

SBC Yahoo! Terms of Service

1. MEMBERSHIP AGREEMENT

The following Terms of Service (referred to as "TOS" or "Member Agreement") are between you, Yahoo! Inc. ("Yahoo!") and the SBC company providing your Internet Access. SBC Yahoo! DSL is provided by SBC Internet Services, Inc., SBC Yahoo! High Speed Internet U-verse Enabled is provided by your local SBC telephone company which is one of the following: Southwestern Bell Telephone, L.P., Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc, The Southern New England Telephone Company, and SBC Yahoo! Dial may be provided by any of the SBC companies listed above (hereinafter referred to as "SBC"). SBC and Yahoo! are collectively referred to as "SBC Yahoo!".

These TOS constitute a legal document that details your rights and obligations as a member (Member) of SBC Yahoo! Dial, SBC Yahoo! DSL, and/or SBC Yahoo! High Speed Internet U-verse Enabled (each referred to as the "Service"). SBC may assign these TOS and its rights and obligations pertaining to the provision of the Service, or parts thereof, to a parent or affiliated company without notice. Yahoo! may likewise assign these TOS, and its rights and obligations pertaining to the provision of the Service, or any parts thereof, to a parent or affiliated company without notice. All Members must accept these TOS as a condition of membership to the Service. For purposes of these TOS, "you" means the Member Account holder and each Sub Account holder or either of such account holders as the context requires.

Legal Authority. If you are an individual, you must be an adult of at least 18 years of age to enroll in the Service as a Member Account holder; and by accepting these TOS as a Member Account holder, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting these TOS as a Member Account holder, you confirm (through your duly authorized representative) that you are a corporation, partnership or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS; and you are also confirming that these TOS constitute a valid and binding obligation of yours.

Updates. These TOS may be updated or changed from time to time. You can review the most current version of these TOS at any time at: <http://sbc.yahoo.com/terms>. If SBC Yahoo! makes a change to these TOS and that change has a material impact on the Service, you will be provided notice of that change. Your continued use of the Service following such notice constitutes your acceptance of those changes. Please note that these TOS apply to you whether you pay a service fee directly to SBC Yahoo! or you receive the Service as part of an agreement between you and a third-party authorized to distribute or resell all or a portion of the Service.

Membership. When you accept these TOS and complete the registration process for the Service, you become the "Member Account" holder. You will be asked to choose a unique name for that account (your "Member ID"). You may create up to ten "Sub Accounts" (each of which will have a separate password and Member ID) under your Member Account for others in your household or business. Each Sub Account will also be required to accept these TOS and complete the registration process for Sub Accounts to become a Sub Account holder of the Service. Member Account holders are responsible for all activity on your Member Account and on any of the Sub Accounts. Violations of these TOS in a Member Account or in a Sub Account can result in suspension or termination of the Member Account and all associated Sub Accounts.

Additional Terms. When using particular services on the SBC Yahoo! web site, including certain premium services, you will be subject to posted guidelines or additional terms applicable to those services. In addition, certain services offered by Yahoo!, such as Bill Pay, Yahoo! Store and Yahoo! Site, are governed by additional agreements. The posted guidelines, additional terms or additional agreements (as applicable) will be provided to you when you use, sign up for or register for those particular services. Unless otherwise expressly noted, the services provided by Yahoo! are consumer services.

Combined IDs. The Member Account holder and each Sub-Account holder will be given the option to combine a unique Yahoo! ID with their account. Combination of your Service account with your Yahoo! ID will result in the linking of your Member ID with your Yahoo! ID.

Premium Services Defined."Core Premium Services" are those premium services that are included as part of your membership in the Service. "A La Carte Premium Services" are those premium services that you may optionally purchase over and above your Core Premium Services and are provisioned under your Member ID or combined Yahoo! ID.

*Termination of Premium Services and Benefits.*Core Premium Services, any discounts that are provided to Members of the Service on the purchase of certain additional A La Carte Premium Services, or any other benefits provided as part of the Service will terminate upon termination or discontinuance of your membership with the Service. All Core and A La Carte Premium Services, discounts, and other benefits provided as part of or in connection with the Service are subject to change at any time without notice. You may cancel a premium service at any time by calling Yahoo! Customer Service at (408) 349-5151.

Effect of Service Termination on A La Carte Premium Services.

a. **Combined Yahoo! ID.**

If you combined your Yahoo! ID with an account under this Service and then terminate your Service account, any A La Carte Premium Services you may have will remain in effect according to the terms applicable to each of those services. For a period of at least 90 days after the termination of your Service account, you will be asked to close your Member ID when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://sbc.yahoo.com>) using your Yahoo! ID or Member ID. If you do not close your Member ID within such period, we will automatically close your Member ID for you. After your Member ID is closed, you will be able to access your A La Carte Premium Services using your Yahoo! ID.

b. **No Combined Yahoo! ID.**

If you did not combine a Yahoo! ID with an account under this Service, then any A La Carte Premium Services that you purchased under your Member ID will terminate if you fail to transfer them to a new Yahoo! ID within 90 days after termination of your Service account. Unless and until they are terminated, any A La Carte Premium Services you may have will remain in effect according to the terms applicable to each of those services. Upon transferring your A La Carte Premium Services to a new Yahoo! ID, you will be able to access these premium services using your new Yahoo! ID. You will be given the option to transfer these premium services to a new Yahoo! ID, when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://sbc.yahoo.com>) using your Member ID within the transfer period. If you do not transfer these premium services to a new Yahoo! ID, we will terminate these premium services and you may lose some associated data that is stored in connection with such premium services, such as emails, photos, or briefcase data that are attributable to premium services that offer extra storage in the Yahoo! Mail, Yahoo! Photos, and Yahoo! Briefcase properties. Your Member ID will close when you transfer your A La Carte Premium Services or, if you fail to transfer them, at the end of the transfer period.

Note: Sub-Accounts with a combined Yahoo! ID will keep their A La Carte Premium Services under their Yahoo! ID when the Member ID of the Member Account holder is closed. Sub-Accounts with no combined Yahoo! ID will not have an opportunity to transfer their A La Carte Premium Services to a new Yahoo! ID after the Member ID of the Member Account holder is closed. Therefore, if Sub-Account holders wish to retain their A La Carte Premium Services and associated data, Sub-Account holders should make the election following the process in (b) above before the Member ID of the Member Account is closed.

