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August 13, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Petition of Connect Everyone LLC, a wholly owned subsidiary of Starry, Inc. For Designation as an Eligible Telecommunications Carrier
Docket No. P-2021-3023915

Dear Secretary Chiavetta:

Enclosed please find the verified responses of Connect Everyone LLC, a wholly owned subsidiary of Starry, Inc. (“Starry”) to the Set IV Data Requests issued in the above-captioned matter.

Should you have any questions, please feel free to contact me.

Best Regards,

STEVENS & LEE



Michael A. Gruin

Enclosure

Bureau of Consumer Services (BCS) – Fourth Data Request
Connect Everyone LLC, subsidiary of Starry, Inc. - Docket No. P-2021-3023915
Petition for Designation as an Eligible Telecommunications Carrier (ETC)
Under [52 Pa. Code § 69.2501](#) and [PA Title 66 Chapter 30](#)

1. In response to the first data request #5 and #16 as supplemented 6/06/2021, Connect Everyone's *Internet Customer Agreement and Terms of Use* describe prepaid billing and payment terms (the company does not "extend credit to our customers").

- When and how is the cost of unreturned equipment disclosed?

RESPONSE:

Although our Internet Customer Agreement and Terms of Use reserve the right to do so, currently, we do not charge customers for the cost of any equipment that they do not return upon termination of service.

- What billing and payment provisions are made for subscribers who do not have a credit card or bank-type account?

RESPONSE:

To subscribe to our services, customers are required to use a credit or debit card. However, we do accept pre-paid credit/debit cards.

- If Connect Everyone's terms of service for standalone voice service will differ from broadband service, please provide a draft of terms of service for voice service.

RESPONSE:

We will maintain separate, different, terms of service for our standalone voice service and broadband service to help decrease the complexity of each. A draft of the terms of service for residential Starry Voice service is attached hereto. As we are continuing to finalize the agreement with our managed interconnected VoIP services provider, the terms of service ultimately provided to customers may change.

2. Please confirm that Lifeline subscribers will have access to 911/E911 emergency service if their voice service account is suspended but prior to disconnection?

RESPONSE:

Lifeline subscribers to our Starry Voice service will be able to continue to place 911 calls and access 911/E911 emergency service if their voice service account is suspended prior to disconnection of the service.

3. Provide a draft copy of the intended 911/E911 limitations disclosure that is provided to each subscriber prior to initiation of service that describes the circumstance in which access to 911/E911 emergency service may be limited or unavailable? 47 CFR § 9.11(b)(5).

RESPONSE:

The following draft disclosure and acknowledgement regarding 911/E911 limitations will be provided at the point of sale. As we are continuing to finalize the agreement with our managed interconnected VoIP services provider, the terms of service ultimately provided to customers, including the 911/E911 disclosure and acknowledgement may change from this version.

Starry Voice includes 911/Enhanced 911 (E911) functionality that may differ from, and in some ways be more limited than, the 911/E911 functionality furnished by other providers. E911 allows emergency response centers to automatically receive your telephone number and address when you place a 911 call. The 911/E911 functionality of Starry Voice has certain requirements in order to operate, and is subject to certain limitations.

- In order for your 911/E911 calls to be properly directed to emergency services, Starry must have your correct Premises address. If you move Equipment to a different address without Starry's approval, 911/E911 calls may be directed to the wrong emergency response center, may transmit the wrong address, and/or Starry Voice (including 911/E911) may fail altogether. Therefore, you must contact us before you move Starry Voice to a new address.
- During the first several days after initiating service or advising us of an address change, if you dial 911, you must relay the new service address to the emergency operator to ensure emergency services are dispatched to your new service address.
- In some locations, dependent on the equipment and facilities of the local governments, E-911 service may not yet be available. In such cases, regular 911 service will be available and you will always need to convey the 911 service location information to the emergency operator.
- Starry Voice uses the electrical power on your Premises. If there is an electrical power outage, 911/E911 calling may be interrupted if a battery backup for the Equipment is not installed, fails, or is exhausted after several hours. Calls, including calls to 911/E911, may not be completed if there is a disruption to the network or another technical problem. You are responsible for providing both the electrical power necessary for Voice Service to function and any back-up power source.
- You also may not be able to use Starry Voice under certain circumstances including, but not limited to, the interruption of your Internet connection, or if our communications network or facilities are disrupted or are not operating.

You acknowledge and accept any limitations of 911/E911 and agree to notify all persons who may place calls over who use Starry Voice through your account of these limitations. You agree that the Equipment and Starry Voice will only be used at the Premises. If you move the Equipment to another location without notifying us, you do so in violation of this Agreement and at your own risk. You understand and acknowledge that Starry Voice, including 911/E911, will be disabled if your account is terminated. If you have any questions about 911/E911, contact customer care as described below.

4. Please confirm that Connect Everyone's 911/E911 warning label or limitations disclosure will be available in language other than English? Make available a paper copy to standalone voice customers who want it.

RESPONSE:

We will offer our 911/E911 limitations disclosures in English and Spanish. Additionally, Starry has contracts with third-party vendors to provide translation services, and as we build out our network, we will assess whether we should also provide these disclosures in other languages; for example, to serve the residents of a community that predominantly speaks a language other than English or Spanish.

