

## Appendix A – Analysis of Terms of Service for Major Internet Access Providers

### AT&T

An analysis of AT&T's Subscriber Agreement and Acceptable Use Policy (AUP) reveals a wide variety of limitations placed on customers.

AT&T:

- Retains the power to monitor any and all traffic.
- Declares the right to block and remove any content.
- Reserves the right to terminate service for interfering with the "integrity" of the network.
- Monitors the transmission speed and can modify it at any time.
- Does not guarantee a minimum Internet speed.

*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.*

*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.*

-AT&T DSL Service Subscriber Agreement

AT&T provides itself with far-reaching powers over a customer's Internet connection. The company can not only monitor all traffic routed through its lines, but also can block any content they deem "objectionable" or "offensive," and terminate a customer's account if the content originated with them. AT&T, "in its sole discretion," also reserves for themselves the right to "refuse, block, move or remove any Content that is available." They also assert their ability "at any time, with or without prior notice to you" to restrict or suspend the service "to maintain session control."

Although the most concerning language in the terms center around AT&T's ability to play gatekeeper, other features may also weigh on a customer's purchasing decision because they implicate service price and quality. Consumers who spend the time and energy to comb through these agreements would discover that they will be subject to a \$39.99 activation fee, that AT&T will obtain a customer's credit information, and that if a customer cancels in the middle of a billing term the final bill will not be prorated. Furthermore, AT&T reveals it does not guarantee a minimum Internet speed and can even change a customer's current connection speed at any time and without notice.

Through their legal terms, AT&T exerts an unacceptable level of control over their customer's Internet usage. Many of the facts buried in these documents are likely to play a role in consumer purchase decisions. Many would anger consumers, such as an activation fee or paying a full month's bill after two weeks of service.

## Verizon

Verizon, as outlined in their Terms of Service Agreement, has many unreasonable restrictions that are for the most part unbeknownst to customers.

Verizon:

- Reserves the right to refuse, move, or remove any content that the company determines is “objectionable”.
- Insists on having “sole discretion to deny or restrict...suspend or terminate” a customer’s Internet service.
- Monitors a customer’s Internet connection.
- Retains the power to increase the cost or terminate Internet service if a customer cancels their Verizon telephone service.
- Asserts the right to deny service or terminate existing service for many reasons including if a customer:
  - o Generates excessive amounts (as determined by Verizon) of Internet traffic,
  - o Uses the service in a way that is “objectionable”,
  - o Transmits information that is “defamatory” or “deceptive”,
  - o Uses any name or mark of Verizon as a hypertext link to any Web site, or
  - o Uses the service to “violate any rule, policy or guideline of Verizon”.

*Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable*

-Verizon Terms of Service

Verizon through its Terms of Service exerts tremendous power over customers. By insisting on the authority to monitor and block or remove any content that Verizon determines “in its sole discretion...is objectionable,” Verizon holds a firm grip over the online activities and even speech of its customers. Furthermore, a Verizon customer can be denied service for any number of reasons. The most egregious is worth quoting in full: “Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service, without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement.”

Verizon also “reserves the right to change any of the features, Content or applications of the Service at any times with or without notice to you.” Many consumers would certainly find utility in knowing that Verizon can change any aspect of what is being marketed at any time. Verizon goes on to highlight specific circumstances that they believe warrant service termination. A particularly chilling cause for termination is by violating “any rule, policy or guideline of Verizon.” A customer is forced to guess what all these rules, policies and guidelines are. Other acts that give Verizon the right to terminate an account

include to using the service in a way Verizon deems “objectionable”, “engage in conduct that is defamatory”, and “generate excessive amounts of Internet traffic”. The last restriction is more concerning when considering Verizon never tells customers what constitutes excessive, only that a customer “may not exceed the bandwidth usage limitations that Verizon may establish from time to time”.

Verizon also employs a number of strategies to keep preserve a customers monthly payments. For example, if a consumer decides to purchase both Internet and telephone service through Verizon and then decides to do away with their Verizon landline phone for Skype, Verizon states they can “terminate your service” and “you agree to pay any higher monthly fee that may apply to your new service agreement”.

Through their terms of service, Verizon exerts an unacceptable level of control over their customers Internet activities. Given their placement, format and lack of visibility of their legal policies, this control is not adequately disclosed to consumers yet includes numerous facts that could weigh on a consumer’s view of the service.

## Qwest

An analysis of Qwest’s Subscriber Agreement and Acceptable Use Policy exposes a number of controls placed on consumers who choose to use the service.

Qwest:

- Monitors material accessed through their service.
- Retains the power to block any “defamatory” or “inappropriate” material.
- Asserts the right to restrict use for a variety of reasons.
- Restricts you from connecting any equipment without approval.

*Qwest may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed*

*You may not attach or connect anything to the Qwest facilities or equipment unless authorized by Qwest*

-Qwest Subscriber Agreement

Qwest includes numerous assertions of power that would likely make consumers wary of the service if known. For example, Qwest asserts for themselves the right to “restrict your use of or interrupt the Service without notice ... to ensure the provision of acceptable service levels to all Qwest customers.” Subscribers may receive no further information as to how their service may be restricted. Customers are also subject to suspension or termination if, “as reasonably determined by Qwest”, they transmit material or engage in activity deemed “inappropriate”. This presumes a substantial ability to monitor and restrict consumer speech on the Internet. Few customers are likely aware that Qwest claims the right to monitor a customer’s connection for content at all, let alone at any time Qwest sees fit. And, any information discovered through such monitoring may be disclosed when “Qwest reasonably determines that it is necessary,” including to “protect itself”.