2. **DESCRIPTION OF SERVICE**

*Description.*The Service includes a rich collection of resources provided by SBC Yahoo!, including various communications tools, forums, shopping services, search services, personalized content and branded programming that Yahoo! provides through its network of properties which may be accessed through various media or devices now known or hereafter developed, and SBC's broadband and narrowband Internet access service for retail consumers. Included with your basic membership fee, you receive certain services and content. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Yahoo! properties, shall be subject to these TOS. You understand and agree that the Service is provided "AS-IS" and that SBC Yahoo! assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

*Registration Discounts.*Your Service may also include discounts on A La Carte Premium Services not included with your basic membership fee. These discounts are not available to Sub Accounts. Discounts are applicable to services ordered from the SBC Yahoo! discount page. Discounts can not be refunded and are not applicable to any other SBC Yahoo! service. A La Carte Premium Services available for discounts may change without notice. All discounts will terminate upon cancellation of the Service and are non-transferable.

SBC Yahoo! DSL and High Speed Internet U-verse Enabled. SBC Yahoo! DSL and High Speed Internet U-verse Enabled are information services. These Services combine Internet access and applications from SBC with customized content, services and applications from Yahoo! to provide Members with high-speed broadband access to the World Wide Web.

User Discretion Advised. Please be aware that there may be certain areas on the Service that contain adult or mature content and are designated for persons over 18 years of age. You must be at least 18 years of age to access and view such areas, and care should be taken to prevent access by members of your household who are under that age.

3. CONNECTION TO THE SERVICES

Equipment & Software. Other than all software and hardware provided to you by SBC Yahoo! and any revised version thereof that you choose to use, you must provide all equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, you are responsible for the compatibility of your system with the Service. Any equipment that was not provided to you by SBC is not the responsibility of SBC, and SBC will not provide support and will not be responsible for ongoing maintenance or management of such equipment. Any SBC-provided modem will be either a new or a fully inspected, tested, and warranted return or repackaged unit.

Additional Equipment Information for SBC High Speed Internet U-verse Enabled Customers: SBC will provide to you certain equipment (including a Residential Gateway), required for your Service. You agree to rent the Residential Gateway, as part of your purchase of the Service and/or other U-verse services.

If SBC determines that any equipment is damaged SBC will repair or replace it as SBC deems necessary. You understand that repair or replacement of equipment may delete any content you had previously stored, may reset your personal settings or otherwise alter the functionality of your equipment. If the equipment was damaged due to your intentional acts or negligence as determined by SBC, you will be responsible for the price of repair or replacement. Any tampering with the equipment, including, for example, opening and attempting to modify the Residential Gateway, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended residential use, and not for any other purpose (such as on another SBC network, or on another provider's (non-SBC) network).

You will also be provided an Optical Network Terminal. Some Optical Network Terminals will require a battery back-up which will be provided at the time of installation. You are responsible for determining when the battery requires replacement (the battery has a visual and audible indicator to signal when the battery requires replacement) and for total cost of the replacement battery. Battery replacements can be obtained by calling the 800 number that appears on the power supply. Instructions and postage will be provided for the return of old batteries.

Upon termination of your Service, for whatever reason, you must return all equipment, undamaged, within twenty one (21) calendar days to SBC. If equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged for the value of the equipment. If all equipment is returned within six (6) months of termination, any fees charged for such equipment will be refunded (other than fees for damages). No refunds will be made for equipment returned after six (6) months from termination.

Toll Charges. SBC will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will SBC or Yahoo! be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the telecommunication company's or at SBC's discretion.

Operational Limits; Force Majeure. Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that neither SBC nor Yahoo! are liable for such interruptions. You further understand and agree that SBC Yahoo! has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of SBC and Yahoo! In addition, neither SBC nor Yahoo! will be liable for any failure of performance, if such failure is due to any cause beyond SBC or Yahoo!'s reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, sun spots, solar flares,

terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or suspension of existing Service in compliance with the state and/or federal law, rules and regulations, or delays caused by you or your equipment.

Speed. If the Service you have purchased is provided within a range of speeds (referred to herein as the "synchronization rate" or "synch rate"), the synch rate is measured between the network interface device at your home and the equipment in the telecommunication carriers' network that provides the broadband functionality. The Service will be provided, if at all, at least at the lowest synch rate speed within the range. There is, however, no guarantee or warranty that actual throughput from the Internet to your computer ("throughput speed") will be at or above the low end of the speed range. If the Service cannot be provided at the lowest synch rate in the range, either you or SBC may disconnect the Service without a termination charge to you. You will not receive a refund or rebate for the period during which you received the Service. If the Service you have purchased has an "up to" speed range (i.e. synch rate up to 384 Kbps, or up to 1.5 Mbps), there is no minimum synch rate guarantee and there is no guarantee or warranty that the Service will perform at the upper end of the synch rate range. Throughput speeds associated with some or all features of the Service (e.g., Usenet, email) may be limited at SBC's sole discretion, and such limitation will have no effect on whether the minimum speed is met.

Concurrent Use.

- a. SBC Yahoo! Dial. Your SBC Yahoo! Dial Member Account allows for up to two (2) simultaneous dial-up connections to the Internet. SBC reserves the right to prohibit any additional simultaneous connections.
- b. SBC Yahoo! DSL and SBC Yahoo! High Speed Internet U-verse Enabled. Your SBC Yahoo! Member Account allows for one broadband connection and one other simultaneous network connection (such as a dial-up line) for a total of two (2) simultaneous network connections to the Internet. SBC reserves the right to prohibit any additional simultaneous network connections. This policy does not prohibit multiple, private users from connecting to the Internet as allowed under these TOS over the same network connection using customer premise equipment such as a router or home networking equipment. Public Use connections are prohibited. For purposes of these TOS, Public Use means unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated to the Member either for profit or not for profit (referred to herein as "Public Use").

Service Visits. You will provide SBC and its subcontractors with reasonable access to your premises in order to install, maintain and repair the Service. You will be responsible for payment of service charges for visits by SBC or its subcontractors to your premises when a service request results from causes not attributable to SBC or its subcontractors.