5. Please provide a draft copy of a backup power disclosure which offers the options for backup power at the premises for voice service at the point of sale? 47 CFR § 9.20. Make available a paper copy to standalone voice customers who want it.

RESPONSE

The following draft backup power disclosure will be included in our Starry Voice residential terms of service, which will be provided to subscribers at the point of sale. As we are continuing to finalize the agreement with our managed interconnected VoIP services provider, the terms of service ultimately provided to customers may change from this version.

Starry uses an Analog Telephone Adapter (ATA) that requires electrical power to provide you with Starry Voice. The ATA and network equipment to which it connects both require a commercially available uninterruptible power supply (UPS) battery backup that supplies at least 60 watts or a power generator in order to function in the event of a power outage.

Any powered phone equipment (cordless base stations, digital phones) will need to be powered by a UPS or power generator during a power outage.

You can purchase a UPS from a retailer such as [Amazon](#) that provides backup power for a range of time frames, including 8 hours and 24 hours. You can request that an installer install your UPS during installation of Starry Voice. The amount of runtime that your Equipment can expect to be powered during a power outage is dependent on a variety of factors including the runtime capacity of the UPS/generator and total load (power draw) of the connected equipment. You can maximize your ability to make necessary calls during a power outage by not making unnecessary calls or by limiting the duration of any calls you make or receive.

You are responsible for monitoring the status of the backup battery and for ensuring that the battery is charging normally. You are also responsible for providing and installing batteries for your cordless telephone and other telecommunications devices to ensure that they operate during a power outage.

Starry Voice uses the electrical power of your Premises. You shall: furnish such power which shall be suitable for the purpose; provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe condition, and allow Starry access to the power supply, if necessary.

6. Will unlimited nationwide calling be the contiguous 48 states of 50 states plus territories?

RESPONSE:

While we are still finalizing terms with our managed interconnected VoIP service provider, the unlimited nationwide calling option that we plan to offer will include all 50 states and Puerto Rico.

7. What calling features will be included with voice service at no additional charge, e.g., voicemail, caller I.D.?

RESPONSE:

The basic residential voice service offered will include at least the following calling features at no additional charge:

- 911, 411, and 711 calling,
- Call waiting,
- Call holding,
- Call screening options,
- Caller I.D.,
- Call handling features, including call forwarding,
- Multilingual telephone interface and voicemail access, and
- Voicemail

VERIFICATION

I, Brian Regan, holding the position of Senior Vice President, Strategy & Chief of Staff, with Starry, Inc., verify that the information provided in the foregoing responses to data requests is true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.

/s/ Brian Regan

Name: Brian Regan

Title: SVP, Strategy & Chief of Staff

Date: August 13, 2021

Starry Residential Voice Services Agreement and Terms of Use

SAMPLE MOCK UP - NOT FOR DISTRIBUTION

Last updated: August 12, 2021

This Starry Residential Voice Services Agreement and Terms of Use (Agreement) sets out the terms and conditions on which we will provide you our local, long distance, and/or international calling voice service (Starry Voice). For the purposes of this Agreement, "you" means the subscriber to Starry Voice, and "we" or "us" means Starry, Inc or Connect Everyone LLC dba Starry, which is a wholly-owned subsidiary of Starry, Inc. (collectively Starry) that provides service in some states.

This Agreement is an agreement between you and Starry regarding your subscription to Starry Voice and the use of any equipment provided by us to you for the purpose of providing Starry Voice, including an Analog Telephone Adaptor (ATA) that is used to communicate with our network (the Equipment). Starry Voice does not include any websites controlled by Starry, including Starry.com. Those websites have their own terms of service and policies that are accessible [here](#).

By signing up to receive Starry Voice, and in using Starry Voice, you agree to abide by this Agreement. This Agreement also incorporates and includes our [Privacy Notice](#), [SMS/Text Terms and Conditions](#), and the [End User License Agreement](#) for the software included with the Starry router (together with this Agreement, the Customer Agreements).

In the future, we may change our prices, the Starry Voice service, and/or the Customer Agreements. We will notify you of material adverse changes by e-mail to the e-mail address you provide, by posting notice online at Starry.com, by a mailing to your billing address, or by a text or phone call to the telephone number provided by you to us. Your continued use of Starry Voice after notice of any change will be considered your acknowledgement and acceptance of the change. The most current versions of the Customer Agreements are posted at <https://starry.com/legal>.

PLEASE BE AWARE THAT THIS AGREEMENT INCLUDES A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

We will provide the Starry Voice service and customer care to you during the period of time that you are a customer.

Your subscription to Starry Voice begins on the day we install and activate the service at your property at which Starry Voice and/or Equipment will be provided (the Premises)

and continues until Starry Voice is terminated, as described below. We refer to the period of time that you receive Starry Voice as the "Service Term."

During the Service Term, you get installation of Starry Voice, the Equipment, on-going use of Starry Voice itself, and tech support for your personal use of Starry Voice. A high speed internet connection is required in order to use Starry Voice, which Starry will provide as part of your service. The Internet connectivity Starry provides will be limited to the use of your Starry Voice service unless and until you also subscribe to Starry Internet. Starry does not provide a handset.