This control also extends to equipment. Qwest states that a customer “may not attach or connect anything to the Qwest facilities or equipment unless authorized by Qwest.” If a customer does so, Qwest can remove them and the customer’s service “may be suspended or terminated.” In fact, the litany of assertions by Qwest covers almost every aspect of the service. Rather than provide clear and comprehensible disclosure, consumers are expected to process and interpret numerous complex documents if they would like to be aware of the various restrictions attached to their connections or to understand the broad rights retained by Qwest. This is an unacceptable situation for consumers who are forced to subscribe to Qwest service for lack of any other options, and for those “fortunate” enough to choose between Qwest DSL and cable modem service.

## Comcast

An analysis of Comcast's legal policies reveals that the company places a variety of unreasonable restrictions on customers. However, it is worth noting the company improved the *format* of its acceptable use policy. These changes were due, in large part, to the consumer anger and subsequent Commission investigation of the Company's hidden blocking of peer-to-peer connections.

Comcast:

- Retains the power to block any content it deems inappropriate or undesirable.
- Asserts the right to change the rates, functionality, hours of availability, speed and upstream/downstream bandwidth limitations without notice.
- Monitors bandwidth, usage, transmissions, and content including email and IP audio and video.
- Reserves the right to terminate service based on Comcast's sole judgment that a customer represents an overly large burden on the network.

*Comcast shall have no obligation to monitor postings or transmissions made in connection with HSI. However, you acknowledge and agree that Comcast and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content... We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.*

- Comcast Acceptable Use Policy

Comcast reserves the right to block any content it deems to be inappropriate or undesirable. To do so, Comcast must also provide themselves with the ability to monitor transmissions or postings "including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions". Further, if Comcast, in its sole judgment, deems a customer to be an "overly large burden on the network" or to exceed the bandwidth limitations (where Comcast's determination is not disputable), they can suspend or terminate service. Comcast also provides itself broad rights regarding changes to service:

Subject to applicable law, we have the right to change our Services, Comcast Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations...if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

While Comcast has improved, to some extent, the format in which this information is presented, most customers are still unaware of the numerous restrictions and lack of rights that come with the service. Certainly, this information is of interest to prospective customers, and is not adequately disclosed.

## Time Warner Cable

An examination of Time Warner Cable's Subscriber Agreement and Acceptable Use Policy reveals excessive restrictions on a customer's service.

Time Warner Cable:

- May terminate a customer's service for "any or no reason".
- Reserves the right to modify or delete any aspect of the Internet service including content.
- Retain the ability to change the speed of any service tier with customer acceptance coming from continued use.
- Monitors a customer's usage to ensure compliance and manage the network.
- Asserts the right to suspend or reduce the speed of Internet service.
- Reserves the right to edit, block or remove any "unacceptable" material.
- Disallows transmitting content that infringes on the dignity of others.

*I agree that TWC or ISP may change the speed of any tier by amending the price list or Terms of Use. My continued use of the HSD Service following such a change will constitute my acceptance of any new speed. I also agree that TWC may use technical means, including but not limited to suspending or reducing the speed of my HSD Service, to ensure compliance with its Terms of Use and to ensure that its service operates efficiently.*

*Either TWC or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.*

- Time Warner Cable Subscriber Agreement

Time Warner Cable through their subscriber agreement and acceptable use policy asserts the right to monitor and control consumer usage however they see fit. The cable provider can "modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements)". In addition, Time Warner Cable may "change the speed of any tier by amending the price list or Terms of Use." The customer, through their "continued use" of the Internet service, consents to these changes. Time Warner Cable can reduce or suspend the speed of a customer's Internet access to ensure that "its service operates efficiently".

By granting themselves the right to monitor a customer's "usage patterns", Time Warner Cable opens the door to peer into a user's online activities. And while monitoring consumer speech online, Time Warner Cable asserts the right to terminate service for numerous online activities. A customer would violate Time Warner Cable's acceptable use policy by transmitting any materials that infringe on the "dignity of others". Moreover, Time Warner Cable can terminate a customer's Internet access "for any or no reason". The company also claims the "right...to edit, refuse to post or transmit...or remove or block any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material is unacceptable". This material includes "personal home pages".

Another provision of considerable interest to customers is Time Warner Cable's asserted right to spam its customers. By activating service they "consent to TWC emailing me, at any address...that I provide...for any purpose, including the marketing of TWC's current and future Services." The same goes any phone numbers provided to the cable operator. Time Warner Cable makes clear that being included in "any state or federal "do not call" registry will not be sufficient" to escape these marketing calls.

Through their Subscriber Agreement and Acceptable Use Policy, Time Warner Cable exerts considerable power over customer activities. In order to be conscious of these restrictions, a subscriber must sit down with a magnifying glass, good lighting and a great deal of patience. This situation is unacceptable for consumers who are routinely surprised by charges and restriction, let alone marketing calls.

## AT&T Wireless (Mobile and Fixed)

An examination of AT&T Wireless’s legal terms reveals excessive restrictions on a customer’s service.

