addresses, or primary advertising classifications as defined in 47 C.F.R. § 64.2345 (if Star2Star is required to assign such classification by a tariff or state requirement at the time of the establishment of the Products and Services), or any combination of such listed names, numbers, addresses, or classifications that Star2Star or an Affiliate has published, caused to be published, or accepted for publication in any directory format, electronic or otherwise.

p. Telecommunications Carrier or Carrier shall be synonymous with, and refer to, Star2Star for the purposes of this CPNI Policy.

q. Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. For purposes of this CPNI Policy, the term also includes Interconnected VoIP Service.

r. Telephone Number of Record is the telephone number associated with the underlying Telecommunication Service, not the telephone number supplied as a Subscriber's "contact information."

3. STAR2STAR'S USE OF CPNI WITHOUT SUSCRIBER'S CONSENT

a. Star2Star may use, disclose, or permit access to CPNI without Subscriber approval for the following purposes:

1) for providing or marketing service offerings among the categories of service to which the Subscriber already subscribes from Star2Star. If a Subscriber subscribes to more than one category of service offered by Star2Star, Star2Star is permitted to share CPNI among Star2Star's Affiliates that provide service offering(s) to the Subscriber;

2) for the provisioning of CPE, call answering, voice mail or messaging, voice storage and retrieval services, fax store and forward, and protocol conversion between devices;

3) for the installation and provision of inside wiring, maintenance of the Products and Services, and repair services;

4) to market services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller I.D., call forwarding, and certain Centrex features;

5) to protect the rights or property of Star2Star, or to protect users of the Products and Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to the Products and Services; and

6) to allow Account Representatives to provide support services to Subscribers.

b. Star2Star will not use, disclose, or permit access to CPNI without Subscriber approval as described below in Section 4 for other purposes including:

1) to market to a Subscriber service offerings that are within a category of service to which the Subscriber does not already subscribe from Star2Star; or

2) to identify or track Subscribers that call competing service providers.

4. STAR2STAR'S USE OF CPNI SUBJECT TO SUBSCRIBER'S CONSENT

a. As described above in Section 3, Star2Star may, in its regular activities of conducting business, use Subscriber's individually identifiable CPNI without Subscriber's prior approval.

b. Star2Star may also use and disclose Subscriber's individually identifiable CPNI based on Subscriber's Opt-out Approval for certain specific purposes. Until a Subscriber opts-out, Star2Star may use and disclose Subscriber's CPNI for the limited purposes of:

1) marketing Communications-Related Services to that Subscriber;

2) marketing Communications-Related Services to that Subscriber through Star2Star Affiliates that provide such services; and

3) permitting such persons or entities to obtain access to CPNI for the purposes stated in 4(b)2.

c. Star2Star may use Subscriber's individually identifiable CPNI based on Subscriber's Opt-In Approval for any other purposes. In particular, subject to Subscriber's Opt-in Approval, Star2Star may share Subscriber's individually identifiable CPNI with its Account Representative for the purposes listed in Section 3(a) above including for marketing purposes.

d. A Subscriber has the right to deny or withdraw its consent to Star2Star's use of CPNI as stated in this Section 4 at any time.

5. SUBSCRIBER NOTICE

a. Opt-out Approval. If Subscriber decides to opt-out, Subscriber's authorized representative must provide notice either electronically (by emailing ordermanagement@star2star.com or by responding to Star2Star's email notification containing the CPNI notice) or by mail to Star2Star Communications, LLC, 600 Tallevast Road, Suite 202, Sarasota, FL 34243. Notice to opt-out provided by oral communication is not effective and will not be honored.

b. Opt-in Approval. Subscriber must affirmatively and expressly consent to allow usage, disclosure, or access to Subscriber's CPNI when Opt-In Consent is required to be obtained. Opt-in Approval may be obtained orally from the Subscriber. If Subscriber decides to opt-in, Subscriber may provide notice by (a) electronically by emailing ordermanagement@star2star.com, or (b) by mail

sent to Star2Star Communications, LLC at 600 Tallevast Road, Suite 202, Sarasota, FL 34243. Records of Opt-In Approvals will be maintained by Star2Star for at least one (1) year.

6. ONE-TIME USE APPROVAL

Regardless of whether Opt-Out or Opt-In Approval is required, a Subscriber may grant one-time approval for use, disclosure or access to CPNI for the duration of a one-time, telephone communication where the caller is authenticated and verified using Star2Star's established authentication method. One-time use approval may be obtained orally from the Subscriber.