Starry may be providing Starry Voice as part of a market trial. Starry Voice may be changed or cancelled as part of this trial at any time and without notice, including for reasons outside of Starry's control, as explained below.

Starry Voice comes with certain calling options and features.

Starry Voice includes local and/or long distance calling at a flat monthly recurring rate within all fifty of the states in the United States and to Canada and Puerto Rico and the calling features described in your calling plan. A detailed list of features and calling plans may be found [add website when available]. Where available, direct dialed calls outside of the United States and Puerto Rico are available subject to per-minute charges through our Starry Voice international calling plan(s). If you elect to have an international calling plan, you will be charged for direct-dial international calls in addition to the flat monthly recurring rate that you pay for Starry Voice.

Starry Voice does not support casual/dial around (10-10) calling; 976 or 900 number calling; and may not support 311, 511, or other N11 calling (other than 411, 611, 711, and 911) in one or more service areas.

Starry is not responsible, and shall have no liability, for any communications or miscommunications between you or the users the Starry Voice service provided on your account and other parties (including operator-assisted, 911 and E-911 calls).

Starry Voice's 911/E911 functionality may be different from the 911/E911 functionality furnished by other providers, and may have certain limitations.

Starry Voice includes 911/Enhanced 911 (E911) functionality that may differ from, and in some ways be more limited than, the 911/E911 functionality furnished by other providers. E911 allows emergency response centers to automatically receive your telephone number and address when you place a 911 call. The 911/E911 functionality of Starry Voice has certain requirements in order to operate, and is subject to certain limitations.

- In order for your 911/E911 calls to be properly directed to emergency services, Starry must have your correct Premises address. If you move Equipment to a different address without Starry's approval, 911/E911 calls may be directed to the

wrong emergency response center, may transmit the wrong address, and/or Starry Voice (including 911/E911) may fail altogether. Therefore, you must contact us before you move Starry Voice to a new address.

- During the first several days after initiating service or advising us of an address change, if you dial 911, you must relay the new service address to the emergency operator to ensure emergency services are dispatched to your new service address.
- In some locations, dependent on the equipment and facilities of the local governments, E-911 service may not yet be available. In such cases, regular 911 service will be available and you will always need to convey the 911 service location information to the emergency operator.
- Starry Voice uses the electrical power on your Premises. If there is an electrical power outage, 911/E911 calling may be interrupted if a battery backup for the Equipment is not installed, fails, or is exhausted after several hours. Calls, including calls to 911/E911, may not be completed if there is a disruption to the network or another technical problem. You are responsible for providing both the electrical power necessary for Voice Service to function and any back-up power source.
- You also may not be able to use Starry Voice under certain circumstances including, but not limited to, the interruption of your Internet connection, or if our communications network or facilities are disrupted or are not operating.

You acknowledge and accept any limitations of 911/E911 and agree to notify all persons who may place calls over who use Starry Voice through your account of these limitations. You agree that the Equipment and Starry Voice will only be used at the Premises. If you move the Equipment to another location without notifying us, you do so in violation of this Agreement and at your own risk. You understand and acknowledge that Starry Voice, including 911/E911, will be disabled if your account is terminated. If you have any questions about 911/E911, contact customer care as described below.

We will provide the Equipment, including an ATA, for your use with Starry Voice.

Starry Voice includes your use of the Equipment, which must be used to access the service and is subject to the Starry [End User License Agreement](#). The Equipment will be provided to you upon installation of Starry Voice. The Equipment must be maintained and returned in the state in which it was provided to you. You bear the risk of loss, theft, destruction, or damage to the Equipment from any cause, regardless of whether or not the Equipment is covered by our insurance. No loss of or damage to the Equipment or any part of the Equipment relieves you of any of your obligations under this Agreement.

The Equipment must be returned upon termination of this Agreement. If, for any reason, you fail to return the Equipment to us upon the termination of Starry Voice, you agree that Starry may charge your credit card for the cost of the Equipment. An exception to

this return policy is when the Equipment is also supporting Starry Internet service, in which case you may be required to return only your ATA and may continue to use the other Equipment until such time as Internet is no longer provided.

We can help you to install a backup power solution if you want one.

Starry uses an Analog Telephone Adapter (ATA) that requires electrical power to provide you with Starry Voice. The ATA and network equipment to which it connects both require a commercially available uninterruptible power supply (UPS) battery backup that supplies at least 60 watts or a power generator in order to function in the event of a power outage. Any powered phone equipment (cordless base stations, digital phones) will need to be powered by a UPS or power generator during a power outage.

You can purchase a UPS from a retailer such as [Amazon](#) that provides backup power for a range of time frames, including 8 hours and 24 hours. You can request that an installer install your UPS during installation of Starry Voice. The amount of runtime that your Equipment can expect to be powered during a power outage is dependent on a variety of factors including the runtime capacity of the UPS/generator and total load (power draw) of the connected equipment. You can maximize your ability to make necessary calls during a power outage by not making unnecessary calls or by limiting the duration of any calls you make or receive.