AT&T Wireless:

- Disallows using access for everything but the “most common uses” as defined by AT&T.
- Reserves the right to modify or deny any aspect of the Internet service.
- Retains the ability to “exercise editorial control over any material transmitted”.
- Monitors its customer’s online activities.
- Asserts the right to “modify or discontinue” the service without notice.
- Reserves the right to suspend or terminate subscribers who “interfere with the integrity” of the network or “otherwise pose a risk to AT&T”.
- Disallows using the service to transmit “deceptive”, “inflammatory...or otherwise harmful” content, as defined by AT&T.

*Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network*

-AT&T Wireless Terms and Conditions

*AT&T reserves the right to act immediately and without notice to suspend or terminate IP Service(s)...when AT&T determines, in its sole discretion, that the conduct may... cause harm to or interfere with the integrity or normal operations of AT&T's network(s) or facilities...[or] otherwise present a risk of harm to AT&T*

-AT&T Terms of Service & Acceptable Use Policy

AT&T Wireless (or AT&T) assumes overarching power of its customers’ mobile wireless service. The Company states unequivocally that “data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access”. AT&T goes on to state “You may not use the Services other than as intended by AT&T”. The Company reserves the ability to “monitor your compliance...with AT&T’s terms, conditions, or policies.” This practice leads AT&T to “terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited”.

AT&T’s fixed wireless service (Wi-Fi) similarly states customers cannot transmit material that AT&T deems “offensive or threatening”. The company also reserves the right “to monitor or exercise any editorial control over such material”. AT&T retains sole discretion to suspend or terminate service for conduct deemed to cause network harm, interfere with other’s use of the service or “otherwise present a risk of harm to AT&T”. Going one step further, AT&T states that customers are responsible for checking the AT&T website or AT&T email address for any changes to these terms.

Clearly, regardless of the service, AT&T ensures it has the ability to do whatever it likes, while customers retain no such luxury.

## Verizon Wireless

An analysis of Verizon Wireless's legal terms policy reveals numerous restrictions on a customer's service.

Verizon Wireless:

- Chooses which online services customers can enjoy.
- Reserves the right to modify, deny or terminate service to anyone Verizon believes "adversely impacts our network."
- Reserves the right to eliminate any information transmitted that it deems "unacceptable".
- Monitors customer's transmissions including content.
- Asserts the right to "limit, suspend or end your service" for any "good cause".
- Reserves the right to "temporarily limit your service for any governmental or operational reason".

*[W]e reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network*

*You can use our Data Plans and Features for accessing the Internet and for such uses as: (i) Internet browsing; (ii) e-mail; (iii) intranet access (including accessing corporate intranets, e-mail and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).*

-Verizon Wireless Terms and Conditions

Verizon Wireless includes numerous restrictions and admissions in the legal documents subscribers ostensibly agree to. Unfortunately few subscribers are aware of such facts. Verizon Wireless outlines the specific uses that customers should expect from the service and provides examples of the many uses that are prohibited. The company provides itself numerous excuses to "limit, suspend or end your service" including for any "good cause". Verizon Wireless goes further to reserve "the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable".

Many subscribers would like to know the litany of egregious terms included in these agreements before choosing service. However, as these terms are largely incomprehensible, consumers are afforded no such opportunity. Instead, they discover these limits to their rights when Verizon Wireless decides to employ them.

## **AT&T:**

The following are excerpts from AT&T's DSL Subscriber Agreement [*emphasis added and removed*], available at: <http://worldnet.att.net/general-info/terms-dsl-data.html>

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

**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.**

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

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

### **ABCs OF AT&T WORLDNETIQUETTE**

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

**You may not use your Service connection to host a dedicated Internet server site.**

**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.

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

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 following are excerpts from AT&T's Acceptable Use Policy [emphasis added and removed], available at: <http://www.corp.att.com/aup/>**

**General Prohibitions: AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.**

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

AUP Enforcement and Notice

**Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of Customer's IP Services.** When feasible, AT&T may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

**AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines, that the conduct may:** (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) **cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected,** (3) **interfere with another AT&T Customer's use of IP Services or the Internet** (4) violate any applicable law, rule or regulation, or (5) **otherwise present an imminent risk of harm to AT&T or AT&T Customers.**

AT&T has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, **AT&T may monitor content of any such materials as necessary** to comply with applicable laws, regulations or other governmental or judicial requests; or **to protect the AT&T network and its customers.**

## **Verizon:**

The following are excerpts from Verizon's Terms of Service [*emphasis added and removed*], available at: [http://www.verizon.net/policies/vzcom/tos\\_popup.asp](http://www.verizon.net/policies/vzcom/tos_popup.asp)

From time to time we will make revisions to this Agreement and the policies relating to the Service. **We will provide notice of such revisions by posting revisions to the Website Announcements page, or sending an email to your primary verizon.net email address, or both. You agree to visit the Announcements page periodically to review any such revisions.** We will provide you with at least thirty (30) days notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8.1(a)-(d)); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. **By continuing to use the Service after revisions are effective, you accept and agree to abide by them.**

Restrictions on Use. The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single Verizon-issued IP address. **You also may not exceed the bandwidth usage limitations that Verizon may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.**

Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors. **We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.**

Changes to your local voice telephony service. **If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Verizon voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan.** If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any early termination fees and to apply the Equipment return terms under Section 9.

