



TERMS AND CONDITIONS

AT&T DSL SERVICE SUBSCRIBER AGREEMENT

Effective Date - May 2005

AT&T DSL Service Notice

Effective May 2005, AT&T DSL Service has updated the Subscriber Agreement to reflect changes to the Service. Please see Sections (2.c), (6.e), and (17) of this Agreement for such changes.

1. [ACCEPTANCE OF TERMS](#)
2. [TERM](#)
3. [AT&T - QUALITY CUSTOMER CARE](#)
4. [AT&T'S ONLINE PRIVACY POLICY](#)
5. [REQUIREMENTS REGARDING ELIGIBILITY, AND YOUR E-MAIL I.D.](#)
6. [BILLING AND PAYMENT](#)
7. [EQUIPMENT AND SOFTWARE](#)
8. [USE OF THE SERVICES](#)
9. [OUR RIGHTS AND THE RIGHTS OF OTHERS](#)
10. [ABCS OF AT&T WORLDNETIQUETTE](#)
11. [SUSPENSION OR CANCELLATION OF THE SERVICES.](#)
12. [INDEMNIFICATION.](#)
13. [LIMITATIONS OF LIABILITY.](#)
14. [LIMITED WARRANTY.](#)
15. [DISPUTE RESOLUTION.](#)
16. [MISCELLANEOUS.](#)
17. [CHANGES TO THIS AGREEMENT.](#)

1. ACCEPTANCE OF TERMS

Welcome! Thank you for choosing AT&T DSL Service as your gateway to the Internet and enjoying the benefits of the **AT&T Worldnet®** Service Web Site. We know you're eager to begin using your Service, but before you do we encourage you to familiarize yourself with this Subscriber Agreement. This material, including all information found in the registration process, is the agreement that will apply to your use of the Service.

By enrolling in, using, or paying for the Service you confirm your agreement to these terms and conditions as well as your acceptance of the changes we make to the agreement. If at any time after you have read the Subscriber Agreement and all of its components you do not agree to be bound by the Subscriber Agreement, you should immediately exit registration, end your use of the Service, or cancel your account. Thank you again for relying on AT&T.

In this Agreement ("Agreement"),

"You/Your" means any member or other person or entity using the Service or any part of the Service, including, but not limited to, using the **AT&T Worldnet** Web Site and the information or features offered in or through the **AT&T Worldnet** Web Site.

"Member" means a registered user of AT&T DSL Service and **AT&T Worldnet** Service identified in the account registration process.

"AT&T," "we," "our," and "us" mean AT&T Corp., and any AT&T affiliates authorized to provide you with these AT&T Services.

"Service" or "Services" means AT&T DSL Service and/or **AT&T Worldnet®** Service. AT&T DSL provides you with both high-speed Internet access and Internet Services.

"AT&T Worldnet Service" means the value-added Internet access service known as **AT&T Worldnet** Service, including all Software, downloadable materials, and other information that relates to **AT&T Worldnet** Service; and the **AT&T Worldnet** Web Site.

"Software" means any Software — AT&T or third party owned — that relates to your use of the Service, that enables the Service to function or that we make available to you in connection with the Service.

"Third Parties who contribute to the Service" means AT&T's officers, directors, employees, agents, licensors, suppliers, distributors, and any third-party distributors of the Service, Equipment or Software or third-party information providers to the Service (including any third party sponsoring a Web Site that AT&T, by agreement, establishes as a default home page for a member or otherwise provides a hyperlink to from the Service).

To qualify to purchase AT&T DSL Service, you must register for **AT&T Worldnet** Service as your Internet Service Provider.

The monthly charge for **AT&T Worldnet** Service is included in the total monthly charge for AT&T DSL Service.

[Back To Top](#)

2. TERM

a. Term. If you terminate before the one-year anniversary of your Service activation date, you will have to pay an early termination fee described in Section 2.c. After the one-year period, your agreement is on a month-to-month basis.

b. Your Cancellation of Services. You may cancel the Services at any time by calling the toll-free customer service number 1-866-596-8455, and notifying the AT&T Customer Service Representative.

c. Termination Fees and Credits. If for any reason you cancel your AT&T DSL Service within the first 30 days of service, you must return your Equipment in the original packaging and such Equipment must be in good working condition. Equipment shall be returned within 45 days of canceling your Service.

If for any reason you cancel your AT&T DSL Service after 30 days following Service Activation Date, but within the first 12 months of service, or if we cancel the Services under Section 11.b. for a violation of the Agreement you must pay AT&T an Early Termination Fee of \$200.

d. Qualification Check. To be eligible to receive the Services, the personal computer and the telephone line that you intend to use for the Services must meet certain technical requirements ("Qualifications"). We will provide various methods for determining qualifications of your telephone line and computer.

e. Fixed-Location Service. You acknowledge that the Service is a fixed-location service. This means that the Service may not be moved to a different residence (even if the telephone number for the Service remains the same), or to a different phone number, without your computer and new telephone line first meeting another Qualification check. If you are moving your residence, please contact us by calling the toll-free customer service number on your bill for the Service so that we can expedite the transfer of the Service to your new residence. If you transfer your Service, you may not be eligible to receive the prices and charges for the Service that you received prior to the transfer.

