



» EMAIL » HELP AND TECHNICAL SUPPORT

AT&T Legal Policy



Terms of Service

This is a legal agreement ("Agreement" and/or "TOS") between you and the AT&T company providing your Internet Access. FastAccess DSL and FastAccess Business DSL (purchased with a voice line and without a voice line) are provided by BellSouth Telecommunications. Wireless Broadband from BellSouth is provided by BellSouth Entertainment, LLC. BellSouth® Dial Internet Service is provided by BellSouth Telecommunications. AT&T DSL and Dial services used with the Worldnet portal (hereinafter "Worldnet DSL" and "Worldnet Dial") are provided by AT&T Internet Services. AT&T Dial (including Prodigy Internet) and AT&T High Speed Internet (purchased with a voice line and without a voice line) are provided by AT&T Internet Services. All of the companies listed above shall hereinafter be referred to as "AT&T". All of the products listed above shall hereinafter be referred to as the "Service."

If you do not agree to the terms and conditions in the Agreement, do not register for or use the Service and return all equipment, software and associated materials to AT&T. By completing the registration and using the Service, you signify your agreement with the terms and conditions of this Agreement and the AT&T Acceptable Use Policy.

1. Legal Authority

If you are an individual, you must be an adult of at least 18 years of age to purchase the Service; and by accepting these TOS as a Customer Account holder, you confirm you are an adult of at least 18 years of age. If you are subscribing as a legal entity, rather than as an individual, by accepting these TOS as a Customer Account holder, you confirm (through your duly authorized representative) that you are a corporation, partnership or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS.

2. The Service

The Service is an interactive information, communication and transaction service, used by connecting your receiving and transmitting equipment (normally a personal computer with a modem connected to your telephone line) to the Company's network of telecommunications and computer facilities. The Service includes access to a collection of on-line resources, including general and personalized content, communication tools, online directories, administrative services, purchasing services, download areas, games and information (the "Site"). In addition to communication, information and transaction services, the Service provides access to the Internet by means of the software programs provided by the Company and its suppliers.

The Service is a best efforts service. The actual speed experienced by customers may vary and depends upon several factors including customer location, destination on the Internet, traffic on the Internet, interference with high frequency spectrum on the customer's telephone line, etc. No minimum level of speed is guaranteed.

2.1 Modifications to Service. 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. Should the technology become available, AT&T and its affiliates reserve the right to provision your Service over a different access technology and may do so without notice if such change(s) will not negatively impact the speeds for which you signed up or require new customer premises equipment. 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.

3. Equipment & Software

Other than all software and hardware provided to you by AT&T and any revised version thereof that you choose to use, you must provide all equipment, devices and software necessary to receive the Service. Due to the infinite number of possible combinations of hardware and software, you are responsible for the compatibility of your system with the Service. Any equipment that was not provided to you by AT&T is not the responsibility of AT&T, and AT&T will not provide support and will not be responsible for ongoing maintenance or management of such equipment. Any AT&T-provided modem will be either a new or a fully inspected, tested, and warranted return or repackaged unit. If for any reason you cancel your service within the first thirty days of service, you must return your equipment in the original packaging and such equipment must be in good working condition. Equipment must be returned within 45 days of cancelling your Service.

3.1 Installation. If you request AT&T to install the equipment and software, you must pay a Professional Installation Charge in the amount specified by AT&T at the time you enroll in the Services, or when you request a transfer of the Services. In the event that no one authorized to permit installation of the Equipment and Software is available at your Premises at the time you scheduled an installation appointment, and notification was not provided to AT&T at least 48 hours in advance, you agree to pay a No-Show Charge in the amount of \$200. You authorize AT&T and our employees, agents, contractors, and representatives to enter your premises in order to install, maintain, inspect, repair, or remove the equipment and software. By scheduling an installation appointment, you represent to us that you have the right to and do authorize us to enter your premises.