You are responsible for monitoring the status of the backup battery and for ensuring that the battery is charging normally. You are also responsible for providing and installing batteries for your cordless telephone and other telecommunications devices to ensure that they operate during a power outage.

Starry Voice uses the electrical power of your Premises. You shall: furnish such power which shall be suitable for the purpose; provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe condition, and allow Starry access to the power supply, if necessary.

We will give you a telephone number or you may transfer your existing telephone number.

The telephone number(s) we assign to you are portable and transferable with you at the same location; however, you have no property right in telephone number(s) or any other call number designations associated with the Starry Voice, and Starry may change such numbers as deemed necessary. The telephone numbers Starry Voice utilizes are assigned in accordance with applicable federal and state numbering rules.

By default, the phone numbers you get from us will not be listed by us in any telephone directories unless you elect to have your number published. However, any phone numbers you transfer from your prior phone company may remain listed.

Your outgoing Starry Voice calls must use an active, valid telephone number assigned to you. Use of invalid or unassigned telephone numbers is prohibited for outgoing calls. Starry will associate the name on your Starry Voice account to the telephone number displayed in association with the caller name lookup services (CNAM) provided as part of Starry Voice for all calls made from the telephone numbers on your account.

If you want to change the caller name associated with the CNAM, you understand and agree that the caller name you use shall: (1) not mislead or impersonate any person or company; (2) not contain false information; and (3) accurately represent the name of the person who subscribes to Starry Voice. Your caller name may not contain abusive, defamatory, vulgar, obscene, racist or employ any other language Starry deems objectionable; and (4) comply with all applicable laws, rules and regulations.

You are responsible for the use of Starry Voice and keeping your account information secure.

When you order Starry Voice, you will create an account. You must be of legal age to order Starry Voice and create an account. When you complete the sign-up process you accept this Agreement on behalf of all persons who use Starry Voice through your account. You are solely responsible for ensuring that all other users of Starry Voice through your account understand and comply with the terms and conditions of this Agreement.

Your account can be accessed through the username and password you provide, and it will contain important contact information where we will send you information about Starry Voice, including usage information, account payment information, and other important notices and communications. You are responsible for creating and maintaining a secure password. You must provide accurate, current, and complete information to Starry when you create your account, and you must keep this information up-to-date at all times.

You are responsible for keeping your account information secure. Do not permit or enable any use of your account or password by any person who is not a member of your household. You are responsible for the use of Starry Voice, whether by a member of your household or an unauthorized third-party.

Starry Voice is for your personal use and that of your guests at your Premises

You understand that Starry Voice is for personal, residential, and non-commercial purposes only. You agree that only you and your authorized guests at the Premises will use Starry Voice. You will not use the Equipment at any time at an address other than the Premises without Starry's prior written consent. You agree not to resell or permit another person to resell Starry Voice in whole or in part.

You will be liable for all authorized and unauthorized Starry Voice use at the Premises. You agree to notify us immediately during normal business hours if your Equipment has

been stolen or your Starry Voice service is being stolen or used without your authorization.

We will bill you monthly, and you agree to pay in full for Starry Voice.

You agree to pay us in advance in full for each month of Starry Voice service. You will make the first payment when we install and activate Starry Voice. We will then automatically charge you every following month until Starry Voice is terminated, as described below. You are also solely responsible for payment of all applicable charges for Starry Voice, even where calls are originated by fraudulent means either from your Premises or from one or more remote locations.

In the event that Starry Voice is initially provided to you on a promotional basis, including at no charge for a period of time agreed upon by you and Starry, then you agree to comply with the payment terms established in the promotional agreement, if any. An overview of additional terms and conditions associated with Starry's promotions can be accessed [here](#).

You must notify us of any disputed payments within 60 days of the charge appearing on your credit card statement, or such longer period of time as may be required by applicable law. After such date, you waive all disputes and claims for which you have not provided us notice.

Your obligation to pay for Starry Voice continues even if Starry Voice is unavailable or its quality is degraded, except in the case of certain service outages described below. Any late payments that you make will first be applied to offset amounts you owe to us.

If you fail to pay the full amount due for any charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect Starry Voice without a reduction in the amounts you owe us. In order to resume Starry Voice, we may require you to pay the past due charges in full together with any fees, charges, and assessments we have imposed, including any applicable reconnection fee.

We reserve the right to change the fee for Starry Voice or to add new fees at our discretion and at any time in accordance with this Agreement.

We may charge you fees, charges, and assessments for late or non-payment.

We do not extend credit to our customers. We may bill you fees, charges, and assessments related to late or non-payment for Starry Voice. These fees, charges, and assessments are liquidated damages intended to be a reasonable advance estimate of our costs resulting from your late or non-payment because we cannot know in advance the actual costs that we may incur as a result of your failure to pay.

If we incur collection or other legal costs as a result of non-payment, you agree to pay us for the total past due amount and the costs of collection. These costs include, but are

not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs upon judgment.

You authorize us to charge the credit or debit card number you provided for your monthly Starry Voice service.