IP Addresses. SBC Yahoo! DSL and SBC Yahoo! High Speed Internet U-verse Enabled Services are provided with either a dynamic Internet Protocol ("IP") address, a static IP address, or multiple static IP address service (as applicable) at SBC's sole discretion. The dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts. The static IP address or multiple static IP address service is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses. Except to the extent that you have selected the technician installation option when ordering Service, SBC Yahoo! is not responsible for providing support for the installation of any customer premise modem or router with your Service, and in no event will SBC Yahoo! be responsible for any ongoing maintenance or management of any customer premise modem or router with such Service. SBC Yahoo! is also not responsible for providing assistance in the configuration of a local area network with your SBC Yahoo! Service. Primary and secondary domain name service is only provided as part of the static IP address or multiple static IP address service through SBC Yahoo! DSL. In the event you are assigned a static IP address or multiple static IP addresses, the specific IP address(es) assigned shall be at SBC's discretion, and SBC reserves the right to change such IP address assignments at any time.

DSL-Specific Terms. If your Service includes SBC Yahoo! DSL, the following terms also apply to you:

- a. DSL, or digital subscriber line, means Asymmetrical Digital Subscriber Line ("ADSL"), Symmetrical Digital Subscriber Line ("SDSL"), ISDN Digital Subscriber Line ("IDSL") or any other variant of such technology that may be available (collectively, "DSL"), depending on the particular service ordered by you at the time you placed your order for the Service.
- b. SBC Yahoo! DSL consists of two elements: DSL transport and Internet access. SBC Internet Services obtains DSL transport service from its carrier affiliates, who are required to make contributions to the Federal Universal Service Fund (FUSF) to preserve and advance universal telecommunications services. Federal Communications Commission (FCC) regulations permit carriers to assess a surcharge on Internet Service Providers for recovery of contributions paid by the carrier to the FUSF. SBC Internet Services pays

such an FUSF recovery fee, and passes the recovery fee it pays through to you. This FUSF recovery fee will be billed by SBC Internet Services as a separate additional monthly charge to:

- i. For Members on existing term commitments as of December 18, 2005: While the FCC adjusts the specific contribution rate quarterly, Members on a term commitment as of December 18, 2005 will not be charged a FUSF cost recovery fee greater than the amount being charged at the time they sign up. The fee may, however, be adjusted downward. This fee is not a tax or government required charge. Once this initial Term has expired (or is cancelled), all new term and month-to-month plans are subject to the provisions of subsection (ii) below.
- ii. Beginning on December 19, 2005, Members signing up for, or renewing, term commitments, and Members who are on a month to month plan, will be charged the FUSF recovery fee, as described above, which may be adjusted quarterly, as determined by the FUSF contribution rate set by the FCC. This fee may be adjusted either upward or downward.

Alternative Access Technology. The high-speed transport, over which your Internet access will be provided, may be an alternate technology capable of sync rates (or access speeds) similar to those offered with our SBC Yahoo! DSL and SBC Yahoo! High Speed Internet U-verse Enabled Services. If you have purchased such an SBC Yahoo! High Speed Internet Access service, you will be bound by these TOS, unless otherwise specified in these TOS.

4. YOUR REGISTRATION OBLIGATIONS

All information that you provide to SBC Yahoo! must be accurate, including your name, address, credit or charge card numbers and expiration dates and any Service payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to SBC by clicking on the My Account link from <http://support.sbcglobal.net/> and to Yahoo! at <http://sbc.yahoo.com/account>.

Certain A La Carte Premium Services require a Yahoo! Wallet. If you do not yet have a Yahoo! Wallet, you will be prompted to complete the registration process and provide billing and other information before you can be provided those Premium Services.

Support+ Customer Service. SBC Yahoo! provides free basic customer care for Services purchased from SBC Yahoo! and covered under these TOS. However, SBC Internet Services also provides customers with a fee-based option for customer service and trouble-shooting associated with issues not related to these Services (e.g. help setting up your computer or troubleshooting problems with certain operating systems). Should you choose to purchase or subscribe to SBC's *Support+* service, you agree to be bound to the Terms & Conditions located at: www.sbc.com/supportplus. SBC reserves the right to change these Terms & Conditions from time to time in its sole discretion, with or without prior notice, by displaying the revised verbiage on www.sbc.com/supportplus. It is your obligation to periodically review the *Support+* Terms & Conditions. Your use of the *Support+* service following any such change (whether or not such changes are reviewed) constitutes your agreement to be bound by the Terms & Conditions as amended.

5. CHILDREN

Adult Supervision. SBC Yahoo! is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 will not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardians. When you add your child to your Member Account, in addition to certifying that you are least 18 years old, you are certifying that you are the legal guardian of the child/children you wish to add to your Member Account. By adding a child to your Member Account, you give your child permission to access all services accessible through the Service by children under 13 years of age with parental consent, including email, message boards, clubs, and instant messages (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the services and/or Content (as defined below) provided through the Service are appropriate for a minor. Minors who access the Service are assumed to have parental or guardian consent before accessing the Service.

Access Controls. SBC Yahoo! suggests that you take advantage of the access controls offered through the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors through either your Member Account or your Sub Accounts. However, SBC Yahoo! also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither SBC nor Yahoo! nor their licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither SBC nor Yahoo! nor their licensors guarantee the accuracy of such access controls, and you agree that you will not hold SBC Yahoo!

liable for any loss or damage of any kind incurred as a result of the use of such access controls.

Communications with Strangers. If you allow minors to access SBC Yahoo! features, please remind them of the dangers involved when corresponding or communicating with strangers or new acquaintances on the Internet (especially in Chat and Newsgroup rooms as well as when using email). It may also be wise to carefully note all Internet pen pals with whom minors frequently correspond.

6. SBC AND YAHOO! PRIVACY POLICIES

Registration data and certain other information about you is subject to the respective Privacy Policies of SBC and Yahoo! For more information, see <http://sbc.yahoo.com/privacy>.

7. ACCOUNT SECURITY

Member Duty. You will receive a password and Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following: (a) immediately notify SBC and Yahoo! if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to SBC Yahoo! by calling 1-866-SBC-DIAL (1-866-722-3425) for SBC Yahoo! Dial subscribers, 1-877-SBC-DSL5 (1-877-722-3755) for SBC Yahoo! DSL subscribers, and 1-866-648-8801 for SBC Yahoo! High Speed Internet U-verse Enabled subscribers; (b) ensure that you exit from your account at the end of each session; and (c) periodically change your password.

Member Responsibility. You are responsible for all use of the Service under the membership and for all fees and charges associated with or incurred under the membership, whether by the Member Account or Sub Accounts.