3.2 File Modification/Backup Requirements. The Qualifications of your computer's operating system, as well as the installation (whether self-installed or AT&T-installed), use, inspection, maintenance, repair, or removal of the Equipment and Software, may result in an inadvertent service outage or reconfiguration of the software on your computer, or temporary interruption of your telephone service. In addition, as part of the installation process, system files on your computer, such as, but not limited to, INI, BAT, SYS, and DLL files, may be modified or deleted. AT&T does not represent or warrant that such modifications or deletions will not disrupt the normal operations of your computer. You acknowledge and agree that you are solely responsible for backing up all existing computer files by copying them to another storage medium prior to the installation of your Equipment and the Software, and prior to any inspection, maintenance, repair, or removal of your Equipment and the Software. AT&T DOES NOT REPRESENT OR WARRANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS OR USE THE SERVICES, NOR THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE OR MODIFICATIONS TO, OR LOSS OF, ANY OF YOUR SOFTWARE, HARDWARE, FILES, DATA, OR PERIPHERALS. AT&T AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR SERVICE PROBLEMS (INCLUDING TELEPHONE SERVICE) RESULTING FROM YOUR, OR A THIRD PARTY'S, FAILURE TO PROPERLY INSTALL, ACCESS, OR USE THE EQUIPMENT, SOFTWARE, OR SERVICES.

3.3 AT&T's Installation of the Software and Your Equipment. Except for our gross negligence or willful misconduct, we shall have no

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

3.4 System Compatibility. System devices such as a home security system, medical alert, door bell answering service that are set up to automatically dial the local police or fire departments, or other similar automatic reporting systems using telephone lines, may not be compatible with AT&T DSL Service. You waive any claim against AT&T for interference with or disruption of such systems due to the Services. Professional installation may be required if you have any such devices. If you have five or more devices connected to your phone line that is using your DSL Service a professional installation may be required. **3.5 Export Limits.** None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. The software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By downloading or using the software, you are agreeing to the foregoing and you are warranting that you are not a "foreign person" or under the control of a foreign person.

4. Revisions

This Agreement may be updated or changed from time to time. The current Agreement shall be posted at: www.att.net/legal/tos ("Website"). This site will be updated as changes are made. You agree to visit the Website periodically to be aware of and review any such revisions. All changes shall become effective upon posting of the revised Agreement on the Website. 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.

5. Term & Termination

You agree to the specified term set forth in the promotional offer under which you purchased the Service, if any. You further agree that if you cancel your plan before the end of such term, you may be subject to early cancellation fees and/or service fees (collectively "Termination Charges") associated with that plan. In the absence of a specified term, the term for your Service will be month-to-month.

Contacts to cancel Service:
Worldnet DSL: 1-866-596-8455
Worldnet Dial: 1-800-400-1447
FastAccess DSL, BellSouth Wireless Broadband & Dial: 1-888-321-2375
AT&T High Speed Internet: 1-866-722-3755
AT&T Dial: 1-866-722-3425

5.1 Suspension/Termination. Your Service may be suspended or terminated if your payment is past due and such condition continues un-remedied for thirty (30) days. In addition, AT&T may immediately terminate or suspend all or a portion of your Service, any Member ID, electronic mail address, IP address, Universal Resource Locator or domain name used by you, without notice, for conduct that AT&T believes (a) violates the Acceptable Use Policy; (b) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these TOS, or any applicable policies or guidelines, or (c) tends to damage the name or reputation of AT&T, or its parents, affiliates and subsidiaries. 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.

5.2 Deletion of data after Termination or Cancellation. You agree that if your Service is terminated for any reason, AT&T has the right to immediately delete all data, files, and other information stored in or for your account, including email messages, without further notice to you.

6. Service Rates and Charges

6.1 Agreement to Pay. You agree to pay all fees and charges specified when you ordered your Service, including recurring and nonrecurring charges, taxes, fees and assessments applicable to the Service and the associated equipment (including but not limited to applicable service activation fees, installation charges (see Section 2), shipping and handling and termination charges). In order to provide you with the Service, AT&T may pay taxes, fees and surcharges to municipalities and other governmental entities, which AT&T may pass on to you. You will be invoiced monthly for usage of the Service and for any other services utilized by you or other users of your account which are billed to the customer by AT&T in connection with the Service (including applicable taxes), either directly by AT&T or through your designated credit card company. Rates, charges and other terms and conditions of the Service, are subject to change by AT&T from time to time by notice provided on the Service or otherwise. In the event legal action is necessary to collect on balances due, you agree to reimburse AT&T for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You also agree to pay all current charges for the Service as well as taxes and fees assessed against you or AT&T on the charges and all late payment, interest or other fees as stated on your bill.