[Back To Top](#)

3. AT&T-QUALITY CUSTOMER CARE

a. Account Maintenance. If you are a member and you have any questions about your account or the use of the Service, want

help resolving a problem with your Service, believe someone is using your account improperly, or wish to update the information you gave during registration, you may contact our customer service department (AT&T Worldnet Customer Care) by:

- Account Maintenance and Technical Support:
Calling 1 -866-596-8455
- Write Us:

AT&T Global Image Center
ATTN: AT&T Worldnet
P.O. Box 16795
Mesa, AZ 85211-6795
- Online Help:
Using the AT&T Worldnet Help Web pages at <http://dslhelp.att.net>. From this site, you can access various aspects of online support including Account Assistance and Technical Support.
- Email Support:
Sending us e-mail through our web-based e-mail system at <https://mailus.help.att.net/BridgePage>. You can send certain inquiries even when your AT&T Worldnet e-mail program isn't working properly and this web-based e-mail system helps to ensure that your correspondence gets into the right hands as quickly as possible

b. Cancellation. You may cancel your AT&T DSL Service by calling us at 1-866-596-8455 and following the prompts. For more information, see Section 2.c. for termination policies and fees.

c. Other Communications. While we encourage you to use one of the method described above to reach us, you may also communicate with us by sending a first class, postage paid letter via courier or U.S. mail to:

AT&T Global Image Center
ATTN: AT&T Worldnet
P.O. Box 16795
Mesa, AZ 85211-6795

California residents with complaints may also contact:

State of California,
Department of Consumer Affairs
Division of Consumer Services, Complaint Assistance Unit
P.O. Box 942507
Sacramento, CA 94258-0507
Phone: 1-800-952-5210

d. Technical Support. If you are a member and have questions about the use of the Service or need help resolving a problem with your Service you may use the following for assistance:

- Call us at 1-866-596-8455.
- For any other matters, visit our AT&T DSL Service Help Web pages at <http://dslhelp.att.net>. From this site, you can access online support including Account Assistance.

e. Email Opt Out:

Members who do not wish to receive future marketing information from AT&T Worldnet Service by e-mail may remove themselves from the marketing information mailing list by submitting their e-mail I.D. at <https://wmdb.website.att.net/removeme> or by writing to the following mailing address.

AT&T DSL Service
4 Sperry Road
Fairfield, NJ 07004

Attn: Email Customer Service

AT&T Worldnet Service reserves the right to contact members with other important and general notices when necessary. For more information about AT&T's Privacy Policy, please visit <http://www.att.com/privacy>

[Back To Top](#)

4. AT&T'S ONLINE PRIVACY POLICY

As an AT&T DSL Service member, you give us information about yourself that we use to conduct our daily business with you. With AT&T's Online Privacy Policy we want to assure our members that we keep such customer-identifiable information as confidential as possible. To view AT&T's Online Privacy Policy go to <http://www.att.com/privacy>.

[Back To Top](#)

5. REQUIREMENTS REGARDING ELIGIBILITY, AND YOUR E-MAIL I.D.

Eligibility

To become a member of AT&T DSL Service you must have AT&T Worldnet Service as your Internet Service Provider and you have to be at least eighteen years old. You must register using your own name. If you use a credit card for payment, you must provide a credit card account number which is issued in your name or which you are authorized to use.

E-mail I.D.

During registration, we'll ask you to enter the name or number you want as your e-mail I.D. If the e-mail I.D. you choose is already in use, or if we cannot accept it for any other reason, we'll ask you to enter another, change it, or give one to you. Upon completing the registration process for the Service you will receive an e-mail I.D. password and may also receive a secure word. You are solely responsible for all use of your account and for the security of your identification codes and any security lock code that you use to protect access to your data, your file name(s) and files, network and user access, and any other information you disseminate through use of the Service or through other Internet services. Therefore, you should secure your computer equipment so that only authorized users can gain access to your Service account. You may not transfer or permit people outside your household to use your Service account. You agree to (a) immediately notify AT&T of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

[Back To Top](#)

6. BILLING AND PAYMENT

a. Commencement of Billing. If you are self-installing the Equipment and Software (defined in Section 7.a. of this Agreement), AT&T will begin monthly billing for the Services once your order is processed and the Services are provisioned and either: (1) seven days after receipt of the Equipment; or (2) first use of the Service; which ever is earlier (we refer to this date as the "Service Activation Date"). You are encouraged to complete installation promptly because you will be responsible for full payment for the charges on your AT&T bill even if you have not yet installed the Equipment and Software at the time the bill is rendered. If you request a professional installation to install the Equipment and Software from AT&T, billing commences upon successful completion of the professional installation.

b. Agreement to Pay. You agree to pay us for the all charges related to your account (including, but not limited to, any Shipping & Handling Fees, Installation Fee, No Show Fee, Activation Fee, Repair and Maintenance Fees, additional dial-up hours of Service beyond the standard hours offered with the Service and all applicable taxes and all charges associated with connecting to the Service through an available access number whether imposed on AT&T or directly on you) in accordance with this Agreement at the prices and charges provided to you when you enrolled, which may change as set forth in Section 6k. of this Agreement. AT&T shall have the right to terminate or suspend your account for failure to pay your bill in a timely manner. In addition, AT&T shall have the right to use alternate means to collect unpaid charges to your account in the event of non-payment.