Conversion from DSL Service to Verizon FiOS Internet Service. **When Verizon is able to provision Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location.** In such case, we will offer you Verizon FiOS Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms.

Changes to Service or Features. **Verizon reserves the right to change any of the features, Content or applications of the Service at any time with or without notice to you.** This includes the portal services we may make available as part of the Service or for an additional charge.

Termination and/or Suspension by Verizon. **Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement.** If Verizon terminates your Service under this Section 9.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 8.5, 9.1.1, or 9.1.2. If the termination is a result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.

Content and Data Management by Verizon: **We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server.** We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

Monitoring of Network Performance by Verizon. **Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network.** We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. **You agree to permit us to access your**

**computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Verizon's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time.** We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents.

**You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, Verizon may present you with an advanced web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message.** Verizon's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive AWS Pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on our AWS Page.

**You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.**

**VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.**

**You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.**

ATTACHMENT A  
ACCEPTABLE USE POLICY

**General Policy: Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by**

**Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").**

Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) **engage in conduct that is defamatory, fraudulent, obscene or deceptive**; (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) **engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users**; (i) **generate excessive amounts of email or other Internet traffic**; (j) **use the Service to violate any rule, policy or guideline of Verizon**; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) use the Service in Cuba, Iran, North Korea, Sudan and Syria or any other E:1 Country as designated by the Department of Commerce.

Usenet Policy and Posting Restrictions. **Verizon Usenet may not be accessed via any other network. You may open no more than five simultaneous connections to newsgroups at any one time. We reserve the right in our sole discretion, with or without notice to you, to add or subtract Usenet Newsgroups and to modify or restrict the bandwidth available to download content from our Usenet Newsgroup services, or to suspend or terminate our Usenet Newsgroup services (or portions thereof) at any time, with or without notice.**

**Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.**

## **Qwest:**

The following are excerpts from Qwest's Subscriber Agreement [*emphasis added and removed*], available at:

[http://www.qwest.com/legal/highspeedinternetsubscriberagreement/files/HSI\\_Subscriber\\_Agreement\\_ENG\\_v22\\_090909.pdf](http://www.qwest.com/legal/highspeedinternetsubscriberagreement/files/HSI_Subscriber_Agreement_ENG_v22_090909.pdf)

Qwest Facilities and Equipment to Provide Service; Licenses. Certain Qwest facilities and equipment used to provide you high-speed Internet service may be located on your premises. These facilities and equipment are the property of Qwest and must be installed, relocated, rearranged, tested, inspected, and maintained only by Qwest. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. **You may not attach or connect anything to the Qwest facilities or equipment unless authorized by Qwest. Any unauthorized attachments or connections may be removed or disconnected by Qwest and your Service may be suspended or terminated as a result.** You agree to provide Qwest access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. Qwest is not liable for defacement or damage to your premises resulting from the existence of Qwest facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of Qwest negligence. You may be required to provide, install, and maintain, at your expense, certain items such as appropriate space and power, and rights or licenses, to receive high-speed Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trench (for purpose of providing entrance facilities into multi-unit housing complexes, commercial properties or business developments to reach points of termination).

Traffic Allowance. Traffic limits are located at <http://sitecontrol.qwestoffice.net>. **If you exceed your traffic allowance, you will be charged a traffic overage charge depending on the resources utilized, and you may be given the option to either (a) reduce the resources used to an acceptable level, or (b) upgrade your Service to a higher priced plan.**

Limits on Use. **You agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose if your Service is a residential service, or in a way that impacts Qwest network resources or Qwest's ability to provide services.** You agree not to: (i) offer public information services (unlimited usage or otherwise), (ii) permit more than one dial-up log-on session to be active at one time, or (iii) permit more than one high-speed Internet log-on session to be active at one time, except if using a roaming dial-up account when traveling, in which case 2 sessions may be active.

A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity (“WiFi”) hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by Qwest. **You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents Qwest’s ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot).** You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, etc. **Qwest may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all Qwest customers.** Qwest is not responsible or liable for any Service deficiencies or interruptions caused by such events.

Monitoring and Testing the Service. **Qwest may, but is not obligated to, monitor the Service.** You are responsible for monitoring your accounts for access to newsgroups and Web sites that may contain improper material. You will notify Qwest of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. Qwest may also test Service for maintenance purposes to detect and/or clear trouble.

No Resale, Distribution, Transfer, or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with Qwest’s prior consent and according to Qwest’s policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. **Qwest may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed.** If we do that, we have no further obligations to you.

Arbitration Terms. **You agree that any dispute or claim arising out of or relating to the Services, Equipment, Software, or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration.** The sole exceptions to arbitration are that either party may pursue claims: (1) in small claims court that are within the scope of its jurisdiction, provided the matter remains in such court and advances only individual (non-class, non-representative, non-consolidated) claims; and (2) in court if they relate solely to the collection of any debts you owe to Qwest.