6.2 Credit Check / Deposit. You give us permission to obtain your credit information from consumer credit-reporting agencies at any time. If we determine that you may be a credit risk for (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T Services within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Services or we may require a deposit to establish or maintain Service(s). The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. Establishment of a prompt payment record or credit may result in a partial or total refund of the deposit to you or credit to your account. Upon termination or cancellation of your service and there are unpaid amounts in your account or you owe an early termination fee, the deposit will be used to pay the outstanding amount due. Where your internet service is billed on your telephone bill, you agree that your local AT&T telephone company may apply the deposit to any outstanding charges owed on the telephone bill, before the deposit is returned to you. After 90 days following such termination, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known mailing address.

6.3 Method of Payment. You authorize AT&T to charge any amounts payable by you in connection with your use of the Service by one of the following methods: automatically by credit card, through electronic funds transfer or on your AT&T Residential Local/Long Distance Service bill (including but not limited to, as applicable, any termination charges, installation charges and no-show charges).

Credit Card Billing. If you choose to pay by credit card or debit card, you must provide AT&T with a valid credit or debit card number and specified account information from a debit or credit card issuer. By providing such information you authorize your card issuer, bank or financial institution to charge or debit your corresponding account for all charges arising from your use of the Services. You authorize AT&T on a monthly basis to automatically charge the credit card account, or to deduct from the debit card account, for payment of all

sums due each month to AT&T for use of the Service, as defined and agreed to at the time of purchase of the Service. You agree to notify AT&T of any change to the credit or debit card information including, but not limited to, changes in account number, expiration date or billing address. If you do not update your credit card information, AT&T may suspend your use of the Service, or, at AT&T's option, may automatically move you onto a combined bill with your AT&T residential phone service or another paper bill payment arrangement with AT&T. If AT&T makes other billing options available, you agree to abide by terms and conditions applicable to those options. AT&T shall not be responsible for any charges made by the credit or debit card issuer, bank or financial institution to your credit or debit card account for exceeding credit limit, insufficient funds or any other reasons. AT&T reserves the right to terminate your Service and your participation in this payment and billing plan without further notice due to reversals of payments, insufficient funds, or for any other abuses related to your card account. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$15.00. If the state law where you receive the Service requires a different fee, we will charge you that amount.

Telephone Bill Payment – Late Payment. If you choose to have the charges for your Service added to your telephone bill, and, if AT&T does not receive your payment before the next billing date, you shall pay to AT&T a late payment charge and/or an interest charge of 1.5% (1% in Louisiana), or the highest amount allowed by law, on all charges due and unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of AT&T rights to collect the full amount due. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection.

7. Service-Specific Billing Terms

7.1 Worldnet DSL. Unless you are registered under a plan offering a specialized payment method or already have an existing payment method established with AT&T, all new customers must provide a credit card account number which is issued in your name or which you are authorized to use when registering for the Service. For those members who already receive a combined bill and elect to pay for the Service using a combined bill, payment of all AT&T DSL Service charges is due 20 days after the date of your bill and must be made in U.S. currency. Time is of the essence for payment.

If you are self-installing the equipment and software, AT&T will begin monthly billing for the Services once your order is processed and the Services are provisioned and either: (1) seven days after receipt of the Equipment; or (2) first use of the Service; which ever is earlier ("Service Activation Date"). You are encouraged to complete installation promptly because you will be responsible for full payment for the charges on your AT&T bill even if you have not yet installed the Equipment and Software at the time the bill is rendered. If you request a professional installation to install the Equipment and Software from AT&T, billing commences upon successful completion of the professional installation. Monthly recurring charges are not prorated. Regardless of payment method, (Combined Bill or Credit Card bill) partial credit is not given to customers who change their price plan to another price plan, disconnect, cancel or are suspended from the service during a billing month.