Monthly recurring charges are not prorated. Regardless of payment method, (Combined Bill or Credit Card bill) partial credit is not given to customers who change their price plan to another price plan, disconnect, cancel or are suspended from the service during a billing month.c. Professional Installation Charge.

c. Professional Installation Charge. If you request AT&T to install the Equipment and Software (or load the AT&T DSL Service to another computer or new residence), you must pay a Professional Installation Charge in the amount specified by AT&T at the time you enroll in the Services, or when you request a transfer of the Services. In the event that no one authorized to permit installation of the Equipment and Software is available at your Premises at the time you scheduled an installation appointment, and notification was not provided to AT&T at least 48 hours in advance, you agree to pay a No-Show Charge in the amount of \$200.

d. Access Number Charges. When using the away from home dial-up portion of your AT&T DSL Service, use of our 800 and 888 access numbers to reach the Service is not free. You are responsible for all amounts charged by your telephone company or AT&T for all charges associated with connecting to the Service through an available access number or 800 and 888 numbers. You are also responsible for determining whether or not you will incur a charge from your telephone company for connecting to the Service using the access numbers. Please note that an access number that shares your area code or appears to be located in your general geographic area may not necessarily be a local number to you. Access numbers that share your area code may still result in charges to you. Please check with your local telephone company before selecting a number. Significant toll charges may apply to numbers that you do not verify as local to your individual area or calling plan.

e. Activation Fee. A Service Activation Fee of \$39.99 will be applied to your first billing statement.

f. Shipping & Handling Fee, all taxes and other charges. Such charges will be billed to your AT&T bill and such charges are non-refundable.

g. Payment Methods. You authorize AT&T to charge any amounts payable by you in connection with your use of the Services automatically by credit card or through electronic funds transfer or on your AT&T Residential Local/Long Distance Service bill (including but not limited to, as applicable, any Termination Fees, Installation Charges, and No-Show Charges). If you choose to bill your charges for the Services to your credit card, your right to use the Services is subject to any limits established by your credit card issuer.

Unless you are registered under a plan offering a specialized payment method or already have an existing payment method established with AT&T, all new customers must provide a credit card account number which is issued in your name or which you are authorized to use when registering for the Service. All payments shall be made pursuant to the terms of the pricing and other information relating to the Service, which is available during the registration process, or on the AT&T DSL Web Site and incorporated by reference in this Agreement, including the provisions of the billing option you selected. You authorize AT&T to charge any amounts payable by you in connection with your use of the Service automatically to the credit card you provided in the registration process or such credit card number you provide thereafter, subject to the terms and conditions of the agreement between you and your credit card issuer. It is your responsibility to update the credit card information that you use to pay for the Service. If you bill your use of AT&T DSL Service to your credit card, your right to use the Service is subject to any limits established by your credit card issuer. If you do not update your credit card information, AT&T may suspend your use of the Service or at AT&T's option, may automatically move you onto a combined bill with your AT&T Residential phone service or another paper bill payment arrangement with AT&T. AT&T may also make other billing options available. If AT&T makes other billing options available, you agree to abide by terms and conditions applicable to those options.

For those members who already receive a combined bill and elect to pay for the Service using a combined bill, payment of all AT&T DSL Service charges is due 20 days after the date of your bill and must be made in U.S. currency. Time is of the essence for payment.

h. Late Payment Charge. AT&T may add interest charges to any past-due amounts at the lower of 1.5% per month or the maximum rate allowed by state law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

i. Monthly Taxes and Other Charges. You must pay all taxes, fees, surcharges, and other charges that we bill you for the Services, unless you can show with documentation satisfactory to us that you are exempt. Taxes will be in the amounts that federal, state, and local authorities require us to bill you. You also must pay any access charges relating to the use of the Service through your account (even if access is through 800 or 888 numbers), whether imposed on AT&T or directly on you, which will be applied

and included in bills issued to you.

j. Failure to Pay. We may suspend, restrict, or cancel the Services and this Agreement under Section 11 of this Agreement if you do not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges.

k. Price Changes. We may change the prices and charges for the Services from time to time. Unless otherwise stated, if we increase the price of your plan, we'll notify you by e-mail or by U.S. mail and allow you to stay with your old plan for at least one more billing cycle. We may decrease prices and charges without providing advance notice.

l. Credit Check. You give us permission to obtain your credit information from consumer credit-reporting agencies at any time. If we determine that you may be a credit risk for (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T Services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require a deposit to establish or maintain Service(s). The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits will earn a simple interest rate of six percent annually. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. Establishment of a prompt payment record or credit may result in a partial or total refund of the deposit to you or credit to your account. If you default or terminate your registration with the Service, we may, without notice to you, apply any deposit towards payment of charges due. After 90 days following such termination, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known mailing address.

m. Monthly recurring charges are not prorated. Partial credit is not given to customers who change their price plan to another price plan, disconnect, cancel or are suspended from the service during a billing month.