Assumption of Risk. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

8. FEES

Agreement to Pay. You agree to pay all fees and charges specified when you ordered your Service, including recurring and nonrecurring charges, taxes, fees and assessments applicable to the Service and the associated equipment (including but not limited to applicable installation and termination charges). In order to provide you with the Service, SBC may pay taxes, fees and surcharges to municipalities and other governmental entities, which SBC may pass on to you.

Commencement of Billing. Billing for the Service commences when SBC has activated the Service whether or not you register or use the Service. When billing commences, you will be billed for your first thirty (30) days of service and for applicable installation charges and equipment charges (including shipping and handling). Recurring charges for each month's Service will then be billed one month in advance. If you terminate your Service within the first thirty (30) days your charge will not be pro-rated. If you terminate after your first thirty (30) days, you will be charged for the pro-rated number of days for which you had service in that billing cycle, and will receive a credit for the remaining balance.

Credit Card Authorization. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. We reserve the right to stop accepting credit cards from one or more issuers. You hereby authorize SBC to charge and/or place a hold on your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these TOS are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize SBC and/or any other company who bills products or services, or acts as billing agent for SBC to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide SBC with updated credit card information upon SBC's request and any time the information you previously provided is no longer valid. You acknowledge and agree that neither SBC nor any SBC affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums

described herein may be charged, at SBC's option, to the account number provided for such automatic payment or electronic funds transfer plan.

*Method of Payment.*Your basic membership fees may be billed to your SBC billing account or charged to a charge card or a credit card. Additional fee services that are not included with your basic membership fee will be charged (by Yahoo!) to your charge card, credit card or Yahoo! Wallet. By authorizing SBC or Yahoo! to charge a credit or charge card, charge your Yahoo! Wallet, debit your account at your financial institution, or bill charges to your SBC billing account, you are authorizing SBC, Yahoo! or their respective designated representatives or agents to automatically continue charging that card (or any replacement credit card account if the original card is renewed, lost, stolen, or changed for any reason by the credit-issuing entity, and such entity informs SBC or Yahoo! of such new replacement card account), financial account, or billing account for all fees and charges associated with your membership.

*Bundled Product Offering.*If you purchased the Service as part of a bundled offering with one or more other products, including but not limited to EchoStar DISH Network, SBC U-verse TV, SBC local telephone service and features, SBC Long Distance and Cingular Wireless and are receiving a discount based upon that bundled offering, your discount may cease and you may be billed the standard monthly rate for the Service if you disconnect one or more of the services in the bundle.

*Late Payment.*Except for the installation charge, charges for equipment (including shipping, handling and taxes), which are billed after service commences, and the first month's recurring charge, all other charges are billed in advance of providing the Service. If any portion of payment is received after the late payment date, a monthly late charge may be charged to you. The monthly late charge will be administered according to standard SBC billing procedures and will not exceed the highest amount allowed by law. The late charge will be applied to the entire outstanding balance for each month or portion thereof for which the balance remains unpaid.

*Other Charges; Failure to Pay.*In the event you fail to pay charges, SBC is unable to bill you, or SBC is unable to bill outstanding sums for the Service to your credit card; SBC reserves the right to bill outstanding sums to your credit card or to your SBC billing account or to send an invoice directly to you. SBC may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse SBC for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You also agree to pay all current charges for the Service as well as taxes and fees assessed against you or SBC Yahoo! on the charges and all late payment, interest or other fees as stated on your bill. You will also be charged a fee for any check returned to SBC Yahoo! relating to the Service. SBC Yahoo! or SBC may modify its billing practices or late payment charges by providing you with prior written notice of the modification.

*Service Suspension/Termination.*Your service may be suspended or terminated if your payment is past due, if you violate the Acceptable Use Policy; or if you provide false or inaccurate information that is required for the provision of Service or is necessary to allow SBC to bill you for Service, and such condition continues unremedied for thirty (30) days. Billing will continue for your monthly charges while you have suspended service. If you are an SBC Yahoo! High Speed Internet U-verse Enabled subscriber with suspended Service, you will be charged a \$30.00 fee to restore such suspended Service.

*Changing Method of Payment.*Charges for SBC Yahoo! DSL may only initially be billed to your SBC telephone bill. If you bill your charges to your SBC Telephone Company telephone number, you may receive a special or discounted price for the Service. Changing your method of payment may cause the price of your Service to increase. Please read the terms of the offer under which you enrolled or call Customer Service at 1-866-SBC-DIAL (1-866-722-3425) for SBC Yahoo! Dial subscribers or 1-877-SBC-DSL5 (1-877-722-3755) before you change your method of payment.

*Fees & Charges.*SBC Yahoo! may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges. These new fees or charges will be implemented, in the case of a month-to-month Member, at the commencement of the next billing cycle after the change is effective, or in the case of a term Member, at the end of the term. All fees and charges are payable in accordance with billing terms in effect at the time the fee or charge becomes payable. If you signed up for service for a specified Term, SBC Yahoo! will automatically charge applicable month-to-month rate after the conclusion of your Term. Unless otherwise stated, all amounts are in U.S. Dollars.

*Bill Inquiries and Refunds.*If you believe you have been billed in error for the Service, please notify us within 60 days of the billing date by contacting Customer Service about the error. Customer Service can be reached at 1-866-SBC-DIAL (1-866-722-3425) for SBC Yahoo! Dial subscribers, 1-877-SBC-DSL5 (1-877-722-3755) for SBC Yahoo! DSL subscribers, 1-866-648-8801 for SBC Yahoo! High Speed Internet U-verse Enabled subscribers. SBC Yahoo! will not issue refunds or credits after the expiration of this 60-day period, except where required by

law or regulation.

If you believe you have been billed in error for supplemental access charges or other phone company charges, please contact your local SBC Telephone Company. If you believe you have been billed in error for charges for Yahoo! A La Carte Premium Services or extra fee features not included with your basic membership fee, please contact Yahoo! within sixty (60) days of the billing date at (408) 349-5151.

Cancellation. A Member who enrolls in a pre-paid annual membership plan may cancel his or her membership but will only be entitled to a refund as and if permitted under the terms and conditions of that plan. If you enrolled in a commitment term plan with SBC Yahoo!, you may cancel your plan before the end of your commitment term, but you may be subject to early cancellation fees and/or service fees (collectively "Termination Charges") associated with that plan.