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

7.2 Worldnet Dial. Unless you are registered under a plan offering a specialized payment method, all new customers must provide a credit card account number which is issued in your name or which you are authorized to use when registering for the Service. For those members who already receive a combined bill and elect to pay for the Service using a combined bill, payment of all AT&T Worldnet Service charges is due 20 days after the date of your bill and must be made in U.S. currency. Time is of the essence for payment.

AT&T Worldnet Dial is billed a month in advance. With respect to combined bill payment, this means your first bill, which you will receive in accordance with your AT&T Residential Long Distance Service bill cycle, includes your monthly AT&T Worldnet Service charges for a one month period which starts on the first day following the bill date of your AT&T Residential Long Distance bill. Regardless of payment method, partial credit is not given to customers who change their price plan to another price plan, disconnect, cancel or are suspended from the service during a billing month. Access Numbers/800 and 888 Numbers/Associated Costs. You are responsible for all amounts charged by your telephone company or AT&T for all charges associated with connecting to the Service through an available access number. You are also responsible for determining whether or not you will incur a charge from your telephone company for connecting to the Service using the access numbers. Please note that an access number that shares your area code or appears to be located in your general geographic area may not necessarily be a local number to you. Access numbers that share your area code may still result in charges to you. Please check with your local telephone company before selecting a number. Significant toll charges may apply to numbers that you do not verify as local to your individual area or calling plan.

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

7.3 Fast Access DSL. FastAccess DSL billing commences when AT&T has completed its provisioning of your service and has shipped the equipment ordered that enables the service. For orders that include professional installation, billing will not commence until the professional installation is complete.

FastAccess DSL Service includes access to a back-up dial-up account. This account is intended to be used while you are traveling or in the event that FastAccess service is temporarily interrupted. The back-up dial account provides unlimited usage for FastAccess Business customers at no additional cost to you. FastAccess Residential customers receive up to 20 hours of usage per month at no additional cost to you for that service. (Both Residential and Business customers are responsible for any long distance or roaming charges that may be incurred for all back-up dial usage.) If you are a Fast Access Residential customer and you use your back-up dial-up account for more than 20 hours in any month, you agree to pay AT&T two dollars for the first hour or fraction thereof in excess of 20 hours and one dollar per hour for each additional hour or fraction thereof in excess of 21 hours. Billing for usage over 20 hours will not exceed \$14.95.

7.4 BellSouth Dial. A third party Global Service Provider (GSP) provides a roaming capability in conjunction with dial-up service that allows users (subject to any applicable roaming surcharge) to dial the local numbers of GSP-provided POPs to reach the AT&T Service while outside of the AT&T Internet service areas. If you elect to use such GSP local access (or you purchase a service plan which has such GSP local access included in the price), you will be charged by the GSP and may see a separate charge for such service on your bill. Such GSP local access service is provided by the GSP on the GSP's terms and conditions and at the prices or surcharges set forth in the applicable price plans' terms and conditions.

7.5 AT&T High Speed Internet. Billing for the Service commences when AT&T provisions your Service whether or not you register or use the Service. When billing commences, you will be billed for your first thirty (30) days of service and for applicable installation charges and equipment charges (including shipping and handling). Thereafter, charges will be billed one month in advance. If you terminate your Service within the first thirty (30) days your charge will not be pro-rated. If you terminate after your first thirty (30) days, you will be charged for the pro-rated number of days for which you had service in that billing cycle, and will receive a credit for the remaining balance.

7.6 AT&T Dial. AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access

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

8. Registration, Password, Security

8.1 Sub Accounts. When you accept this Agreement and complete the registration process for the Service, you become the "Member Account" holder. You will be asked to choose a unique name for that account (your "Member ID"). You may create a limited number "Sub Accounts" (each of which will have a separate password and member ID) under your Member Account for others in your household or business. Each Sub Account will also be required to accept these TOS and complete the registration process for Sub Accounts to become a Sub Account holder of the Service. Member Account holders are responsible for all activity on their Member Account and its Sub Accounts. Violations of these TOS in a Member Account or Sub Account can result in suspension or termination of the Member Account and all associated Sub Accounts. **8.2 Password and Member ID.** You will receive a password and Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID or IP address. You agree to do all of the following: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use or unauthorized disclosure or use of your member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T; (b) ensure that you exit from your account at the end of each session; and (c) periodically change your password.