When you provide a credit or debit card number to us to pay for Starry Voice, you authorize us to charge that credit card or debit card for all amounts payable by you for ongoing charges until you notify us in writing that you are withdrawing this authorization or until you have paid all amounts you owe us under this Agreement. If we do not receive payment from your card issuer or its agents, you agree to pay all amounts due upon demand.

We may charge fees for all debit, bank card, or credit card charge-backs. If you would like to know the current charge-back fees we may charge, please contact us as described below. We reserve the right to change our charge-back fees.

Do not attempt to place an order or make a payment to us with an expired, false, or unauthorized credit or debit card. We reserve the right to terminate your account immediately without notice upon the rejection of any credit or debit card charges, or non-payment by your financial institution.

If we fail to provide Starry Voice to you, unless for reasons out of our control, you can get a refund.

We do our best to provide reliable Starry Voice service. However, sometimes things happen outside of our control. Unless otherwise required by law, if there is a complete failure of Starry Voice for 24 consecutive hours or more, excluding any interruption that is scheduled or due to a power outage, inclement weather, or any other 'Force Majeure' event, as such term is defined below, you are entitled, upon request, as your sole and exclusive remedy, to a prorated credit of monthly recurring charges for affected Starry Voice service for the period that such failure continues beyond 24 hours. Unless otherwise specifically provided by law, you must request credit for Starry Voice service interruptions within 30 days.

We have a team of professional installers who will install Starry Voice in your home.

In order to install Starry Voice, we must have access to your home. You agree to allow us – including our employees, agents, and contractors – to enter your Premises as necessary at a time agreeable to you and us to install, configure, maintain, inspect, repair and replace, and, upon termination, remove Starry Voice and any Equipment.

You warrant that you have the authority to grant us access to the Premises. Starry and its agents will be respectful of your Premises and try our best to not cause any cosmetic

or other damages to the property. We will handle repairs to your Premises to the extent that the damages are attributable to our negligently performed work.

You must notify us with any claim for damages to your Premises within 30 days of the occurrence of the damages.

As a customer of Starry Voice, you agree to the terms of use listed below.

You agree not to use or permit any other person to use Starry Voice, directly or indirectly, for any purpose that is unlawful, tortious, abusive, or otherwise breaches the terms of this Agreement, including, but not limited to:

- circumventing, disabling or otherwise interfering with security-related features of Starry Voice or Equipment;
- interfering with or impairing Starry Voice service over any Starry facilities and Equipment, or impairing the privacy of any communications over such facilities and Equipment.
- using Starry Voice for auto-dialing, continuous or extensive conferencing or call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in usage inconsistent with normal residential calling patterns, which may be indicated by excessive consistent usage or lack of continuous dialogue activity, among other indicia;
- the removal, alteration, or obscuring of any copyright, trademark or other startup messages or proprietary notices from the Equipment or Starry Voice service;
- any activity or use of Starry Voice which violates system or network security or integrity are prohibited and may result in criminal and civil liability;
- modifying or tampering with any hardware, software, or configuration provided by Starry;
- reselling or otherwise redistributing Starry Voice; disrupting, degrading, or otherwise adversely affecting Starry's network, the Equipment, or other equipment owned by Starry or other Starry customers;
- Using Starry Voice in a manner that substantially affects our ability to provide service to our other customers.

You are responsible for any fraudulent or unauthorized use of Starry Voice that occurs through your account regardless of who is responsible for such usage. If we determine that you are engaging in abnormal or impermissible usage, we will use commercially reasonable efforts to inform you and provide you with the opportunity to correct the improper usage. If we give you the opportunity to correct your abnormal usage patterns and you fail to immediately conform to normal use, we may exercise our right to transfer your service to a more appropriate plan, or suspend or terminate your service.

Starry may block calls if, in our sole discretion, we deem it reasonably necessary to prevent unlawful or fraudulent use of Starry Voice, including calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law.

You may not use Starry Voice for any life safety devices or systems, except the 911/E911 functionality we provide to you.

We do not represent that our service is fail-safe. Except for the 911/E911 functionality provided with Starry Voice, you agree not to use Starry Voice or the Equipment in connection with, or to provide access to the Internet for, life-safety, fire, or emergency communication devices or systems requiring fail-safe performance or in which a delay or interruption in Starry Voice service(s) could lead to severe injury to business, persons, property, or environment (collectively, Life Safety Devices and Systems). Life Safety Devices and Systems include audible and visual signals (e.g., bells, horns, speakers, and strobes); automatic detectors for fire protection and other life safety hazards (e.g., heat, smoke, flame, gas, and biohazards); paging systems and devices, including coded sound and visual type; smoke, carbon monoxide, and combination alarms; access control systems; elevator monitor status systems and elevator VoIP call systems; first responder interface systems; and mass notification systems.

You agree that Starry will not be liable to you for any failure of Life Safety Devices and Systems in the event Starry Voice is delayed or interrupted.

Either of us can terminate Starry Voice at any time.

You may cancel Starry Voice at any time by contacting customer care, through your user account online, or through the Starry Mobile App.

We reserve the right to cancel Starry Voice at any time for any reason not prohibited by law.