**The following are excerpts from Qwest's Acceptable Use Policy [emphasis added and removed], available at: <http://www.qwest.com/legal/usagePolicy.html>**

Qwest has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of Qwest's networks, systems, services, web sites and products (collectively, the "Qwest Network and Services") by our customers and other users of the Qwest Network and Services (collectively, "Users"), and to enable us to provide Users with secure, reliable and productive services. **By using the Qwest Network and Services, Users consent to be bound by the terms of this AUP. Qwest reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the Qwest Network and Services after such modification shall constitute acceptance of such modification.**

Suspension; Termination. Any User which Qwest determines to have violated any element of this AUP may be subject to a suspension or termination of service. Qwest will suspend service for violation of the AUP on the most limited basis as Qwest determines is reasonably practical under the circumstances to address the underlying violation. Qwest will attempt to notify Customer prior to suspending service for violation of the AUP (which may be via email or any other notification); provided, however, **Qwest may suspend service without notice if Qwest becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP, that exposes Qwest to criminal or civil liability or that exposes the Qwest network or Qwest customers' network or property to harm.** Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Qwest may take such further action as Qwest determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Qwest shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Qwest's exercise of its rights under this AUP.

Inappropriate Content. **Users shall not use the Qwest Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by Qwest, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.**

Email and Unsolicited Messages. Users shall not use the Qwest Network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to the Qwest Network and Services. In addition, Users shall not use the Qwest Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) **use an e-mail box exclusively as a storage space for data.**

Responsibility for Content. Qwest takes no responsibility for any material created or accessible on or through the Qwest Network and Services. **Qwest is not obligated to monitor such material, but reserves the right to do so.** Qwest will not exercise any editorial control over such material. In the event that Qwest becomes aware that any such material may violate this AUP and/or expose Qwest to civil or criminal liability, **Qwest reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material.**

## **Comcast:**

The following are excerpts from Comcast's Agreement for Residential Services [*emphasis added and removed*], available at: <http://www.comcast.net/terms/subscriber.jsp>

Subject to applicable law, we have the right to change our Services, Comcast Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change. Please take the time to read any notices of changes to the Service(s). We are not liable for failure to deliver any programming, services, CHANGES TO SERVICES features or offerings except as provided in Section 11e.

**You agree that the Services and the Comcast Equipment will be used only by you and the members of your immediate household living with you at the same address and only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the Comcast Equipment at any time at an address other than the Premises without our prior written authorization.** You agree and represent that you will not resell or permit another to resell the Services in whole or in part. You will not use or permit another to use the Comcast Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Services. Use of the Comcast Equipment or Services for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited.

**Prohibited Uses of HSI. You agree not to use HSI for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, "Web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-Comcast local area network or wide area network.** You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section including, but not limited to, any claims based on or arising out of any material violation of any applicable law.

**Purpose. If you have a Dispute (as defined below) with Comcast that cannot be resolved through the informal dispute resolution process described in**

**this Agreement, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.**

Right to Opt Out. **IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING [WWW.COMCAST.COM/ARBITRATIONOPTOUT](http://WWW.COMCAST.COM/ARBITRATIONOPTOUT), OR BY MAIL TO COMCAST 1500 MARKET ST., PHILADELPHIA, PA 19102 ATTN: LEGAL DEPARTMENT/ ARBITRATION.** YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

Comcast will provide you with dynamic Internet protocol ("IP") address(es) as a component of HSI, and these IP address(es) can and do change over time. You will not alter, modify, or tamper with dynamic IP address(es) assigned to you or any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. **You also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to HSI.** If applicable, Comcast will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated.

Monitoring of Postings and Transmissions. Comcast shall have no obligation to monitor postings or transmissions made in connection with HSI. However, **you acknowledge and agree that Comcast and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content.** Comcast may also use and disclose them in accordance with the Comcast High-Speed Internet Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. **We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.**

The following are excerpts from Comcast's Acceptable Use Policy [*emphasis added and removed*], available at: <http://www.comcast.net/terms/use/>

**Comcast may revise this Policy from time to time by posting a new version on the Web site at <http://www.comcast.net> or any successor URL(s) (the "Comcast.net Web site"). Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Comcast.net Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Comcast High-Speed Internet Service should read any Comcast announcements they receive and regularly visit the Comcast.net Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, <http://www.comcast.net/help/contact/>. To report a child exploitation incident involving the Internet, go to <http://security.comcast.net/get-help/report-a-security-threat-or-scam.aspx#childPornography>.**

#### Network and usage restrictions

restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;

**restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;**

**resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly.** The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);

**connect the Comcast Equipment to any computer outside of your Premises;**

interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and

**accessing and using the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”).** You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

**Comcast reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Comcast's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy.** Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, **Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.**

Comcast is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Comcast is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Comcast's sole discretion. **In the event that Comcast believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an “identifier”) on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Comcast (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier.** In addition, Comcast may at any time reserve any identifiers on the Service for Comcast's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

Comcast uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. **For example, these network management activities** may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, **(iii) temporarily lowering the priority of traffic for users who are the top contributors to current network**

**congestion, and (iv) using other tools and techniques that Comcast may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.**

The Service is for personal and non-commercial residential use only. Therefore, **Comcast reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by the company in its sole discretion.** Comcast has established a monthly data consumption threshold per Comcast High-Speed Internet account of 250 Gigabytes (“GB”). Use of the Service in excess of 250GB per month is excessive use and is a violation of the Policy. See the Network Management page at <http://www.comcast.net/terms/network/> for more information and to learn how Comcast applies this Policy to excessive use. **Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (“FTP”), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Comcast in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Comcast's ability to deliver and monitor the Service or any part of its network.**

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, **Comcast may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data consumption levels. Comcast may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Comcast's determination of the data consumption for Service accounts is final.**