8.3 Security. AT&T intends to take certain industry-accepted precautions from time to time to secure our Site or portions thereof, and some portions of the Site may be labeled as "secure" in accordance with industry practice in connection with the use of such precautions. However, you understand and agree that such precautions do not guarantee that use of the Site is invulnerable to all security breaches, and that AT&T makes no warranty, guarantee, or representation that use of our Site is protected from all viruses, security threats or other vulnerabilities. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

9. Other Responsibilities of User

9.1 Accurate Information. Whenever you provide information to AT&T, you agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect is, untrue, inaccurate, not current or incomplete, AT&T may suspend or terminate your access to our Site and refuse any and all current or future use of our Service and Site (or any portion thereof).

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

AT&T suggests that you take advantage of the access controls offered through the Service, which allow you, as the Member Account holder, to block access to certain types of web content you may feel are inappropriate for minors through either your member Account or your Sub Accounts. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the service and the Internet. Access controls provided through the Service are intended as a guide only. AT&T is not responsible for any content accessed by you or minors, whether or not you take advantage of access controls provided through the Service. In addition, AT&T does not guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

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

9.3. Data Management and Responsibility. You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer or server.

10. Email Limits and Retention

You acknowledge that AT&T may limit the maximum number of days that email messages will be retained by the Service; the maximum number of email messages that may be sent from or received by an account on the Service, and; the maximum size of any email message that may be sent from or received by an account on the Service.

Additionally, if your email account has not been accessed in 60 days, AT&T reserves the right to suspend your email account. If your email account has not been accessed in 90 days, AT&T reserves the right to delete any email messages associated with your account that reside on AT&T servers.

11. Personal Webpages

AT&T may make personal Webpages available as an optional feature of its AT&T Internet Service. If you subscribe to such feature the following provisions of this Section shall apply (in addition to the other provisions of this Agreement):

a. AT&T may provide a listing/link to users' personal Webpages on its AT&T Internet Service gateway or other mechanisms. By subscribing to the personal Webpage feature, you authorize and grant AT&T the right to use your name, Website address and similar information in such listing or directory sites or applications. You may use the complete address (URL) granted to you as part of the personal Webpage feature (which may have names or marks of AT&T embedded therein) so long as you are obtaining the personal Webpage feature from AT&T hereunder, but only for the purpose of identifying the location of your personal Website on AT&T's Service. Otherwise, you shall not utilize the name or any marks of AT&T or any of its affiliates in any press releases, promotional materials or other commercial manner without the express prior written approval of AT&T in each instance.

b. Ownership of all graphics, text or other information or content materials supplied or furnished by you for incorporation into or delivery through your personal Website shall remain with you (or the party which supplied such materials to you). Ownership of any software developed or modified by AT&T and all graphics, text or other information or content materials supplied or furnished by AT&T for incorporation into your personal Website, shall remain with AT&T (or the party which supplied such materials to AT&T), and may be used

only while you are obtaining the personal Webpage feature from AT&T. The domain name and address (URL) granted to you for use with the personal Webpage feature shall remain the property of AT&T, shall be used by you only so long as you are obtaining the personal Webpage feature from AT&T hereunder, and may be subject to change by AT&T or the InterNIC or other applicable Internet domain name registry or granting authority from time to time. AT&T reserves the right to approve the subscriber Uniform Resource Locator (URL's) that will be used in conjunction with a AT&T registered domain name and personal Webpage feature. URL's registered using a AT&T owned domain name are nontransferable by subscribers upon account termination and will be retained by AT&T.

c. You acknowledge and agree: (i) that the primary function of AT&T's personal Webpage feature as it relates to your personal Website is to facilitate access by end users to the information provided through your personal Website; (ii) that AT&T has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your personal Website; and (iii) that you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal Website. You warrant that you will own or have the right to use and offer all such information or other content in the manner in which the same will be used, offered or provided in connection with your personal Website. You shall indemnify and hold harmless AT&T from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your personal Website or an end user's use thereof, or any act, error, or omission of yours in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; or violation of any applicable law.