Free Trials. If you are a Member who has enrolled in the Service as part of a "FREE" trial offer, please note that unless otherwise indicated by the specific offer, your free trial time must be used within one month of your enrollment in the Service. To avoid being charged for additional service, Members must cancel their membership before the end of that first month by calling the telephone number provided with the offer or 1-866-SBC-DIAL (1-866-722-3425) for SBC Yahoo! Dial subscribers or 1-877-SBC-DSL5 (1-877-722-3755) for SBC Yahoo! DSL subscribers. You are responsible for phone company charges to access the Service, service charges and supplemental access fees even during the "FREE" trial period.

Basic Telephone Service. If you have SBC basic telephone services -- such as Measured Business service or Residential service - these services will not be disconnected for nonpayment of charges for the Service. However, SBC Yahoo! may suspend your Member ID or discontinue the Service if charges are not paid which will result in the permanent loss of your Member ID. If your Service is cancelled as a result of your basic telephone service being disconnected for any reason, including non-payment for your basic telephone service, you may be subject to Termination Charges.

Telecommunication Charges. You are responsible for purchase and payment of network services (transport) needed for use of the Service. Any long distance, measured service or toll charges incurred by you to dial into the Service during your use of the Service will be your sole responsibility.

9. MEMBER CONDUCT

You agree that you will NOT use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including but not limited to an SBC or Yahoo! official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose;
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are

able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- m. "stalk" or otherwise harass another; or
- n. collect or store personal data about other users.

Attempts to Break Security. You understand and agree that any attempt to break security or to access an account that does not belong to you will be considered a material breach of these TOS, and such breach may result in suspension or termination of the Service and possibly referral to law enforcement authorities. Unauthorized access to the Service, restricted portions of the Service or the telecommunications or computer facilities used to deliver the Service is a breach of these TOS whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the Service, including Public Use, and you must take prompt remedial measures upon notice of breaches or potential breaches of security.

Acceptable Use Policy. Violations of SBC's Acceptable Use Policy ("AUP") may also be considered a material breach of these TOS and may also result in suspension or termination of the Service. SBC's AUP may be reviewed at <http://support.sbcglobal.net/legal/aup>.

10. INTERSTATE NATURE OF COMMUNICATIONS ON YAHOO! AND SBC NETWORK

When you register with the Service, you acknowledge that in using certain services to send electronic communications (including but not limited to email, search queries, sending messages to SBC Yahoo! Chat or SBC Yahoo! Groups, uploading photos and files to SBC Yahoo! Photos or SBC Yahoo! Briefcase, and other Internet activities), you will be causing communications to be sent through Yahoo!'s and SBC's computer networks, portions of which are located in California, Texas, Virginia, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of Yahoo!'s and SBC's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to these TOS, you acknowledge that use of the Service results in interstate data transmissions.

11. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

12. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Assumption of Risk. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials ("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 SBC Yahoo!, are entirely responsible for all Content that you upload, download, post, email, transmit or otherwise make available via the Service. Neither SBC nor Yahoo! control the Content posted via the Service and do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable; and you may be exposing others to Content that others find 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. You acknowledge that you may not rely on any Content submitted to SBC or Yahoo!, including, without limitation, information in SBC Yahoo! Message Boards, Yahoo! Groups, and in all other parts of the Service.

Limitation of Liability. Under no circumstances will either SBC or Yahoo! 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, emailed, transmitted or otherwise made available via the Service.

Removal of Content. You acknowledge that neither SBC nor Yahoo! pre-screens Content but that they or their designees will have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, SBC and Yahoo! will have the right to remove any Content that violates these TOS or is otherwise objectionable.

Preservation of Content. You acknowledge and agree that SBC Yahoo! may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of SBC Yahoo!, its users and the public.

Changes to Content. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; (b) changes to conform and adapt to applicable security requirements; and/or (c) changes to conform and adapt to technical requirements of connecting networks or devices.

Grant of License. SBC Yahoo! does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant SBC and Yahoo! the following world-wide, royalty free and non-exclusive license (s) as applicable:

- a. With respect to Content you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, you grant SBC and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.
- b. With respect to photos, graphics, audio or video you submit or make available for inclusion on any publicly accessible area of the Service other than Yahoo! Groups, you grant SBC and Yahoo! the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.
- c. With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Yahoo! Groups, you grant SBC and Yahoo! the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

Publicly Accessible Areas. "Publicly accessible" areas are those areas of the Service that are intended by SBC Yahoo! to be available to the general public. By way of example, publicly accessible areas of the Service would include Yahoo! Message Boards and portions of Yahoo! Groups that are open to both Members and visitors. However, publicly accessible areas of the Service would not include portions of Yahoo! Groups that are limited to Members, Yahoo! services intended for private communication such as Yahoo! Mail or Yahoo! Messenger, or areas off of the Service.

Digital Millennium Copyright Act. SBC Yahoo! may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act, and you expressly authorize SBC Yahoo! to comply with any and all lawful notices, subpoenas, court orders or warrants without prior notice to you.

13. INDEMNITY

You agree to indemnify and hold Yahoo!, SBC and their subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of these TOS, your violation of the AUP or your violation of any rights of another.

14. RESTRICTIONS ON USE AND PROHIBITION OF RESALE

No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP)). All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of SBC and/or Yahoo! as applicable. The Service is intended for access to and use of electronic mail, Usenet newsgroups, Internet relay chat, the Internet and any other proprietary or non-proprietary services that SBC Yahoo! makes available to its Members.

Restricted Use. You agree not to permit anyone else to use your Member Account and that each Sub Account may only be used by one member of your household or business. You agree that the Service is not to be used to host peer-to-peer applications that you are not actively using. You agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other Public Use of the Service, except for FreedomLink.

15. GENERAL PRACTICES REGARDING USE AND STORAGE

Community. SBC Yahoo! provides the Service to you as an individual as well as to the community of Service Members. In order to provide an accessible network for all, Members are expected to act as part of that community. High levels of activity on the Service reflect uses not in keeping with community objectives. Inappropriate uses of the Service include but are not limited to the use of the Service on an inactive basis, that is keeping your account active and online with SBC's (or its affiliate's) network without your actual interaction with or use of the Web browsing, interactive features, or email services provided by or through SBC Yahoo!; continuous and sustained excessive account activity; and the use of methods or automated programs to defeat systems that limit inactivity. Due to violations of community objectives through such or other inappropriate uses, SBC Yahoo! may do one or all of the following: seek a clarification of your activity patterns; automatically disconnect your session for such violations or for a period of inactivity, which period will be within SBC Yahoo!'s sole discretion; or cancel your Member Account.