[Back To Top](#)

7. EQUIPMENT AND SOFTWARE

a. Required Equipment and Software. You understand and agree that AT&T DSL Service requires you to have a personal computer that you own, or otherwise have a right to use in connection with AT&T DSL Service. Your computer must meet the requirements necessary to operate AT&T DSL Service based on criteria that AT&T specifies. You will receive from AT&T certain equipment for connectivity to AT&T DSL Service, including, but not limited to, a modem/router, micro filters, cables, adapters, (collectively, the "Equipment"). We will provide files in a CD-ROM that must be installed on your computer for you to receive the Service. These files, which may include third-party software, are referred to collectively as the "Software." The Equipment and Software required for installation of the Service will be sent together to you in an Installation Kit.

b. Access to Your Premises. If you have elected to have us install your Equipment and the Software for AT&T DSL Service, you authorize us and our employees, agents, contractors, and representatives to enter your premises ("Premises") in order to install, maintain, inspect, repair, or remove the Equipment and/or Software. All such services will be conducted at a time mutually agreed to by you and us. By scheduling an installation appointment, you represent to us that you have the right to and do authorize us to enter the Premises. If you do not own the Premises, at our request you will provide us with the owner's name and address, evidence that you are authorized to grant access to the Premises on the owner's behalf, or (if needed) written consent from the owner of the Premises. You authorize us to work with your local telephone company to provision the Service to the telephone number indicated on your order. You are responsible for cancellation of any previous high-speed Internet access service using the same facilities as those to be used for the AT&T DSL Service.

c. File Modification/Backup Requirements. The Qualifications of your computer's operating system, as well as the installation (whether self-installed or AT&T-installed), use, inspection, maintenance, repair, or removal of the Equipment and Software, may result in an inadvertent service outage or reconfiguration of the software on your computer, or temporary interruption of your telephone service. In addition, as part of the installation process, system files on your computer, such as, but not limited to, INI, BAT, SYS, and DLL files, may be modified or deleted. AT&T does not represent or warrant that such modifications or deletions will not disrupt the normal operations of your computer. You acknowledge and agree that you are solely responsible for backing up all existing computer files by copying them to another storage medium prior to the installation of your Equipment and the Software, and prior to any inspection, maintenance, repair, or removal of your Equipment and the Software. AT&T DOES NOT REPRESENT OR WARRANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS OR USE THE SERVICES, NOR THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE OR MODIFICATIONS TO, OR LOSS OF, ANY OF YOUR SOFTWARE, HARDWARE, FILES, DATA, OR PERIPHERALS. AT&T AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND

REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR SERVICE PROBLEMS (INCLUDING TELEPHONE SERVICE) RESULTING FROM YOUR, OR A THIRD PARTY'S, FAILURE TO PROPERLY INSTALL, ACCESS, OR USE THE EQUIPMENT, SOFTWARE, OR SERVICES.

d. AT&T's Installation of the Software and Your Equipment. Except for our gross negligence or willful misconduct, we shall have no liability whatsoever for any damage, loss, or destruction to all or a portion of your hardware during our installation of your Equipment and the Software. In the event of such gross negligence or willful misconduct by AT&T, AT&T shall pay for the repair or replacement of the damaged, lost, or destroyed portions of your hardware, up to a maximum of \$2,500, and our payment will be your sole remedy relating to such activity. EXCEPT FOR OUR WILLFUL MISCONDUCT, AT&T AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO, LOSS, OR DESTRUCTION OF ANY SOFTWARE, FILES, OR DATA, REGARDLESS OF THE CAUSE OF SUCH DAMAGE, LOSS, OR DESTRUCTION. In addition, the opening of your computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. You consent to the opening of the computer for the installation of your Equipment and the Software for the Service. EXCEPT FOR OUR WILLFUL MISCONDUCT, AT&T AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

e. System Compatibility. System devices such as a home security system, medical alert, door bell answering service that are set up to automatically dial the local police or fire departments, or other similar automatic reporting systems using telephone lines, may not be compatible with AT&T DSL Service. You waive any claim against AT&T for interference with or disruption of such systems due to the Services. Professional installation may be required if you have any such devices. If you have five or more devices connected to your phone line that is using your DSL Service a professional installation may be required.

f. Right to Use Software. The use of AT&T DSL Service requires the installation of the Software. By installing and using the Services, you agree to abide by the terms and conditions of all applicable end-user software licenses.

g. No Modification of Software. You may not modify the Software in any way, or change or delete any copyrights, trademarks, service marks, and logos on the Services. In addition, you may not reverse assemble, reverse compile, or reverse engineer the Software.

g. No Modification of Software. You may not modify the Software in any way, or change or delete any copyrights, trademarks, service marks, and logos on the Services. In addition, you may not reverse assemble, reverse compile, or reverse engineer the Software.

h. Speed of Service. The actual speed of the Services experienced by you may vary and depends on a number of factors, such as the location of your residence, the amount of traffic on the Internet, the ability of your computer to process data, environmental factors, and other factors beyond the control of AT&T. AT&T reserves the right to monitor or change your current plan speed at any time. No minimum level of speed is guaranteed.