12. Restrictions on Use & Storage, Prohibition on Resale

We grant to you a limited, non-exclusive, non-transferable, revocable license to use our Site only for the intended purposes of our Site. You may not sell, resell, or otherwise use or commercially exploit our Site other than by using it for its intended purposes. You agree that the Service is not to be used to host peer-to-peer application that you are not actively using. You agree that the Service is not to be used to trunk or facilitate public Internet access ("Hotspots") or any other public use of the Service.

Systematic retrieval of data or other content from our Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from AT&T is prohibited. You further agree not to reproduce, prepare derivative works from or otherwise commercially exploit any portion of our Site, for any purposes other than its intended purposes or other than as expressly permitted by these Terms.

Any license granted to you under these Terms for the use of any portion of our Site requiring registration or an account will automatically terminate upon termination of your account or registration privileges with respect to such portion of our Site. AT&T and its third party suppliers have the right to terminate the license of any user at any time for any or no reason, solely in the discretion of AT&T and its third party suppliers.

13. Support + Customer Service

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

14. Acceptable Use Policy

As a Member, you are also subject to AT&T's Acceptable Use Policy. Violations of the Acceptable Use Policy may also result in suspension or termination of the Service. You may view the Acceptable Use Policy at: www.att.net/legal/AUP

15. Privacy Policy

Registration data and certain other information about you is subject to the AT&T Privacy Policy. For more information see: www.att.com/privacy.

16. Infringement of Intellectual Property Rights

You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through an AT&T site or Service(s).

For more information about AT&T's copyright protection practices under the Digital Millennium Copyright Act (DMCA) of 1998, and for information on how to contact AT&T's DMCA agent, please refer to: www.att.net/legal/copyright

17. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond AT&T's reasonable control including Acts of God, fire, explosion, vandalism, nuclear disaster, sun spots, solar flares, terrorism, cable cut, storm or other similar occurrence, any law order, regulation, direction, action, or request by any government, civil or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or suspension of existing Service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

18. Indemnity

You agree to indemnify and hold harmless AT&T and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service; (c) your violation of these TOS; (d) your violation of the AUP; (d) your violation of any rights of another; and (e) use of your account and any Sub-Account whether or not such usage is expressly authorized by you.

19. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. YOUR USE OF OUR SERVICE IS AT YOUR SOLE RISK. OUR SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

AT&T EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

B. AT&T MAKES NO WARRANTY THAT (i) OUR SERVICE WILL MEET YOUR REQUIREMENTS, (ii) OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

C. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SITE.

D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM OUR SITE SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED VIA OUR SITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

E. MATERIAL ON OUR SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES MAY BE PERIODICALLY INCORPORATED INTO THIS MATERIAL. AT&T MAY MAKE IMPROVEMENTS OR CHANGES IN THE PRODUCTS, SERVICES OR PROGRAMS DESCRIBED IN THESE MATERIALS AT ANY TIME WITHOUT NOTICE.

20. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AT&T SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (WHETHER OR NOT AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE OUR SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE; OR (v) ANY OTHER MATTER RELATING TO OUR SITE. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AT&T'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SITE.

21. Remedies of User

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for AT&T to use commercially reasonable efforts to effectuate an adjustment or repair of the Service and, in the event such downtime exceeds twenty-four consecutive hours, to receive a pro-rata refund or credit of or against any charges otherwise payable for the Service for the period of Service downtime.

