



TERMS AND CONDITIONS

AT&T Worldnet® Service Agreement Effective Date - October 2005

Notice Regarding Standard AT&T Worldnet Service Agreement

Effective October 2005, AT&T Worldnet Service has updated the Standard Service Agreement to reflect changes to the Service. Please see Section 3 "AT&T Quality Customer Care", sub-sections d; and Section 6 "Requirements Regarding E-mail, Start Page, Eligibility, and Payment", sub-section on "Payment" for such changes.

Index to Service Agreement

1. [Acceptance of Terms](#)
2. [Key Terms](#)
3. [AT&T - Quality Customer Care](#)
4. [AT&T's Online Privacy Policy](#)
5. [Legal Conditions](#)
6. [Requirements Regarding E-mail I.D., Start Page, Eligibility and Payment](#)
7. [Our Rights and the Rights of Others](#)
8. [ABCs of AT&T Worldnetiquette](#)
9. [You're Responsible; Liability and Indemnification](#)

1. ACCEPTANCE OF TERMS

Welcome! Thank you for choosing **AT&T Worldnet®** Service as your gateway to the Internet. We hope you enjoy all the benefits of the **AT&T Worldnet** Service Web Site has to offer. We know you're anxious to begin using your Service, but before you do we encourage you to familiarize yourself with our [key terms](#), our responsibilities, and yours. This material, including all material reached through highlighted words or phrases (known as "hypertext links") and information found in the registration process, is the agreement that will apply to your use of the [Service](#). Please be sure to click on the highlighted hypertext links to view the additional terms and conditions of this agreement. You may also read all of these terms and conditions by continuously scrolling down through this entire document.

One more thing — from time to time we may revise this Service Agreement, so check the Agreement periodically by clicking on the "Terms and Conditions" link at the bottom of the **AT&T Worldnet** Service Web Site to [stay up to date](#). Your use of the Service will 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 Service Agreement and all of its Components**, you do not agree to be bound by the Service Agreement you should immediately exit registration or end your use of the Service, **cancel your account**, and return or destroy all copies of software provided by AT&T, including any third-party Software distributed by AT&T. Thank you again for relying on AT&T.

Our Responsibilities

We agree to:

- provide members with [AT&T-quality customer care](#);
- take steps to protect members' [privacy](#); and
- inform you of the [legal conditions](#) that apply to your use of **AT&T Worldnet** Service.

Your Responsibilities

You agree to:

- meet our [requirements regarding eligibility, payment, and your e-mail I.D.](#);
- preserve [our rights and the rights of others](#); and
- observe the [ABCs of AT&T Worldnetiquette](#).

[Back to top](#)

2. KEY TERMS

"AT&T Worldnet Service"/"Service"

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"

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.

"AT&T"/"we"/"our", and "us"

AT&T Corp., **AT&T Worldnet** Service and all other AT&T business groups and affiliates.

"Member "

A registered user of **AT&T Worldnet** Service identified in the account registration process.

"You"/"Your "

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.

"Third Parties who contribute to the Service"

AT&T's officers, directors, employees, agents, licensors, suppliers, distributors, and any third-party distributors of the Service 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)

"stay up to date"

To keep you informed of changes to this agreement, we'll notify you by posting the updated form of this agreement on the **AT&T Worldnet** Web Site, or by e-mail, by U.S. mail, or by posting a message to some area of the Service.

[Back to top](#)

3. AT&T-QUALITY CUSTOMER CARE

a. [Account Maintenance](#). If you are a member and you have any questions, need to resolve problems 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 the following methods:

Online Help:

- Using the **AT&T Worldnet** Help Web pages at <http://help.att.net>. From this site, you can access various aspects of online support including Account Assistance and Technical Support.

Using the Member Services Web Site at <https://memberservices.att.net>.

Write us:

AT&T Global Image Center

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

Call us:

1 800 400-1447

b. **Your Cancellation of Services.** You may cancel your **AT&T Worldnet** Service using any one of the following methods:

Online

Go to: <https://memberservices.att.net/> and follow the instructions.

Fax*

Send the request to 1-800-972-1126.

Mail*

Send a letter to:

AT&T Global Image Center

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

Phone

You can call us at 1 800 400-1447 and follow the prompts.

*** For all fax and written cancellation requests, please include the following information for security purposes:**

- Your full name
- Your home telephone number
- Your e-mail I.D. (example: yourname@Worldnet.att.net or yourname@att.net)
- The last five (5) digits of the credit card you use to pay for **AT&T Worldnet** Service with the expiration date.
- **And, if your AT&T Worldnet Service is billed with your AT&T Residential Long Distance Service, please include the account number that begins with the letter "P". If your AT&T Worldnet Service is billed to a credit card, you do not need to include your account number.**

c. **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:

Online

- Visit our **AT&T Worldnet** Service Help Web pages at:
<http://help.att.net/>

From this site, you can access online support including Account Assistance.

- You can chat with an agent at <http://helpchat.att.net>. The **AT&T Worldnet** Service Help newsgroups are public bulletin boards and are an excellent place to get help. The **AT&T Worldnet** Service newsgroups offer help that may not be covered by other support options. Topics like Personal Web Pages, Linux, Home Networking, and E-mail spam are supported via the Help newsgroups. For a complete listing of our help newsgroups visit: http://help.att.net/care/index/newsgroups_list.html.
- The **AT&T Worldnet** User's Reference desk (aka WURD) is dedicated to providing **AT&T Worldnet** members the very best information available about **AT&T Worldnet** Service and how to use third-party software. Visit the WURD site at <http://www.wurd.com>.

Phone

- You can call us at 1 800 400-1447 and follow the prompts.