[Back To Top](#)

8. USE OF THE SERVICES

a. Improper Use. You agree to comply with the "ABCs of AT&T Worldnetiquette," which are described in Section 10. You cannot create a network (whether inside or outside of your residence) with AT&T DSL Service using any type of device, equipment, or multiple computers unless AT&T has granted you permission to do so and you use equipment and standards acceptable to AT&T. AT&T may cancel, restrict, or suspend the Services and this Agreement under Section 11 below for violating these provisions.

b. Residential Use Only. You agree that the Services will be used exclusively for personal, residential use and not for use in a commercial, small or for home business use.

c. Multiple Users. You acknowledge that you are agreeing to the terms of this Agreement on behalf of anyone who uses the Services through your computer. You have sole responsibility for ensuring that anyone who uses the Services through your computer understands and complies with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible and liable for any violations of the terms of this Agreement, whether by you or by any other user of the Services through your computer.

[Back To Top](#)

9. OUR RIGHTS AND THE RIGHTS OF OTHERS

AT&T enables you to contribute to and gain from a wealth of materials - some **owned by AT&T, others owned by third parties**. In order to preserve everyone's rights, you must:

- print and download material from the Service for your **own**, non-commercial purposes only;
- limit the **number of copies** you make of Service-related materials;
- not **alter** any aspect of the Service;
- comply with the terms and conditions of third parties who provide you with materials, including Software; and
- not deliberately or accidentally **export the Software** to countries that the U.S. prohibits export to.

AT&T is continuously working to improve service for all of our members through careful and efficient management of its network, especially during periods of peak demand. In order to assist us in balancing user loads, we reserve the right to manage maximum session length and with respect to dial-up access terminate sessions that exceed the maximum length even if you are actively using your connection. In the event your dial-up session has been terminated, you may immediately dial back in to reconnect.

Owned by AT&T

All aspects of the Service are copyrighted as a collective work under U.S. copyright laws and are owned by AT&T - including AT&T trademarks, service marks and logos.

AT&T also has a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, to use in any way any ideas or materials that you submit, to AT&T or the Service.

Owned by Third Parties

Trademarks, service marks, and logos owned by third parties remain the property of those third parties.

Own

AT&T gives you a revocable, non-exclusive, non-assignable right and license to use the Service in accordance with these terms and conditions.

Number of Copies

Unless you have the express written consent of the copyright owner, you are limited to making one machine-readable copy, one backup copy, and one print copy of any AT&T-provided materials available from the Service.

Alter

For example, you may not modify the Software in any way, or change or delete any copyrights, trademarks, service marks and logos on the Service. In addition, you may not reverse assemble, reverse compile or reverse engineer the Software.

Export the Software

The words "export" and "reexport", mean transferring or releasing the Software to another country or to a national of another country. You certify that you are a U.S. citizen, U.S. resident alien, or Canadian citizen if you've received or installed: Software that carries a label restricting its export outside the U.S. or Canada; or Software including the Netscape Navigator browser and a message in the Help/About Netscape box stating that the Software supports U.S. security" or

Any other Software that contains language in or on the Software restricting its export outside of the U.S. or Canada.

If you are not a U.S. citizen, U.S. resident alien, or Canadian citizen and have received this Software, please return it to us and call 1-866-596-8455 for an "exportable" version.

Please note that the Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer of the Software created by AT&T is AT&T Corp., 340 Mt. Kemble Ave., Morristown, N.J., 07962.

[Back To Top](#)

10. ABCs OF AT&T WORLDNETIQUETTE

To maintain an informative and valuable service, AT&T has established the ABCs of AT&T Worldnetiquette. While it is not our intent to control your online communication or monitor its content, we may edit or remove content that we become aware of and determine to be harmful, offensive or otherwise in violation of these ABCs. **Violation of these ABCs may also result in the termination or suspension of your account.** These ABCs apply to all content provided to or through the Service, including e-mail messages, newsgroup postings, chat, and personal web pages.

Act Responsibly.

- a. Don't use the Service to interfere with others' use of the Service or of the Internet in general, to conduct illegal or abusive activity, or to submit materials that violate the rights of others. Specifically:
 - don't send messages, data, images and programs that are libelous, defamatory, obscene, pornographic, threatening, abusive, or hateful;
 - don't send materials that contain viruses, worms, or any other destructive elements; and
 - don't interfere with or infringe the copyrights, trademarks, logos, service marks, or confidential information of others.
- b. You may not use or attempt to use the Service to violate its security or the security of systems accessible through it.
- c. You're responsible for the use of your service account. Remember that anyone who has unprotected access to your computer will be able to use your Service account freely. Therefore, you should secure your computer equipment so that only authorized users can gain access to your Service account.

Be Fair.