**Comcast reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.**

Comcast does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. **Comcast has no obligation to monitor the Service and/or the network. However, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to,**

**among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Comcast users.**

Comcast prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Comcast also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Comcast's intervention. **However, if the Service is used in a way that Comcast or its suppliers, in their sole discretion, believe violates this Policy, Comcast or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups).** Neither Comcast nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. **These actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical actions it deems appropriate with or without notice.**

## **Time Warner Cable:**

The following are excerpts of Time Warner Cable's Subscriber Agreement

[*emphasis added and removed*], available at:

[http://help.twcable.com/html/twc\\_sub\\_agreement2.html](http://help.twcable.com/html/twc_sub_agreement2.html)

**TWC has the right to add to, modify, or delete any term of this Agreement, the Terms of Use, the Subscriber Privacy Notice or any applicable Tariff(s) at any time.** An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at <http://help.twcable.com/html/policies.html> or another online location designated by TWC, or can be obtained by calling my local TWC office.

TWC will notify me of any significant change(s) in this Agreement, the Terms of Use, the Subscriber Privacy Notice or any applicable Tariff(s). Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. **Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the terms of the document as so changed.** If I do not agree to any such change, I will immediately stop using the Services and notify TWC that I am terminating my Services account.

**I agree that TWC has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). I further agree that my ISP (and, if applicable, OLP) has the right to add to, modify, or delete any aspect, feature or requirement of the HSD Service (including content, price and system requirements).** If TWC changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. **Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement, the Terms of Use and the Tariff(s).** If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. **I agree that TWC shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.**

If I receive HSD Service, I agree not to use the HSD Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSD Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables

persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, **if I use a wireless network within my residence, I will limit wireless access to the HSD Service (by establishing and using a secure password or similar means) to the members of my household.**

Speeds and Network Management. I acknowledge that each tier or level of the HSD Service has limits on the maximum speed at which I may send and receive data at any time, as set forth in the price list or Terms of Use. **I understand that the actual speeds I may experience at any time will vary based on a number of factors, including the capabilities of my equipment, Internet congestion, the technical properties of the websites, content and applications that I access, and network management tools and techniques employed by TWC. I agree that TWC or ISP may change the speed of any tier by amending the price list or Terms of Use. My continued use of the HSD Service following such a change will constitute my acceptance of any new speed. I also agree that TWC may use technical means, including but not limited to suspending or reducing the speed of my HSD Service, to ensure compliance with its Terms of Use and to ensure that its service operates efficiently. I further agree that TWC and ISP have the right to monitor my usage patterns to facilitate the provision of the HSD Service and to ensure my compliance with the Terms of Use and to efficiently manage its network and the provision of services. TWC or ISP may take such steps as it determines appropriate in the event my usage of the HSD Service does not comply with the Terms of Use. Additionally, TWC may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers ("Network Management Tools").** These Network Management Tools are described in the Terms of Use, which include the Acceptable Use Policy, [http://help.twcable.com/html/twc\\_misp\\_aup.html](http://help.twcable.com/html/twc_misp_aup.html).

I agree that unsolicited email, or "spam," is a nuisance and that TWC and my ISP (and, if applicable, my OLP) are entitled to establish limits on the volume of email that I send. **Such volume limits may be set by reference to a number of emails per day, week, month or year.**

Use of ISP and OLP Service. **I agree that TWC and/or my ISP and/or OLP has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material is unacceptable or violates the terms of this Agreement, any TWC consumption limits or any other Terms of Use. Such material might include personal home pages and links to other sites. In addition, I agree that, under such circumstances, TWC may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that TWC and/or ISP and/or OLP may suspend or cancel my account for using all or part of the HSD Service to post content to the Internet or to**

**engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Agreement or the Terms of Use.**

**I agree that TWC has no liability for delays in or interruption to my Services, except that if for reasons within TWC's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the Digital Phone Service, TWC will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. Notwithstanding the above, TWC will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall TWC be required to credit me an amount in excess of applicable service fees. TWC will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.**

**TWC may suspend or terminate all or a portion of my Services without prior notification if TWC determines in its discretion that I have violated this Agreement, any of the Terms of Use or any Tariff(s), even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due TWC.**

**If I receive HSD Service, I acknowledge that TWC has the right, but not the obligation, to review content on public areas of the HSD Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.**

**I agree that TWC shall have the right to take any action that TWC deems appropriate to protect the Services, TWC's facilities or TWC Equipment.**

**Either TWC or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.**

**I consent to TWC calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from TWC's phone marketing list. I can make this request by calling or writing my local TWC office and asking to be placed on TWC's Do Not Call List.**

**I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from TWC's phone marketing list.**

**I consent to TWC emailing me, at any email address, including that of a wireless or mobile device, that I provide to TWC (or that TWC issues to me in connection with the HSD Service), for any purpose, including the marketing of TWC's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges.** I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local TWC office.

**EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES.**

**I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services, or TWC's Equipment, to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. TWC may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.**

**The following are excerpts of Time Warner Cable's Acceptable Use Policy [emphasis added and removed], available at:**  
[http://help.twcable.com/html/twc\\_misp\\_aup.html](http://help.twcable.com/html/twc_misp_aup.html)

Your local Time Warner Cable affiliated cable operator ("Operator") seeks to create and foster an on-line community that can be used and enjoyed by all its cable modem customers across all ISPs offered by Operator. To further that goal, Operator has developed an Acceptable Use Policy. Although much of what is included here is common sense, Operator takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. **Operator reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct.** (Subscribers, of course, also remain legally responsible for any such acts.) In using the services of any ISP as provided over Operator's cable network (the "ISP Service"), subscribers accept this non-exhaustive list of restrictions as well as those set forth in Operator's Cable Modem Subscription Agreement and agree to use the ISP Service only for lawful

purposes and not to use or allow others to use the ISP Service in violation of the following guidelines:

**The ISP Service may not be used to engage in any conduct that interferes with Operator's ability to provide service to others, including the use of excessive bandwidth.**

The ISP Service may not be used in a manner that interferes with Operator's efficient operation of its facilities, the provision of services or the ability of others to utilize the ISP Service in a reasonable manner. **Operator may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with this Acceptable Use Policy** (“Network Management Tools”). **These may include** detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, **limiting the number of peer-to-peer sessions a user can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups and such other Network Management Tools as Operator may from time to time determine appropriate.**

## AT&T Wireless:

The following is an excerpt from AT&T's Wireless Data Service Terms and Conditions [*emphasis added and removed*], available at:

<http://www.wireless.att.com/cell-phone-service/legal/plan-terms.jsp>

AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content and applications ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for prescribed purposes and pricing for Data Services is device dependent and based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. Some devices or plans may require you to subscribe to both a voice and a data plan. **If AT&T determines that you are not subscribed to the required plan(s), AT&T reserves the right to switch you to the required plan or plans and bill you the appropriate monthly fee.** The Services may be subject to credit approval. **An activation fee of up to \$36 may apply to each new data line.** Compatible data-enabled wireless device required.

Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. **DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE ("KB") INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KB INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. TRANSPORT IS BILLED EITHER BY THE KB OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES.**

Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. **Display on your device will not indicate whether you will incur roaming charges.** Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. **If your usage of the Services on other carriers'**

wireless networks ("offnet usage") during any month exceeds your offnet usage allowance, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 24 megabytes or 20% of the kilobytes included with your plan and for messaging plans the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands.

Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, **data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation).** While most common uses for Intranet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) **any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources**, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) **software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering**

usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to computer accessories, BLUETOOTH® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. **AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies.**

**These terms and conditions may be changed from time-to-time. AT&T will post the most current version of these terms and conditions at [att.com/MediaTerms](http://att.com/MediaTerms) or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions.**

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. **AT&T's wireless services are not equivalent to landline Internet.** AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. **AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT.** Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy), as determined solely by AT&T. **AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.** Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, [att.com/wireless](http://att.com/wireless) or AT&T Customer Service for additional conditions, restrictions, privacy policy and information.

The following are excerpts from AT&T's Acceptable Use Policy [*emphasis added and removed*], available at: <http://www.corp.att.com/aup/>

**General Prohibitions:** AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

#### **AUP Enforcement and Notice**

**Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of Customer's IP Services.** When feasible, AT&T may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

**AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines, that the conduct may:** (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) **cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected,** (3) **interfere with another AT&T Customer's use of IP Services or the Internet** (4) violate any applicable law, rule or regulation, or (5) **otherwise present an imminent risk of harm to AT&T or AT&T Customers.**

AT&T has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, **AT&T may monitor content of any such materials as necessary** to comply with applicable laws, regulations or other governmental or judicial requests; or **to protect the AT&T network and its customers.**

The following are excerpts from AT&T Wi-Fi Terms of Service and Acceptable Use Policy [*emphasis added and removed*], available at: <https://secure.sbc.com/tosaup.adp>

AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. However, **AT&T may immediately terminate or suspend all or a portion of your Service, without notice, for conduct that AT&T believes (a) violates the Acceptable Use Policy, set forth below;** or (b) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these Terms, or any applicable policies or guidelines. Your Service may be suspended or terminated if your payment is past due and such condition continues un-remedied for thirty (30) days. Termination or suspension by AT&T of Service also constitutes termination or suspension (as applicable) of your license to use any Software. AT&T may also terminate or suspend your Service if you provide false or inaccurate information that is required for the provision of Service or is necessary to allow AT&T to bill you for Service. Membership customers: customer cancellation of Services is governed by the terms and conditions of your Membership Agreement. Subscription customers: you may cancel your subscription to the Service at any time by contacting AT&T. If canceled after the first month, subscription charges will be prorated to the date the Service is cancelled. If you disconnect your DSL or Dial Internet access services, your subscription to the Service will also automatically cancel.

**AT&T reserves 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, including but not limited to rates and charges) with or without notice.** You agree that AT&T will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. **Without limiting the foregoing, AT&T may post, or email, notices of changes in the Service. It is your responsibility to check our website and your AT&T email address for any such notices.** You agree that AT&T will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

**These Terms may be updated or changed from time to time. The current Terms shall be posted at: ("Website"). If AT&T makes a change to these Terms and that change has a material impact on the Service, you will be provided electronic notice of that change via e-mail or other written notice. Your continued use of the Service following such notice constitutes your acceptance of those changes.** If you do not agree to the revisions, you must terminate your Service immediately.