If Starry is providing Starry Voice as part of a market trial, Starry Voice may be changed or cancelled at any time and for any reason, including for reasons outside of Starry's control.

Upon termination of Starry Voice, you agree to (1) arrange for Starry (including a Starry employee, agent, or contractor) to collect the Equipment; or (2) to return the Equipment to us in accordance with the instructions below within 15 days of the date that Starry Voice is deactivated. An exception to this return policy is when the Equipment is also supporting Starry Internet service, in which case you may be required to return only your ATA and may continue to use the other Equipment until such time as Internet is no longer provided.

If you terminate your Starry Voice service, or we terminate your Starry Voice service for any reason other than nonpayment of amounts you owe to us under this Agreement, we

will reimburse you for the pro rata portion of any previously paid Starry Voice service fee attributable to any time period after the date Starry Voice was terminated. We will pay you this pro rata reimbursement at the time at which your service is terminated.

You may return the Equipment to us using the United States Post Office or any nationally recognized overnight carrier (for example FedEx or UPS) and sent 'Collect on Delivery' (C.O.D.) to:

*Starry c/o Omni Logistics
Attn: Eric Mora
2101 E St. Elmo
Suite #360
Austin TX, 78744*

If you fail to return or arrange for our collection of the Equipment, then you agree that we may charge your credit or debit card for the cost of the Equipment and, in that event, you are not obligated to return the Equipment to us.

If you participate in a promotion, including by using a promotional code, additional terms apply.

Starry may, in its sole discretion, create and offer promotional codes that may be redeemed for credit or other features or benefits related to Starry Voice (Promo Codes). Promo Codes are subject to the terms of this Agreement and any additional terms and conditions that Starry may establish on a per-Promo Code basis. Promo Codes do not have any cash value and cannot be redeemed for cash or cash equivalent. Promo Codes are not transferable and may not be traded, duplicated, sold, copied, modified, or transferred in any manner, including, without limitation, between accounts, unless expressly permitted by Starry.

Promo Codes cannot be applied retroactively for prior purchases and cannot be combined unless otherwise indicated. Starry may revoke, cancel, or disable a Promo Code and any related credits, features, or benefits at any time for any reason in its sole discretion without liability to you, including without limitation prior to your redemption or use of a Promo Code or any related credits, features, or benefits. Starry further reserves the right to terminate your account and/or withhold or deduct credits or other features or benefits obtained through the use of a Promo Code by you or any other user in the event that we determine or believe that your use or redemption of any Promo Code(s) was in error, fraudulent, illegal, or in violation of this Agreement or any specific terms and conditions applicable to the Promo Code(s).

More information on terms and conditions associated with Starry promotion can be accessed [here](#).

Qualifying customers may be eligible for participation in the Lifeline Service Program.

The Lifeline Service Program (Lifeline) is a federal universal service program that subsidizes access for qualified low-income consumers to eligible voice telephony and

broadband Internet access services by providing a discount on the qualified customer's monthly invoice. The federal discount amount provided to qualified and approved Lifeline subscribers will be the maximum amount authorized by the FCC.

Lifeline support is available on a per-household basis. Each household (inclusive of all the members therein) may only receive one benefit. A household is not permitted to receive Lifeline benefits from multiple providers. If you or a member of your household qualify to receive a Lifeline discount, upon application and acceptance, we will apply the Lifeline subsidy to the standalone voice service, standalone broadband services, or voice-broadband bundled service offering of your choice. The Lifeline discount may be applied to any of Starry's service offerings.

To qualify for Lifeline service, you must meet applicable eligibility requirements, as determined by applicable law. Eligibility requirements are program-based eligibility or income based eligibility. Information on how to determine if you are eligible for, and how to apply for a Lifeline discount is available [insert website when available] or you may contact customer care as described below.

The Lifeline program is administered by the Universal Service Administrative Company (USAC), the Federal Communications Commission (FCC) and in some states by state agencies. By submitting an application to Starry for Lifeline services, you consent and agree to the disclosure of any and all information submitted by the subscriber to the FCC, USAC, USAC's agents, the National Lifeline Accountability Database and/or applicable state agencies to ensure the proper administration of the Lifeline program, and failure to provide such consent will result in denial of Lifeline service.

The following restrictions and requirements apply:

- **Lifeline Service Areas.** Starry may only provide you with a Lifeline discount if you reside in an area in which Starry has been designated as an Eligible Telecommunications Carrier (ETC). To determine if you reside in an eligible area, you should contact customer care as described below.
- **Nontransferable and Nonassignable.** As a Lifeline customer, you may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the rights or benefits received through Lifeline.
- **Use of Service.** You must make or answer a voice call, or if you also purchase Starry Internet, use data at least once during any 30-day period to retain your Lifeline discount. If you do not, we will send you a notice of inactivity. To keep your service, you must make or answer a voice call, or if you subscribe to Starry Internet, use data, at least once within 15 days after the 30-day period. If you do not do so, Starry must discontinue your Lifeline benefit.
- **Change in Eligibility.** If you receive a Lifeline discount from Starry, you must notify Starry within 30 days if you or the members of your household no longer qualify for Lifeline services for any reason. If we believe you are no longer eligible for Lifeline service, we will notify you that your Lifeline discount will be discontinued. You will have 30 days to respond to the termination notice. If you

do not confirm, or we independently confirm, that you are ineligible, or you inform us that you are no longer eligible, you may continue to receive service, but Starry shall discontinue your Lifeline discount as of the first billing cycle following the effective date of the loss of benefits.