Mail

- While we encourage you to use one of the methods described above to reach us, you may also communicate with us by sending a first class, postage paid letter via courier or US mail to:

AT&T Global Image Center

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

d. **E Mail 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 mailing address below:

Attn: Email Customer Service
AT&T Worldnet Service
4 Sperry Road
Fairfield, NJ 07004

AT&T Worldnet Service reserves the right to contact members with other important and general notices when necessary. For more information about AT&T Privacy Policy, please visit <http://www.att.com/privacy>.

e. **Other Communications.** While we encourage you to use one of the methods described above to reach us, you may also communicate with us by sending a first class, postage paid letter via courier or US 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

[Back to top](#)

4. AT&T's ONLINE PRIVACY POLICY

As an **AT&T Worldnet** 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. LEGAL CONDITIONS

There is a wide variety and quantity of information available through the Internet using **AT&T Worldnet** 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.

In the event that a legal dispute arises concerning this Agreement, please be aware that these rules apply:

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 www.adr.org <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 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](#)

6. REQUIREMENTS REGARDING EMAIL, START PAGE, ELIGIBILITY, AND PAYMENT

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 **AT&T Worldnet** Service 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.

Start Page: (this section applies only to i495 Offer, \$10.95 Plan and AT&T Internet Family Plan Guest Account members.)

By enrolling in the Service under the i495 Offer, or as an AT&T Internet Family Plan Guest Account holder, you agree that we can set your Internet access Start Page, and if we do, you will not be able to change the AT&T established Start Page.

Eligibility:

To become a member, 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.

Payment:

a. You must pay all charges related to your account (including 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) and provide all equipment necessary to use your Service. AT&T shall have the right to terminate or suspend your account for failure to pay your bill in a timely manner. In addition, upon advance notice, AT&T shall have the right to terminate or suspend your account for failure to pay AT&T for any current or prior services you may have or had with AT&T, including payments for late fees or any other required additional charges. AT&T shall have the right to use alternate means to collect unpaid charges to your account in the event of non-payment.

AT&T Worldnet Service is billed a month in advance. With respect to combined bill payment, this means your first bill, which you will receive in accordance with your AT&T Residential Long Distance Service bill cycle, includes your monthly AT&T Worldnet Service charges for a one month period which starts on the first day following the bill date of your AT&T Residential Long Distance bill. Regardless of payment method, 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.

Note: Unless otherwise stated, if we increase the price of your plan, we'll notify you and allow you to stay with your old plan for at least one more billing cycle.

b. Method of Payment. Unless you are registered under a plan offering a specialized payment method, 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 Worldnet** 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 combined bill or 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 Worldnet** 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 other paper bill payment arrangement. 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 Worldnet** 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. Therefore, at our option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by 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 **AT&T Worldnet** Service charges. We may assess an additional fee for any check returned for nonpayment. 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 attorney's fees and any other costs associated with collecting delinquent or dishonored payments.

In addition, if you have the combined bill option, you authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our checking and reporting personal and/or business payment and credit history. 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.

c. Please note:

- **Use of our 800 and 888 access numbers to reach the Service is NOT free.**
- If we change your price plan, we'll notify you and allow you to stay with your old plan for at least one more billing cycle.
- **Access Numbers/800 and 888 Numbers/Associated Costs.** 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. 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.**
- **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.
- **All billing functions are performed in Greenwich Mean Time (GMT)**

[Back to top](#)

7. OUR RIGHTS AND THE RIGHTS OF OTHERS

AT&T Worldnet Service 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 Worldnet Service 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 terminate sessions that exceed the maximum length even if you are actively using your connection. In the event your 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.

License

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 "re-export" 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 Microsoft® Internet Explorer browser and a message in the Help/About Internet Explorer box 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 1-800-WORLDNET 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 Avenue, Morristown, New Jersey 07962.

[Back to top](#)

8. ABCs OF AT&T WORLDNETIQUETTE

To maintain an informative and valuable service, AT&T has established the ABC's 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 ABC's. **Violation of these ABC's may also result in the termination or suspension of your account.** These ABC's 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

a. You understand and acknowledge that the Service is intended for your periodic and legitimately active use. **As a consumer-oriented dial-up service it is not intended, nor is it designed, to provide an "always on" or "always connected" capability. In order to make 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 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 session has been terminated for any reason, you may immediately dial back in to reconnect.

b. Members may register for multiple **AT&T Worldnet** Service accounts. Only one user may be logged into **AT&T Worldnet** Service for any single account at any time. In the event that more than one user is logged into an **AT&T Worldnet** 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.

c. You may not use your **AT&T Worldnet** Service dial-up connection to host a dedicated Internet server site.

d. Violation of these fairness principles may result in the termination or suspension of your account.

e. The restrictions in paragraphs a and b above may not apply to your use of the Service in connection with an **AT&T Worldnet** High Speed service offer via fixed wireless, cable or digital subscriber line service.

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. Messages posted to our help newsgroups must contain a valid **AT&T Worldnet** Service e-mail I.D. Anonymous postings are not allowed.
- d. You must abide by the terms and conditions applicable to your use of specific features of the Service that may be published on the **AT&T Worldnet** Web Site, 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 an **AT&T Worldnet** Service or **AT&T Worldnet** Service account, re-mailer, or otherwise through an AT&T service, using an **AT&T Worldnet** Service or **AT&T Worldnet** Service account, as a mail-drop for responses or in any way indicating to recipients that an **AT&T Worldnet** Service or **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 which 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 ABC's 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.

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 Worldnet** 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 1) transmissions over various networks; and 2) 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 Worldnet** Service's system, and members are required to do the same. You acknowledge and agree that AT&T Worldnet Service 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](#)

9. YOU'RE RESPONSIBLE; LIABILITY AND INDEMNIFICATION

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[Back to top](#)

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