You understand and acknowledge that the Service is intended for your periodic and legitimately active use. With respect to the consumer-oriented dial-up part of the Service it is not intended, nor is it designed, to provide an "always on" or "always connected" capability. In order to make the dial-up part of the Service available fairly to all our members, we reserve the right to terminate members' sessions after an extended period. In addition, if you leave the dial-up part of your Service idle for a period of time we may disconnect you. You may not take action for the purpose of defeating our "idle timeouts" or similar mechanisms. In the event your dial-up session has been terminated for any reason, you may immediately dial back in to reconnect.

- a. Only one user may be logged into the Service for any single account at any time. In the event that more than one user is logged into a Service account at any time, AT&T may terminate such account immediately and/or charge the account holder the full Standard price applicable to **AT&T Worldnet** Service Member Pricing (without any discount under any **AT&T Worldnet** Service offer) for each simultaneous user.
- b. You may not use your Service connection to host a dedicated Internet server site.
- c. Violation of these fairness principles may result in the termination or suspension of your account.

Be Honest.

- a. You may not resell or otherwise redistribute the Service or profit in any other way by providing access to others.
- b. Don't allow others outside of your household to use the Service.
- c. Unless you're participating in an area of the Service that requires or encourages anonymity, use your real name in online communications.
- d. Messages posted to our help newsgroups must contain a valid **AT&T Worldnet** Service e-mail I.D. Anonymous postings are not allowed.
- e. You must abide by the terms and conditions applicable to your use of specific features of the Service, as well as terms and

conditions applicable to other products or services that are available through the Service.

Communicate, Don't Inundate

- a.** Don't post any single message to more than five online forums or newsgroups ("Spam Newsgroup Postings"), and please make sure your message doesn't deviate from the topic or violate the rules of those forums or newsgroups.
- b.** Don't send: (1) a piece of unsolicited commercial e-mail to any person; or (2) any other unsolicited e-mail to more than 10 people if such e-mail could reasonably be expected to provoke complaints from its recipients (either shall be "Unsolicited E-Mail"). Don't engage in any of the foregoing activities by using the service of another provider, by channeling such activities through AT&T DSL Service, **AT&T Worldnet Service** or an **AT&T Worldnet Service** account, remailer, or otherwise through an AT&T service, using AT&T DSL Services, **AT&T Worldnet Service** or an **AT&T Worldnet Service** account, as a mail drop for responses or in any way indicating to recipients that AT&T DSL Service, **AT&T Worldnet Service** or an **AT&T Worldnet Service** account, was involved in the transmission of the Unsolicited E-Mail. We reserve the right not to deliver any outbound e-mail, or any posting that violates the above guidelines. A note on relay spam: Sometimes someone who is not a member of the Service will attempt to relay large numbers of e-mail, in bulk, off of or through one of our servers. We reserve the right to discard that bulk relay e-mail because it is an unauthorized use of our Service. Any e-mail addressed to you in care of the Service that is included may not be delivered to you.
- c.** Submit promotional materials only in areas of the Service designated for that purpose.
- d.** Don't submit charity requests, petitions for signatures, or any chain mail related materials.
- e.** Don't engage in any of the foregoing acts prohibited by these ABCs using another service provider.

Spam Filtering and E-mail Delivery

AT&T is committed to protecting your inbox from Spam. To do this, we may use a variety of screening and filtering techniques. Occasionally, legitimate e-mail sent from a server that is also generating spam, may be screened out.

There are many reasons why e-mail is not delivered in any e-mail system, including addressing errors and software problems, as well as Spam-fighting techniques. AT&T tries to deliver noncommercial e-mail while preventing your mailbox and our system resources from being overwhelmed by unsolicited commercial e-mail. Please remember, though, that delivery of e-mail can never be guaranteed. We have no obligation to ensure that every piece of e-mail sent to you will be delivered.

If you believe you have not received an e-mail that was sent to you, please ask the sender to try again or to contact his or her mail system administrator, who may be able to explain or solve the problem. To learn more about how AT&T protects you from Spam and how you can protect yourself, go to <http://www.att.net/features/spamcenter/>.

Content; Your Conduct And Use Of The Service

a. There is a wide variety and quantity of information available through the Internet using AT&T DSL Service. While we hope you'll take full advantage of the Internet, please note that we don't have control over most of what's accessible through the Service — in other words, **you're responsible** for protecting yourself from harmful or inaccurate information. Therefore, by registering for and accessing the Service you understand and agree that all information, data, text, messages, postings, or other materials including links to other sites ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. **This means that you, and not AT&T, are entirely responsible for all Content that you upload, post, or otherwise transmit via the Service. AT&T does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.** You understand and agree that by using the Service, you may be exposed to Content that is offensive, indecent, sexually explicit or objectionable. You understand that the technical processing and transmission of the Service, including your Content, may involve a) transmissions over various networks; and b) changes to conform and adapt to technical requirements of connecting networks or devices; and that under no circumstances will AT&T be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, or otherwise transmitted via the Service.

b. Monitoring and Removal of Content. AT&T does not pre-screen Content, but AT&T and its designees shall have the right (but not the obligation) to monitor any and all traffic routed through the Service, and in their sole discretion to refuse, block, move or remove any Content that is available via the Service. Without limiting the foregoing, we shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to us.

c. Investigation of Unlawful Conduct. AT&T cooperates fully with federal and state enforcement officials investigating unlawful behavior on AT&T DSL Service's system, and members are required to do the same. You acknowledge and agree that AT&T may preserve Content and may disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce this Agreement; (3) respond to claims that any Content violates the rights of third-parties; or (4) protect the rights, property or personal safety of AT&T, its users, and the public.