General Practices & Limits. You also acknowledge that SBC Yahoo! may establish general practices and limits concerning use of the Service, including without limitation, limiting the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service; the maximum number of email messages that may be sent from or received by an account on the Service; the maximum size of any email message that may be sent from or received by an account on the Service; the maximum disk space that will be allotted on Yahoo!'s servers on your behalf; the maximum length of time that an IP address will be assigned for your use; the maximum throughput of traffic from the Internet or associated service (e.g., Usenet, email, web hosting) and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that neither SBC nor Yahoo! have responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of data communications over the Service, or for other Content maintained or transmitted by the Service. You acknowledge that SBC Yahoo! reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You further acknowledge that SBC and Yahoo! reserve the right to change these general practices and limits at any time without advance notice.

Unsolicited Email. You are expressly prohibited from sending the same or substantially similar unsolicited electronic mail message, whether commercial or not, to one hundred (100) or more recipients, and from posting to a newsgroup, bulletin board, or message board, the same or substantially similar unsolicited note, whether commercial or not, ten or more times per day through the use of the Service, SBC Yahoo!'s equipment, or in connection with any SBC Yahoo! email address, SBC Yahoo! domain name, or any SBC Yahoo! trademark or service mark. For each day that this provision is violated, SBC Yahoo! may assess a charge of \$50.00 per day for unintentional violations and \$500.00 per day for deliberate or repeated violations. Neither SBC Yahoo!'s demand, nor payment of these charges, will prevent SBC Yahoo! from terminating your Member Account (or any Sub Account connected to your Member Account) or pursuing other legal remedies SBC Yahoo! may have at law or in equity, including, without limitation, a lawsuit for monetary damages or obtaining an injunction or other forms of equitable relief. SBC Yahoo! will not be liable for its failure to enforce this restriction. Further, failure to enforce this restriction in one or more instances will not constitute a waiver of any or all of SBC Yahoo!'s rights to enforce this restriction with respect to subsequent violations.

16. MODIFICATIONS TO SERVICE

SBC Yahoo! reserve the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with or without notice. Should the

technology become available, SBC and its affiliates reserve the right to provision your Service over a different access technology and may do so without notice if such change(s) will not negatively impact the speeds for which you signed up or require new customer premise equipment. Without limiting the foregoing, SBC Yahoo! may post, or email, notices of changes in the Service. It is your responsibility to check our website and your SBC Yahoo! email address for any such notices. You agree that neither SBC nor Yahoo! will be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

17. TERM AND TERMINATION

Termination for Cause. SBC Yahoo! may immediately terminate all or a portion of your membership or suspend any or all individual Member's access to all or a portion of the Service, without notice, for conduct that SBC Yahoo! believes is: (a) illegal, fraudulent, harassing or abusive; (b) a violation of these TOS, any policies or guidelines posted by SBC Yahoo! on the Service (including the AUP); or (c) harmful to other users, Members, third parties, the Service, or the business interests of SBC Yahoo!. If SBC Yahoo! has terminated or suspended a portion but not all of your Service for the foregoing reasons, you will nevertheless be responsible for the all charges for the Service through the date of termination, and for any applicable Termination Charge. Use of a membership for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to the Member. Upon termination of your membership by SBC Yahoo! for any of the above-mentioned reasons, you will not establish a new membership in any SBC or Yahoo! Internet or Internet Access Service for a period of not less than five years from the date of termination. Upon termination of your membership, SBC Yahoo! will have no obligation to notify any third parties nor will SBC Yahoo! be responsible for any damages that may result or arise out of termination of your membership. Termination or suspension by SBC Yahoo! of service to a Member also constitutes termination or suspension (as applicable) of that Member's license to use the Software (as defined below).

Third Party Termination. If you have obtained the Service from a third party, your right to use the Service may be cancelled or suspended by such third party without notice from SBC Yahoo!. If you receive the Service as part of consolidated billing plan, the consolidated billing account owner may terminate your use of the Service and may access or reassign such account, including any stored email thereon, to another Member.

Use Limitation. SBC Yahoo! reserves the right to suspend or terminate your Service or to suspend or terminate any Member ID, electronic mail address, IP address, Universal Resource Locator or domain name used by you in the event it is used in a manner, which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of SBC, Yahoo!, or their respective parents, affiliates and subsidiaries; (v) violates the resale or restrictions on use provisions of this agreement or the SBC Acceptable Use policy, which may be amended from time to time, interferes with other Members' use and enjoyment of the Services provided by SBC and Yahoo!.

Termination - Legal Event. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes SBC Yahoo! to believe that these TOS and/or the Service provided hereunder may be in conflict with such rules, regulations and orders, SBC Yahoo! may suspend or terminate the Service, or terminate these TOS without liability. In the event SBC Yahoo! cannot arrange for reasonably comparable Service within a reasonable period of time (not less than 45 days) following such ruling, regulation or order; SBC Yahoo! may thereafter permanently terminate the Service and/or these TOS without liability.

Termination - Sub-contractor or Vendor Event. In the event an SBC Yahoo! subcontractor or vendor for the material features of the Service stops providing the Service (or any material features thereof) to SBC Yahoo! for any reason, SBC Yahoo! will have a reasonable opportunity to arrange for alternative subcontractors or vendors to continue the provision of the Service. In the event that SBC Yahoo! cannot arrange for reasonably comparable Service within a reasonable period of time (not less than 45 days) following such sub-contractor or vendor event, SBC Yahoo! may thereafter permanently terminate the Service and/or these TOS without liability.

Termination for Default. If you fail to pay any charge when due, including but not limited to installation charges, line service charges or taxes, or if you provide false or inaccurate information that is required for the provision of the Service or is necessary to allow SBC Yahoo! to bill you for the Service, and such condition continues unremedied for fifteen days, you will be in default and SBC Yahoo! may suspend your Service and Member ID or terminate the Service, and Termination Charges may apply. Upon termination of the Service, your Member ID will be permanently lost.