7. STAR2STAR'S SAFEGUARDS ON THE USE AND DISCLOSURE OF CPNI

Star2Star takes reasonable measures to discover and protect against unauthorized attempts or access to, use, or disclosure of Subscriber CPNI. Star2Star has invested and deployed a variety of technology and security features to ensure the privacy of information on its network. In addition, Star2Star has implemented operational guidelines to ensure customer privacy at every level of its organization. Star2Star will continue to revise its policies and implement additional security features as new technologies become available. However, no system or service can give a 100% guaranty of security, especially a service that relies upon the public Internet. Therefore, the Subscriber acknowledges the risk that third parties may attempt to or gain unauthorized access to the Subscriber's information, including CPNI, when using Star2Star Products and Services.

8. SUBSCRIBER ACCESS TO CPNI

a. Subject to certain security requirements, Star2Star will do its best to honor a Subscriber's requests for CPNI or Account Information, including for example, a request for name, address, company, or billing information. As part of this process, Star2Star authenticates a Subscriber prior to disclosing this type of information. The authentication is based on Subscriber-initiated telephone contact, online account access and/or Star2Star portal access.

b. Telephone access. Star2Star will only disclose Call Detail Information by sending it to the Subscriber's Address of Record, or by calling the Subscriber at the Telephone Number of Record. However, if the Subscriber is able to provide specific Call Detail Information or its password (not Readily Available Biographical Information or Account Information) to Star2Star during a Subscriber-initiated call, without Star2Star's assistance, then Star2Star is permitted to discuss that Call Detail Information provided by the Subscriber.

c. Online access. Star2Star will authenticate a Subscriber without the use of Readily Available Biographical Information or Account Information, prior to allowing the Subscriber online access to CPNI related to the Subscriber's account. Once authenticated, the Subscriber may only obtain online access to CPNI related to its account through a password that is not prompted by Star2Star asking for Readily Available Biographical Information or Account Information. Star2Star may create a back-up Subscriber authentication method in the event of a lost or forgotten password, but such back-up authentication method will not prompt the requesting Subscriber for Readily Available Biographical Information or Account Information.

9. BUSINESS CUSTOMER EXEMPTION

As Star2Star has only business customers, Star2Star and Subscribers may agree, under 47 CFR § 64.2010(g), to an authentication regime other than those designated by the FCC specifically for residential customers, under the specific terms of the Subscription Agreement and its Related Documents which are applicable between Star2Star and each Subscriber.

10. NOTIFICATION OF ACCOUNT CHANGES

Star2Star will notify a Subscriber immediately whenever a password, Subscriber response to a back-up means of authentication for lost or forgotten passwords, online account, or Address of Record is created or changed by Star2Star. No such notification will be sent by Star2Star in the event the change is initiated by a Subscriber or the Subscriber's Account Representative. This notification is not required when the Subscriber initiates service, including the assignment of a password at service initiation. This notification may be through a Star2Star-originated email, voicemail or text message to the Telephone Number of Record, or by mail to the Address of Record, and will not reveal the changed information or any new Account Information.

11. NOTIFICATION OF SECURITY BREACHES

Star2Star will notify law enforcement of a breach of its Subscribers' CPNI, but will not notify its Subscribers or disclose the breach publicly until it has completed the process of notifying law enforcement or otherwise as required by law. Following the federal regulations contained in 47 CFR § 64.2011, Star2Star is not permitted to notify Subscribers or disclose the breach to the public until seven (7) full business days have passed after notification to the United States Secret Service and the Federal Bureau of Investigation, except when Star2Star believes that there is an extraordinarily urgent need to notify affected Subscribers sooner in order to avoid immediate and irreparable harm. In such case, Star2Star will cooperate with the relevant investigating agency's request to minimize any adverse effects of such customer notification. If the relevant investigating agency determines that public disclosure or notice to Subscribers would impede or compromise an ongoing or potential criminal investigation or national security, then such agency may direct Star2Star not to so disclose or notify affected Subscribers for an initial period of up to thirty (30) days. Such period may be extended by the agency as reasonably necessary in the judgment of the agency.

12. CHANGES TO CPNI POLICY

Star2Star reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of this CPNI Policy at any time. If Star2Star makes material changes to how Star2Star treats CPNI, Star2Star will notify its Subscribers (a) by email to the primary email address specified in the Subscriber's account, (b) through a notice on Star2Star's website home page, or (c) by another method designed to provide notice of the material change. Subscribers are responsible for ensuring Star2Star has an up-to-date, active, and deliverable email address for the Subscriber. Every Subscriber should review this CPNI Policy regularly for changes, and can determine if changes have been made by checking the effective date set forth below. Continued use of the Products and Services following the posting of any changes to this CPNI Policy shall conclusively be deemed acceptance of such changes.

13. CONTACT INFORMATION

In the event you have questions regarding this CPNI Policy, the practices of Star2Star, or the use of CPNI by Star2Star, please contact Star2Star at legal@star2star.com or the physical address below:

Star2Star Communications, LLC
Attn: Legal Department
600 Tallevast Road, Suite 202
Sarasota, FL 34243

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