[Back To Top](#)

11. SUSPENSION OR CANCELLATION OF THE SERVICES.

a. Your Cancellation of the Services. You may cancel the Services at any time in accordance with Section 2 of this Agreement.

b. AT&T Cancellation for Violation of the Agreement. We may immediately suspend, restrict, or cancel the Services and this Agreement, should you violate any of the terms of this Agreement. If the Services are suspended, restricted, or cancelled under this Section (11.b.), any fees and charges will accrue through the date that AT&T fully processes the suspension, restriction, or cancellation.

c. Other AT&T Cancellation of the Agreement. In addition to our cancellation rights under Section 11.b., we may cancel the Services and this Agreement for any other reason by providing you with written notice (by e-mail or by U.S. mail) of such cancellation no less than 30 days prior to date of cancellation. In the event AT&T cancels the Services under this Section (11.c.), any fees and charges will accrue through the date that AT&T fully processes the cancellation, but we will refund all prepaid fees and charges for the canceled Services.

d. Outstanding Charges. You must pay all outstanding charges for the suspended, canceled, or restricted Services, including the Early Termination Fee, as applicable, and payment of any bills that remain due after the date of suspension, restriction, or cancellation under this Section (11). Subject to Section 15 of this Agreement, you must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges owed to us.

[Back To Top](#)

12. INDEMNIFICATION.

YOU AGREE THAT WE SHOULD NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE, OR ANYONE ELSE'S USE, OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

[Back To Top](#)

13. LIMITATIONS OF LIABILITY.

NOTHING IN THIS AGREEMENT LIMITS OUR LIABILITY, IF ANY, FOR OUR WILLFUL MISCONDUCT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND OF YOUR ACCOUNT — AT&T AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR COST (INCLUDING CONSEQUENTIAL DAMAGES) YOU, OR ANYONE ELSE USING YOUR ACCOUNT, MIGHT INCUR DUE TO YOUR USE OR INABILITY TO USE THE SERVICE. IF YOU LIVE IN A STATE WHOSE LAWS PREVENT YOU FROM TAKING FULL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW.

IF OUR OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S NEGLIGENCE CAUSES DAMAGE TO A PERSON OR PROPERTY (WITH THE EXCEPTION OF CLAIMS REGARDING YOUR HARDWARE, EQUIPMENT AND SOFTWARE WHICH ARE SUBJECT TO SECTION 7.c. OF THIS AGREEMENT), WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF OUR OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S NEGLIGENCE CAUSES DAMAGE OF ANY SORT, WE AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF OUR CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF AT&T'S OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S WILLFUL OR INTENTIONAL MISCONDUCT, WE AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, OR FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF

OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION) IT IS BASED.

WE OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WILL NOT BE LIABLE FOR ANY DAMAGES — AND WE WILL BE LIABLE ONLY FOR THE AMOUNT OF OUR CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD — IF SERVICES ARE INTERRUPTED, OR THERE IS A PROBLEM WITH THE INTERCONNECTION OF OUR SERVICES WITH THE SERVICES OR EQUIPMENT OF SOME OTHER PARTY. THIS SECTION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

[Back To Top](#)

14. LIMITED WARRANTY.

THE EQUIPMENT, SOFTWARE, AND SERVICES ARE PROVIDED BY AT&T OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. AT&T AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE EQUIPMENT OR SERVICES, OR THAT DEFECTS WILL BE CORRECTED. CUSTOMER'S SOLE REMEDY FOR A COMPLETE SERVICE INTERRUPTION, INCLUDING NO ACCESS VIA DIAL-UP, SHALL BE LIMITED TO A PRO-RATA CREDIT OF THE MONTHLY CHARGE FOR AT&T DSL SERVICE FOR THE TIME PERIOD IN WHICH THE SERVICES ARE INTERRUPTED, NOT TO EXCEED A MAXIMUM SERVICES INTERRUPTION TIME PERIOD OF TWO CONSECUTIVE MONTHS. TO QUALIFY FOR A CREDIT, YOU MUST CONTACT US BY CALLING THE TOLL-FREE CUSTOMER SERVICE NUMBER 1-866-596-8455 WITHIN 24 HOURS OF DETERMINING THAT THE SERVICES ARE INTERRUPTED. A CREDIT WILL NOT BE ISSUED FOR ANY PERIOD THAT AT&T OR OUR AGENTS ARE NOT PERMITTED TO TEST OR REPAIR THE EQUIPMENT, SOFTWARE, OR SERVICES, OR ARE NOT PROVIDED ACCESS TO THE PREMISES TO CONDUCT SUCH TESTING OR REPAIR. A CREDIT WILL NOT BE ISSUED IF THE INTERRUPTION IS DUE TO A PROBLEM BEYOND AT&T'S OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S REASONABLE CONTROL, OR DUE TO THE FAILURE OF POWER, EQUIPMENT, SOFTWARE, OR SERVICES NOT PROVIDED BY AT&T, SUCH AS A VIRUS ON YOUR COMPUTER. AT&T AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM, ERROR FREE, OR WITHIN A REASONABLE PERIOD OF TIME.

EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE EQUIPMENT, SOFTWARE, AND SERVICES, AND DISCLAIM ANY IMPLIED WARRANTY, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH PARTICULAR STANDARDS. AT&T AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE MAKE NO REPRESENTATIONS, OR ENDORSEMENTS REGARDING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR ANY THIRD PARTY MATERIAL AVAILABLE THROUGH THE SERVICE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, AT&T EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AT&T AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE FROM ANY LOSS, DAMAGE, OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM YOUR VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR ACCOUNT.

Certain Equipment or Software may be subject to third-party warranties, which we may pass on to you at no additional charge. At our sole discretion, we may replace defective Equipment and materials on behalf of the third-party manufacturer, provided that you follow all applicable Equipment return procedures that we provide to you.

[Back To Top](#)

15. DISPUTE RESOLUTION.

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

a. Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes

arising out of, or related to, this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the American Arbitration Association's ("AAA") Supplementary Procedures for Consumer-Related Disputes, as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON, OR RESOLVED ON A CLASS-WIDE BASIS. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE BARRED BY THIS AGREEMENT AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES UNLESS SUCH DAMAGES OR FEES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND AT&T BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT.

b. Arbitration Information and Filing Procedures. Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your AT&T bill for the Services, or write to us at AT&T, P.O. Box 944078, Maitland, Florida 32794-4078, and give us an opportunity to resolve the dispute. Similarly, before AT&T takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or AT&T is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 134555 Noel Road, Suite 1750, Dallas, Texas 75240-6620 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org/>, or by contacting us at www.att.com/serviceguide/home or AT&T, P.O. Box 944078, Maitland, Florida 32794-4078. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Arbitrations under this Agreement shall be confidential as permitted by federal law. By notifying AT&T within twenty days after commencing an arbitration proceeding, you may elect to relieve both parties to the arbitration of confidentiality obligations.

c. Fees and Expenses of Arbitration. You must pay the applicable AAA filing fee when you submit your written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules, except as stated herein, for claims of less than \$10,000, you will only be obligated to pay a filing fee of \$20 and we will pay all of the AAA's other costs and fees. For claims between \$10,000 and \$75,000, you will pay a fee to the AAA of no more than \$375, and we will pay all of the AAA's other costs and fees. If you elect an arbitration process other than a document ("desk") or telephone arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. If you request such an alternative process, or for claims of \$10,000 or greater, AT&T will also consider, upon receiving your request and on a case-by-case basis, paying some or all of the AAA's fees and expenses that you would otherwise be allocated under the AAA's rules. You also may ask the AAA about the availability of a pro bono arbitrator and/or a waiver or deferment of fees and expenses from the AAA; more information about the AAA's rules and policies is available at the AAA's website, which is at www.adr.org. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If we prevail before the arbitrator, and if we show that you acted in bad faith in bringing your claim, then we may seek to recover the AAA's fees and expenses of the arbitrator from you.

[Back To Top](#)

16. MISCELLANEOUS.

a. No Third-Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control. Neither you nor we will be responsible to the other for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental

agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment. We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices. Notices from you to AT&T must be provided by calling the toll-free customer service number 1-866-596-8455 for the Service. Notice from you to AT&T via e-mail is effective as of the date that you send the e-mail. Notice from you to AT&T made by calling AT&T is effective as of the date that our records show that we received your call. AT&T's notice to you under this Agreement will be provided by e-mail to the e-mail address provided by you, by postings on our Web site at <http://www.att.net/dsl> or by U.S. mail. Notice from AT&T to you via e-mail is effective as of the date that we send you the e-mail.

e. Separability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Governing Law. This Agreement will be governed by the law of the State of New York, without regard to its choice of law rules, except that the arbitration provisions in Section 15.c. will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Service.

g. Entire Agreement. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in Section 17. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor AT&T is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

[Back To Top](#)

17. CHANGES TO THIS AGREEMENT.

This Agreement may only be changed in the manner provided for in this Section 17.

We may change this Agreement from time to time. With respect to price changes, we will provide notice as described in Section 6.k. With respect to other changes to the Agreement, we will notify you in advance of the changes by e-mail or U.S. mail. We will also post changes on our web-site at <http://www.att.net/dsl>.

IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS, OR CONDITIONS, YOU AGREE TO THOSE CHANGES.

[Back To Top](#)

[Terms and Conditions.](#) [Privacy Policy.](#)

© 2006 AT&T Knowledge Ventures All Rights Reserved.