22. Use of Materials, Marks and Information

The AT&T company names and logos and all related product and service names, design marks and slogans are the property of AT&T or its affiliates. You are not authorized to use any AT&T name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of AT&T. You may use, copy and distribute the materials found on the Service for internal, noncommercial, informational services only. All copies that you make of the material must bear any copyright, trademark or other proprietary notice, which pertain to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by AT&T, its affiliates and/or any third party owner of such rights. Nothing contained in this Agreement may be construed to convey to you any interest, title or license in the User ID, email address, password, Universal Resource Locator, IP address, or domain name used by you in connection with the Service. AT&T may alter or replace them at any time.

23. Dispute Resolution.

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

23.1 Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of, or related to, this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

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

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

23.2. Arbitration Information and Filing Procedures. Before you take a dispute to arbitration or to small claims court, you must first contact our customer account representatives at the customer service number on your AT&T bill for the Services, or write to us at one of the following addresses, and give us an opportunity to resolve the dispute.

BellSouth and FastAccess Services: 675 West Peachtree Street, Suite 4300, Atlanta, Georgia 30375
Worldnet DSL & Dial: AT&T, P.O. Box 944078, Maitland, Florida 32794-4078
AT&T Dial & DSL: AT&T Internet Services: P. O. Box 203370, Austin, Texas 78720

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

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

24. Grant of License

Our Site may have "publicly accessible areas" such as message boards, forums, member profiles, yellow pages, job folders or other features that allow users to post information that will be accessible by the public or the user population generally. With respect to all content you elect to post to such publicly accessible areas of our Site, while you retain any and all rights that may exist in such content, you grant AT&T the royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed and to exercise the same rights with respect to such works. You also permit any user of our Site to access, display, view, store and reproduce content that you have placed in publicly accessible areas of our Site. Any content you post to publicly accessible areas is not subject to our Privacy Policy.

Except for any personal, individually identifying information which we agree to keep confidential as provided in our Privacy Policy, any feedback, data, answers, questions, comments, suggestions, ideas or the like that you send to us will be treated as being non-confidential and nonproprietary, and not subject to our Privacy Policy. We assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in information that you send us for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

25. End User License Agreement – Software

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

26. Dealings with Advertisers and Service Providers; Links

Our Site may provide links to or information about other Web sites or resources. Your correspondence or business dealings with, or participation in promotions of, advertisers or service providers found on or through our Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers or service providers. You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that AT&T shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of information about or links to such advertisers or service providers on our Site. You acknowledge and agree that AT&T is not responsible or liable for the availability, accuracy, copyright compliance, legality, decency, or any other aspect of the content, advertising, products, services or other materials on or available from such sites or resources. Advertisements found on or through our Site, and references that we make to any names, marks, products or services of third parties or hypertext links to third party sites or information, do not constitute or imply our endorsement, sponsorship or recommendation of the third party, information, product or service. You acknowledge that your use of these linked sites is subject to different terms of use than these Terms, and may be subject to different privacy practices than those set forth in the Privacy Policy governing our Site.

27. Terms and Conditions For GSP Service to Customers

The following terms and conditions govern your use of the GSP local access service, if you choose to dial into GSP-provided local dial numbers (POPs) which are available for your use while roaming outside of the BellSouth Internet service area:

JUNET Technologies, Inc. ("GSP") exercises no control over, and accepts no responsibility for, the content of the information passing through GSP's host computers, network hubs and points of presence (the "GSP Network"). GSP (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING, (b) DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, and (c) WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CUSTOMER SUFFERS, INCLUDING ANY DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS. Use of any information obtained via the GSP Network is at Customer's own risk. GSP specifically denies any responsibility for the accuracy or quality of information obtained through its services. GSP shall not be liable for any delay or failure in performance due to Force Majeure, which shall mean acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, or other occurrences which are beyond GSP's reasonable control.

All use of the GSP Network and the service must comply with the then-current version of the GSP Acceptable Use Policy ("Policy") available at the following URL: http://www.worldcom.com/global/terms/a_u_p/. GSP reserves the right to amend the Policy from time to time, effective upon posting of the revised Policy at the URL. GSP reserves the right to suspend the service or terminate this Agreement effective upon notice if GSP determines that there has been a violation of the Policy. Customer agrees to indemnify and hold harmless GSP from any losses, damages, costs or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to use of the service, including any Claim which, if true, would constitute a violation of the Policy.