#### ACCEPTABLE USE POLICY

**Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension of privileges or termination of your Service(s). AT&T reserves the right, but does not assume the obligation, to strictly enforce the AUP.** When feasible, AT&T may provide Customer with notice of an AUP violation via e-mail or otherwise and demand that such violation is immediately corrected.

**However, AT&T reserves the right to act immediately and without notice to suspend or terminate IP Service(s) in response to a court order or other legal requirement that certain conduct should be stopped or when AT&T determines, in its sole discretion, that the conduct may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AT&T's network(s) or facilities, (3) interfere with another person's use of AT&T's IP Service(s) or the Internet, or (4) otherwise present a risk of harm to AT&T or AT&T Customers or other parties AT&T interconnects with.**

**AT&T's decisions with respect to interpretation of the AUP and appropriate remedial actions are final and determined by AT&T in its sole discretion.** AT&T may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. AT&T assumes no obligation to inform you that your information has been disclosed, and, in some cases, may be prohibited by law from providing such notice.

**AT&T does not, as an ordinary practice, proactively monitor the activities of those who use its IP Service(s) or exercise any editorial control over any material transmitted, hosted or posted using IP Services to ensure that its Customers comply with the AUP and/or the law, although it reserves the right to do so.** If AT&T is alerted to violations or potential violations of this AUP, AT&T will take whatever measures it deems necessary and appropriate to stop or prevent such violations including the actions described in this AUP. For example, **AT&T may in its sole discretion refuse to transmit, screen, or editing content prior to delivery of the IP Service(s), block access to certain categories of numbers or certain sites as AT&T determines needed to enforce these policies.**

AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. AT&T is committed at all times, however, to complying with the laws and regulations governing use of the Internet and e-mail transmissions and to preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. **AT&T prohibits use of its IP Services in any way that is unlawful, interferes with use of AT&T's network or the Internet,**

**interferes in any way with the usage or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, or presents security or privacy risks.** Customer will not resell or provide Service(s) to unauthorized third parties, whether as part of a commercial enterprise or otherwise.

**AT&T IP Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, hateful, malicious, racist, fraudulent, deceptive, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to AT&T's network or to the network of any other IP Service provider. Customer shall not create or attempt to utilize a domain name that is fraudulent, indecent, offensive, deceptive, threatening, abusive or harassing.**

Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T takes no responsibility and assumes no liability for any material created or accessible on or through the AT&T network(s) using IP Service(s), or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity Customer (or its Users) may encounter. As the provider of IP Service(s), AT&T is only a forum and is not liable for any statements, representations, or content provided by the users of IP Services in any public forum. **AT&T shall not be obligated to monitor or exercise any editorial control over such material, but reserves the right to do so.** In the event that AT&T becomes aware that any such material may violate this AUP, other applicable terms of use or contract provisions, and/or expose AT&T to civil or criminal liability, **AT&T reserves the right to block access to such material and suspend or terminate the Service of any user creating, storing or disseminating such material.** AT&T further reserves the right to conduct investigations into fraud, violations of the Terms of Service, this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that AT&T deems responsible for the wrongdoing.

**AT&T reserves the right to modify its Acceptable Use Policy at any time, and effective when posted to AT&T's web site (<http://www.corp.att.com/aup>).** Notice of any change to this AUP may also be provided to a Customer via electronic mail, if Customer subscribes to AT&T's automated notification system regarding any AUP changes.

## **Verizon Wireless:**

The following are excerpts from Verizon Wireless's Terms & Conditions [*emphasis added and removed*], available at: [http://b2b.vzw.com/broadband/bba\\_terms.html](http://b2b.vzw.com/broadband/bba_terms.html)

**You can use our Data Plans and Features for accessing the Internet and for such uses as: (i) Internet browsing; (ii) e-mail; (iii) intranet access (including accessing corporate intranets, e-mail and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).**

**You may not use our Data Plans and Features for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, interferes with the network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iv) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation or dissemination of viruses, malware, or "denial of service" attacks; (vi) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. By way of example only, you may not use a Data Plan or Feature for web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices.**

**We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone**

**we believe is using Data Plans or Features in a manner that adversely impacts our network.**

**We may monitor your compliance, or the compliance of other subscribers, with these terms and conditions,** but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. See [www.verizonwireless.com/privacy](http://www.verizonwireless.com/privacy).

**The following are excerpts from Verizon Wireless's Acceptable Use Policy [*emphasis added and removed*], available at:**

<http://www.verizonwireless.com/b2c/footer/acceptableuse.jsp>

**All subscribers or customers who use the Services must agree to and must comply with this AUP. Verizon Wireless may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services if Verizon Wireless determines, in its sole discretion, that such transmission or use may be unlawful.** Verizon Wireless will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. In addition, **violation of this AUP may result in the suspension or termination of the Services.** The following constitute violations of this AUP:

Network disruptions and unfriendly activity: **Using the Services for any activity that adversely affects the ability of other people or systems to use either Verizon Wireless Services or other parties' Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional.** This also includes "denial of service" (DoS) attacks against another network host or individual user. **Interference with or disruption of other network users, network services or network equipment is prohibited.**

**Verizon Wireless is under no obligation to monitor your usage, bandwidth, transmissions and content of this Service. However, anyone using this Service agrees that Verizon Wireless may monitor the usage, bandwidth, transmissions and content of the Service periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Service properly or to protect itself, its network and its users. Verizon Wireless reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions.**