- **Recertification.** If you receive a Lifeline discount, you must certify each year that you are still eligible to receive the Lifeline program discount and no one else in your household is receiving a Lifeline program discount. We will notify you annually to remind you to recertify your eligibility for Lifeline services and provide you with instructions on how to do it. You must complete this recertification process by the deadline or you will lose your Lifeline discount.

You may also voluntarily unenroll from Lifeline at any time by submitting a Lifeline Change Notification/Request Form (available [insert web address when available]). Upon unenrollment from Lifeline for any reason, you will no longer receive the Lifeline discount as of the first billing cycle following the effective date of your unenrollment. Unenrollment from Lifeline Services for any reason will not terminate your Starry services.

WE DISCLAIM ALL WARRANTIES.

YOU EXPRESSLY AGREE AND UNDERSTAND THAT YOUR USE OF STARRY VOICE AND THE EQUIPMENT IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. STARRY AND OUR EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND ACCORDINGLY THIS MAY NOT APPLY TO YOU DEPENDING ON YOUR LOCATION.

There is a limitation to our liability to you under this Agreement.

THIS LIMITATION OF LIABILITY APPLIES TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF STARRY AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS, AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES.

UNDER NO CIRCUMSTANCES WILL STARRY BE LIABLE TO YOU FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH STARRY VOICE OR ANY ACTS OR OMISSIONS ASSOCIATED WITH STARRY VOICE, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS, OR SUBCONTRACTORS OF STARRY, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF

SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF STARRY VOICE OR ANY BREACH BY US OF ANY OBLIGATION WE MAY HAVE UNDER THIS AGREEMENT OR APPLICABLE LAW, IS YOUR ABILITY TO TERMINATE STARRY VOICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY US. IN NO EVENT WILL OUR LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU DURING THE PRECEDING 30 DAY PERIOD.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN LIABILITIES, AND ACCORDINGLY THIS MAY NOT APPLY TO YOU DEPENDING ON YOUR LOCATION.

You agree to indemnify Starry.

Except as otherwise expressly set forth in this Agreement, you agree to defend, indemnify, and hold us harmless from claims or damages relating to or arising out of your breach of this Agreement or your and your users' use of Starry Voice or any Equipment, including but not limited to any claims or damages arising out of (1) postings made using Starry Voice, including for defamation, copyright, trademark, or other proprietary right infringement or otherwise; or (2) third-party claims caused by your violation of this Agreement or other Starry policies. You agree that we are not responsible for any third-party claims against us that arise from your use of Starry Voice or the Equipment. Further, you agree to reimburse us for all costs and expenses related to the defense of any such claims.

We may make changes to Starry Voice. We will notify you in advance of any material adverse changes.

Subject to applicable law and any express exceptions that we agree to in writing when you subscribe to Starry Voice, such as a promotional price for a fixed term, we may, at any time and periodically:

- Institute new or increase or otherwise change existing fees and charges for Starry Voice;
- Modify, supplement, or replace the terms, policies, practices, and procedures relevant to Starry Voice;
- Make changes affecting equipment or software;
- Institute new or change the existing features, functions, characteristics, and specifications of Starry Voice, including by instituting or changing limits and restrictions that affect Starry Voice features and functions, such as changing the number, kinds, or parameters of included features or services;

- Make any other change relating to any Starry Voice service contemplated or not expressly prohibited by this Agreement or applicable law.

We will give you advance notice of any such changes that materially adversely affect your rights or obligations under this Agreement by e-mail to the e-mail address you provide, by posting notice online at Starry.com, by a mailing to your billing address, or by a text or phone call to the telephone number provided by you to us.

Your continued use of Starry Voice after the effective date and following notice of any such change will be deemed your acceptance of that change.

We may communicate with you by e-mail or text messaging.

We will provide you with notices consistent with applicable law. We may send any required or desired notice under the Customer Agreements to your physical address of record by hand delivery, U.S. postal service, or overnight courier. Alternatively, we may send notice by e-mail to the e-mail address you provide to us or by text messaging to the phone number you provide to us. We may also provide notice by posting information in a newspaper or on our website. You agree that any one of the foregoing will constitute sufficient notice. You agree to regularly check your mail, e-mail, and all postings on our website and bear the risk of failing to do so. By agreeing to these terms, you agree that we may send you text messages.

YOU AGREE TO BINDING ARBITRATION AND WAIVER OF JURY TRIAL

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES RESOLUTION OF DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.

1. Purpose. If you have a Dispute (as defined below) with Starry that cannot be resolved, you or we may elect to arbitrate that Dispute in accordance with the terms of this provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court.
2. Definitions. The term 'Dispute' means any dispute, claim, or controversy between you and Starry regarding any aspect of your relationship with us, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of this arbitration provision. 'Dispute' is to be given the broadest possible meaning that will be enforced. As used in this provision, 'Starry', 'we', or 'us' means Starry and its parents, subsidiaries, and affiliated

companies and each of their respective officers, directors, employees, and agents.

3. Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY STARRY IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU AGREE TO THIS AGREEMENT. YOUR WRITTEN NOTIFICATION TO STARRY MUST INCLUDE YOUR NAME, ADDRESS, AND STARRY ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH STARRY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR THE DELIVERY OF SERVICES TO YOU BY US. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.
4. Restrictions:
5. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF ANY STATUTE OR OTHER LAW TO THE CONTRARY, YOU MUST CONTACT US WITHIN 1 YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO ANOTHER SECTION OF THIS AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.
6. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.
7. ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH STARRY UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.
8. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. An explanation of the procedures for initiating an arbitration proceeding are available at adr.org or by calling 877-493-4185. The arbitration proceeding shall be administered by the American Arbitration Association (AAA) under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration

is initiated (we refer to these rules collectively as the 'AAA Rules'). The AAA Rules are available at adr.org or by calling 800-778-7879.

9. Arbitration Procedures.

10. Because the Starry Voice service provided to you concerns interstate commerce, the Federal Arbitration Act (FAA), not state arbitration law, governs the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive Starry Voice from Starry may apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding. If there is a conflict between this arbitration provision and the rules of the arbitration organization, this arbitration provision shall govern. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve your Dispute with Starry. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as written.
11. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.
12. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect your account information and other confidential or proprietary information. The arbitrator may award on an individual basis any relief that would be available in court, including injunctive or declaratory relief and attorneys' fees.
13. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or required by applicable law. An award granted by the arbitrator may be enforced in any court with appropriate jurisdiction over the parties.
14. If an award granted by the arbitrator exceeds \$75,000, either party may appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within 30 days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.
15. Arbitration Hearing and Location. If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the

AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive Starry Voice from Starry, unless you and Starry agree or the arbitrator orders otherwise under the AAA Rules.

16. Payment of Arbitration Fees and Expenses. Payment of all arbitration fees and expenses will be governed by the AAA Rules. After we receive notice that you have initiated an arbitration proceeding, we will promptly reimburse you for payment of your filing fee. Starry will pay all filing, administration, and arbitrator fees and arbitrator expenses for the Dispute, unless the arbitrator determines that the Dispute is frivolous. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration, unless applicable law requires otherwise. We will not seek attorneys' fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous. If the arbitrator determines that the Dispute is frivolous, you agree to reimburse Starry for previous payments it made that are otherwise your obligation to pay under the AAA Rules and applicable law.
17. Severability. If any clause within this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this provision will be given full force and effect. If the class action and class arbitration waiver is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the Dispute will be decided by a court. In the event this entire provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found to be excluded from the scope of this arbitration provision, YOU AND STARRY EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.
18. Survival. This arbitration provision will survive the termination of Starry Voice and your account with Starry.
19. Exclusions from Arbitration. YOU AND STARRY AGREE THAT ANY CLAIM FILED BY YOU OR BY STARRY THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS WILL NOT BE SUBJECT TO ARBITRATION. IN ADDITION, CLAIMS WHERE THE AMOUNT IN DISPUTE IS VALUED AT LESS THAN THE COST OF AAA FEES, DISPUTES ABOUT STARRY'S INTELLECTUAL PROPERTY, AND CLAIMS RELATED TO THEFT OF SERVICE WILL NOT BE SUBJECT TO ARBITRATION.

We are not liable for any delay or failure of performance of Starry Voice due to a Force Majeure event.

We will not be liable to you for any delay or failure of performance of Starry Voice or Equipment due to causes beyond our control, including, but not limited to 'acts of God', fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Starry, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages. For the purposes of this Agreement, we refer to any of these events as a 'Force Majeure' event or 'Force Majeure'.

This Agreement contains all of the terms and conditions that relate to our relationship for the provision of Starry Voice. The terms of this Agreement are governed by New York law. You may not assign this Agreement to a third party.

This Agreement contains all of the terms and conditions that relate to our relationship. The terms of this Agreement are governed by New York law. You may not assign this Agreement to a third party.

Entire Agreement. This Agreement and the other Customer Agreements incorporated by reference herein constitute the entire agreement and understanding between you and Starry with respect to the subject matter of this Agreement, and supersede and nullify all prior written or verbal understandings, promises, agreements, or undertakings with respect to Starry Voice. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal, or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. Starry does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us, nor trade practice, shall act to modify any provision of this Agreement.

Governing Law. This Agreement will be deemed to be executed and delivered in New York City, NY and will be governed by the laws of the State of New York without giving effect to any conflict of laws provisions.

Assignment. This Agreement and Starry Voice and Equipment furnished under this Agreement may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

You may contact us by phone, e-mail, or mail.

For any inquiries or notices required in connection with this Agreement, you may contact us as follows:

By phone:

+1 888 231 9403

By e-mail:

support@starry.com

By mail:

Starry, Inc.
Attn: Legal Department
38 Chauncy Street, 5th Floor
Boston, MA 02111