Term and Termination for Convenience. You agree to the specified term set forth in the promotional offer under which you purchased the Service, and to the Termination Charge if your Service is cancelled or terminated prior to the expiration of the term. In the absence of a specified term, the term for your Service will be month-to-month. At the end of the promotional term, the Service shall convert to a month-to-month term at the then-current

month-to-month rates.

Contacts to Terminate Service:

For SBC Yahoo! Dial subscribers: 1-866-SBC-DIAL (1-866-722-3425); for SBC Yahoo! DSL subscribers: 1-877-SBC-DSL5 (1-877-722-3755); for SBC Yahoo! Internet High Speed U-verse Enabled: 1-866-648-8801.

Termination Due to Loss of Line Sharing. SBC Yahoo! DSL is delivered over a retail telephone line provided by a telecommunications carrier through the use of DSL transport services (a process known as "line sharing"). If you change your provider of telephone service on the line that is used to provide the Service, add a feature or functionality to the line that is incompatible with the provision of DSL transport service on the line, or you terminate the telephone line, or if the telephone line is terminated by the provider for any reason; DSL transport services will no longer be provided and the Service will be discontinued. In such event, you will be responsible for any applicable Termination Charge. SBC Yahoo! is under no obligation to request a new telephone line or arrange for the line to be conditioned to support the DSL transport service.

DSL Transport Provided by Other Carriers. Some SBC Yahoo! DSL Service may be provided by other companies. In such event, SBC and Yahoo! remain responsible for providing the Service to you. If you change your provider of telephone service so that an SBC Telephone Company is no longer providing you any service, these TOS for SDSL or IDSL Service will terminate at SBC Yahoo!'s option and applicable early termination charges will apply.

Termination Charge for SBC Yahoo! DSL. If you purchased your Service for a specified term, your plan may provide for the waiver of various fees associated with the initiation of your Service and/or a reduction in the current monthly charge. Alternatively, if you decide to cancel your Service before the expiration of your term, you agree to pay a Termination Charge. This Termination Charge will also apply if your Service is discontinued, terminated or cancelled by SBC Yahoo! due to your violation of these TOS, the Acceptable Use Policies, your failure to pay for these Services, or if Service is discontinued due to loss of line sharing. For Members signing up for term commitments on or after November 1, 2005, a \$99 Termination Charge shall apply. Members who signed up for term commitments prior to November 1, 2005, will be subject to the Termination Charge applicable on the date their service was ordered.

Access to Yahoo! After Termination. Upon termination of your Service, you will no longer have access to the Yahoo! network using your Member ID. If you combined your Yahoo! ID with a Member ID, after termination of the Service you will not be able to access the Yahoo! account provisioned under your combined Yahoo! ID unless you close your Member ID (your Member ID will be closed automatically no fewer than 60 days after your Service account termination). If you did not combine a Yahoo! ID with your Member ID, after termination of the Service you will be given the option to transfer some of your Member account information (e.g. email, calendar, address book) to a standard Yahoo! account by creating a new Yahoo! ID. For at least 90 days after termination of the Service, you will be given the option to close your Member ID and, if applicable, to transfer certain account information to a new Yahoo! ID when you log in to Yahoo! at any Yahoo! "sign in" opportunity (including, <http://sbc.yahoo.com>) using your Yahoo! ID or Member ID. For users with a combined Yahoo! ID, once your Member ID is closed you may use your Yahoo! ID to access the Yahoo! account provisioned under the combined Yahoo! ID. For users with no combined Yahoo! ID and just a Member ID, if you fail to transfer your Member account information, you will no longer be able to access any of your Member account information. If you continue to access a Yahoo! account through a different Internet access provider after your Service account is terminated, then your use of your Yahoo! account after that time will be subject to the Yahoo! Terms of Service at <http://docs.yahoo.com/info/terms/>.

Note: Sub-accounts with a combined Yahoo! ID will be able to access the Yahoo! account provisioned under their combined Yahoo! ID when the Member ID of the Member Account holder is closed. After the Member ID of the Member Account holder is closed, Sub-Accounts who do not have a combined Yahoo! ID will not be able to transfer any of their Member account information to a new Yahoo! ID. Therefore, Sub-Account holders who wish to elect to transfer should make the election before the Member ID of the Member Account holder is closed.

Retention. SBC Yahoo! has no responsibility for retaining or delivering private emails that are located in a Member's email inbox at the time of that Member's suspension or termination, or that are addressed to such Member thereafter. After a Member's suspension or termination, SBC Yahoo! has no responsibility for retaining any data with respect to such Member, including without limitation address book, briefcase, or preference data.

18. DEALINGS WITH ADVERTISERS AND THIRD PARTIES

Advertising. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for SBC Yahoo! to provide the Service.

*Dealings with Advertisers.*Your correspondence or business dealings with or participation in promotions of advertisers found on or through the Service, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings are solely between you and such advertiser. You agree that SBC Yahoo! will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

*Third Parties.*If you are receiving Service as part of an agreement between you and a third-party whom SBC Yahoo! has authorized to distribute or resell all or a portion of the Service, SBC Yahoo! is not responsible for or bound by the terms of any agreement you may have with that third-party.

19. LINKS

The Service or third parties may provide links to other World Wide Web sites or resources. Because SBC Yahoo! has no control over such sites and resources, you acknowledge and agree that neither SBC nor Yahoo! is responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that neither SBC nor Yahoo! will be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

20. SBC YAHOO!'S PROPRIETARY RIGHTS

*No Conveyance.*Nothing contained in these TOS may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

*Acknowledgment of Third-Party Rights.*You acknowledge and agree that the Service and the Software (as defined below) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SBC, Yahoo! or advertisers; you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software in whole or in part.

21. SOFTWARE

*End User License Agreement.*If you have connected to the Service by downloading or installing SBC Yahoo!'s Internet software ("Software"), your use of that Software is subject to the End User License Agreement that accompanied that Software. Otherwise, SBC Yahoo! or its applicable third party licensors, grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SBC Yahoo! for use in accessing the Service.

*Software, Equipment Data and Settings.*SBC Yahoo! is not responsible in any way for any computer programs or devices intended for use in connection with the Software, the Service or the Internet even if such programs or devices are advertised or made available through the Service. Equipment Data and Settings: Regardless of whether the equipment used to access your Service (modem, gateway, etc.) is owned by you or SBC, SBC reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment data or settings.

*Export Limits.*None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By downloading or using the Software, you are agreeing to the foregoing and you

are warranting that you are not a "foreign person" or under the control of a foreign person.