Network (IP) addresses assigned from a GSP net-block are non-portable. Network (IP) address space allocated by GSP must be returned to GSP in the event Customer discontinues service.

Payment is due 30 days after date of invoice. Accounts are in default if payment is not received within 30 days after date of invoice. If payment is returned to GSP unpaid Customer is immediately in default and subject to a returned check charge of \$25 from GSP. Accounts unpaid 60 days after date of invoice may have service interrupted. Such interruption does not relieve Customer of the obligation to pay the Monthly Fee. Only a written request to terminate Customer's service relieves Customer of the obligation to pay the Monthly Fee. Accounts in default are subject to an interest charge on the outstanding balance of the lesser of 1.5% per month or the maximum rate permitted by law. Customer agrees to pay GSP its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. Prices are exclusive of any taxes which may be levied or assessed upon the Equipment or services provided hereunder. Any such taxes shall be paid by Customer. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate at the same time it submits this Agreement.

Billing for GSP service will commence when billing for the corresponding BellSouth Internet service commences. The Start-up Charge (if any) may be invoiced upon acceptance of this Agreement or GSP. Charges for Equipment shall be invoiced upon shipment. Service is invoiced monthly in advance. After the end of any applicable Term Commitment, GSP reserves the right to change the rates by notifying Customer 60 days in advance of the effective date of the change.

If GSP determines in its reasonable commercial judgment that GSP's network was unavailable to Customer, the following will apply (for dedicated business access services at 128Kbps or higher and dedicated web hosting services only): If GSP so determines that GSP's GSP service was unavailable for fewer than four consecutive hours during such calendar month, GSP, upon Customer's request will credit Customer's account for such month the prorated charges for one day's GSP service. Or if GSP so determines that GSP's GSP service was unavailable for four or more consecutive hours during such calendar month, GSP, upon Customer's request, will credit Customer's account for such month the prorated charges for one week's service. Schedule maintenance shall not be deemed to be unavailability of GSP's GSP service. Unless agreed to in writing otherwise, this paragraph sets forth Customer's exclusive remedies for unavailability of GSP's GSP service. The remedies set forth in this paragraph shall not apply if unavailability of GSP's GSP service is due to Customer's equipment or servers, Customer's access connections, network unavailability outside of GSP's network, or events of force majeure. Credits will not apply to charges for Customer access or any charges for services other than GSP's GSP service. Customers with multiple connections at the same location will not receive credits pursuant to this paragraph if at least one connection continues with service available. Customer's account shall not be credited more than the prorated charges for one week's service in any calendar month.

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted unless and except to the extent such variance is expressly set forth in a Special Exceptions section of the Order. Acceptance of this Agreement by GSP may be subject, in GSP's absolute discretion, to satisfactory completion of a credit check. Activation of service shall indicate GSP's acceptance of this Agreement. Use of the GSP Network constitutes acceptance of these Terms and Conditions.

28. General

28.1 Non-transferable. Your right to use the Service is not transferable and is subject to any limits established by AT&T, and by your credit card company if billing is through a credit card.

28.2 Governing Law. This Agreement and the Service shall be governed by the laws of the State of New York, without regard to its conflicts of laws provisions. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

28.3 Entire Agreement. This Agreement and any modifications published by AT&T over the Service, and the Pricing Terms and Conditions applicable to your Service, constitute the entire and only agreement between you and AT&T with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. Your use of the Service is also governed by AT&T's Acceptable Use Policy and Privacy Policy applicable to the Service, which are available online via the Service and which are subject to change by AT&T from time to time.

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

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

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

28.7 Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including, but not limited to those in Section 3: Equipment and Software, Section 6: Service Rates and Charges, Section 7: Service Specific Billing Terms, Section 19: Disclaimer of Warranties, Section 20: Limitation of Liability, Section 21: Remedies of User, Section 23: Dispute Resolution, and Section 28: General, will survive the termination, cancellation or expiration of this Agreement.

28.8 Notice. Unless otherwise specified in this Agreement, notices to you may be made via either e-mail or regular mail.