Restricted Rights. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

NOTICE ABOUT AUTOMATIC SOFTWARE UPGRADES: SBC Yahoo!, or applicable third party licensors may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand that whether the equipment is owned by you or SBC, SBC Yahoo!, or the applicable third party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

22. **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND/OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SBC, YAHOO! AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
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- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE/AND OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
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- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

23. **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER SBC NOR YAHOO! NOR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SBC OR YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE AND/OR SOFTWARE; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/ OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (I.E., THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE AND/OR SOFTWARE, OR (f) ANY OTHER MATTER RELATING TO THE SERVICE AND/OR SOFTWARE.

YOUR SOLE REMEDY AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SBC OR YAHOO! IN CONNECTION WITH THE SERVICE AND/OR SOFTWARE IS THE CANCELLATION OF YOUR MEMBERSHIP AS PROVIDED IN THESE TOS.

24. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 22 AND 23 MAY NOT APPLY TO YOU.

25. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 22 and 23 again. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. SBC, Yahoo! and their licensors will not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and will not be responsible or liable for any trading or investment decisions made based on such information.

26. NOTICE

Unless otherwise specified in these TOS, notices to you may be made via either email or regular mail. SBC Yahoo! may also provide notices of changes to these TOS or other matters by sending email, displaying notices or links to notices to you generally on the Service, or by posting material on <http://sbc.yahoo.com>. It is your responsibility to check the SBC Yahoo! website and your SBC Yahoo! email for such notices.

Unless otherwise specified in these TOS, notices by Members to SBC and Yahoo! must be given by calling: for SBC Yahoo! Dial subscribers: 1-866-SBC-DIAL (1-866-722-3425), for SBC Yahoo! DSL subscribers: 1-877-SBC-DSL5 (1-877-722-3755), and for SBC Yahoo! High Speed Internet U-verse Enabled subscribers (1-866-648-8801); LEGAL NOTICES must be given by letter delivered by first class US mail to SBC Yahoo!, PO Box 204089, Austin, Texas 78720-4089.

27. TRADEMARK INFORMATION

The YAHOO!, Yahoo! logo, YAHOO! (in Chinese Characters), YAHOO!LIGANS!, Yahoo!ligans! logo, Jumpin' Y Guy logo, DO YOU YAHOO!?, Y!, Y! logo, MY YAHOO!, Y! and Star logo, YAHOO! YODEL, YAHOO! EVERYWHERE, YAHOO! GROUPS, YAHOO! MAIL OUTPOST, YAHOO! VISION, Eyeballs logo, 12 DAYS OF GIVING, 1800MYAHOO, ACCENTRIC, BETTER JOBS FOR A BETTER LIFE, BINGO, BROADCAST.COM, CAMP YAHOO!, CORPORATE YAHOO!, CYBERSET, EGROUPTS, FANTASY CAREERS, FOR ALL THAT SURFING YOU NEED THE RIGHT BOARD, FORTIFIED WITH YAHOO!, FUTUREBUILDER, GAMEPROWLER, GameProwler logo, GEOCITIES, GeoCities logo, GEOCITIES (in Chinese Characters), GET LOCAL, Hexagon Design, HOPE FOR THE HOLIDAYS, HOTJOBS, HOW DO YOU MOVE YOUR MONEY?, HUMAN COUPON, IMVIRONMENTS, INKTOMI, INTERNET AT THE SPEED OF YOU, INVOLVEMENT BRANDING, IPO ROW, JT'S BLOCKS, LIVING ROOM ACTIVE, MATCHCAST, NAVAL COMMAND, PERMISSION MARKETING, PERSONAL EDGE, PERSONAL NOTES HOSTED BY DAVE KOZ, RESLEX, RESUMIX, ROCKETMAIL, SAFETY SHIELD, SCALING THE INTERNET, SHOPFIND, SOFTSHOE, SPORTSTREAM and Design, Star Design, STATTRACKER, THE BIG PICTURE, THE EXPERIENCED PROFESSIONAL'S JOB BOARD, THE ORIGINAL TEXAS YA-HOO CAKE CO. and Design, THE WEB'S HOTTEST JOBS, TOKI TOKI BOOM, TRAFFIC CONTROLLER, TRAFFIC SERVER, TURN IT ON, VALUELAB, VIVASmart, WEB CORPS, Web Corps logo, WORD RACER, WORDAHOLIC, WORKWORLD, WWW.HOTJOBS.COM, YEF, and YOUR HOME ON THE WEB trademarks and service marks, and other Yahoo! logos and product and service names, are each trademarks of Yahoo! Inc. (the "Yahoo! Marks"). Without Yahoo!'s prior written permission, you agree not to display or use in any manner, the Yahoo! Marks.

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28. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

SBC Yahoo! respects the intellectual property of others, and we ask Members to do the same. SBC Yahoo! may terminate the Service of any Member found to have infringed the copyrights of others and, in such a case, Termination Charges may apply.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent
c/o Yahoo! Inc.
701 First Avenue
Sunnyvale, CA 94089
By phone: (408) 349-5080
By fax: (408) 349-7821
By email: copyright@yahoo-inc.com

General Counsel
SBC Internet Services
1010 N. St. Mary's, 14th Floor
San Antonio, TX 78215
E-mail: copyright@sbis.sbc.com
By Phone: (210) 246-8600
By Fax: (210) 246-8699

29. GENERAL INFORMATION

These TOS, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between SBC Yahoo! and you. These TOS govern your use of the Service, superceding any prior agreements between you and Yahoo! or SBC with respect to the subject matter of these TOS. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo!, SBC or affiliate services, third-party content or third-party software. These TOS and the relationship between you and SBC Yahoo! will be governed by the laws of the State of California without regard to its conflict of law provisions. You and SBC Yahoo! agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California. The failure of SBC Yahoo! to exercise or enforce any right or provision of these TOS will not constitute a waiver of such right or provision. If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TOS remain in full force and effect. You agree that, except as otherwise expressly provided in these TOS, there shall be no third party beneficiaries to this agreement. You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents

therein permanently deleted. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles and paragraph headings in these TOS are for convenience only and have no legal or contractual effect.

30. **VIOLATIONS**

To report violations of these TOS, please go to: <http://help.sbcglobal.net/servabuse.php>, or e-mail us at: abuse@sbcglobal.net.