



AT&T ALASCOM High Speed Internet via WiMAX Terms & Conditions

AT&T ALASCOM provides High Speed Internet via WiMAX ("Service") to you subject to the terms and conditions below. You will have to acknowledge acceptance of these Terms and Conditions prior to gaining connectivity to the Service.

1. ACCEPTANCE OF TERMS AND CONDITIONS

As an AT&T ALASCOM High Speed Internet via WiMAX Subscriber ("Subscriber"), your Service is being provided subject to these Terms and Conditions. Please read them carefully.

If you or anyone using the Service violates the Terms and Conditions, AT&T ALASCOM may take appropriate action, up to and including termination of your Service. If AT&T ALASCOM should decide to warn you rather than terminate your Service, such warning will not limit AT&T ALASCOM's right to terminate your Service for future violations without notice.

2. DESCRIPTION OF SERVICE

AT&T ALASCOM currently provides its subscribers with access to the Internet and certain other services, such as email, web services and news. AT&T ALASCOM reserves the right to deliver its Service over any available facility.

3. REGISTRATION OBLIGATIONS

In consideration for your use of the Service, you agree to: (a) provide accurate, current and complete information about yourself as required by the registration process, and (b) promptly update the information to keep it accurate, current and complete. If you provide any information that is not accurate, current or complete, AT&T ALASCOM may suspend or terminate your Service.

4. ADDITIONAL ON-LINE CHARGES

As a Subscriber, you are solely responsible for any charges or fees incurred for Services ordered, obtained, or otherwise downloaded while on-line.

5. PAYMENT TERMS

You must pay all applicable monthly fees and installation charges for the Service, including but not limited to, applicable late fees and termination fees. If payment is not received by the due date, a late fee may be assessed. If AT&T ALASCOM changes its rates or Services, you will be notified 30 days in advance of the effective date and given the option to continue or disconnect



your Service. If your account becomes delinquent, AT&T ALASCOM may terminate your Service. If your service is suspended for non-payment and you pay the balance, a \$25.00 activation fee will be charged to re-activate the service.

6. CONTACT OR INQUIRIES

You may contact AT&T ALASCOM at:

AT&T ALASCOM
505 East Bluff Drive
Anchorage, AK 99501-1100

Customer service number: 1 800-620-6520

7. PRIVACY POLICY

Registration and other information about you are subject to our [Privacy Policy](http://www.att.com/privacy/) at <http://www.att.com/privacy/>.

8. EMAIL, UNSOLICITED / SPAM

As a Subscriber, you agree to use the email address which was established at the time of signup for your "Return" and/or "Reply" Internet email address.

You agree to utilize appropriate protocols for data transmissions. Email messages are limited to a maximum of 10 MB storage space.

The use of programs such as packet sniffers, host or service monitoring is forbidden.

9. CONNECTIVITY

You agree to notify AT&T ALASCOM of any problems with your Service or Internet connection, and you will also exercise reasonable care of equipment owned by AT&T ALASCOM. Your password is confidential, and you agree to keep your password confidential in order to maintain the security of the system.

10. OWNERSHIP

The equipment provided by AT&T ALASCOM to you remains the property of AT&T ALASCOM, and must be returned to AT&T ALASCOM or its third party vendor within ten days of termination of the Service. If the equipment is not received by AT&T ALASCOM within ten days after the termination of Service, a \$274 charge for the cost of the equipment will be added to your account. AT&T ALASCOM will bear the cost of shipping the equipment back to AT&T ALASCOM. Your account will be credited the \$274 equipment fee once



equipment is received by AT&T ALASCOM. AT&T ALASCOM may notify you that you should upgrade, modify, repair or replace the equipment. The quality of your Service may be affected if you choose not to comply.

11. SUBSCRIBER MISCONDUCT

You understand that all information, data, text, software, music, sound, photographs, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are your sole responsibility. This means that you, and not AT&T ALASCOM, are entirely responsible for all Content you upload, post, email, transmit or otherwise make available via the Service. AT&T ALASCOM does not control the Content posted via its Service, and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstance will AT&T ALASCOM be liable for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind, transmitted or otherwise made available via the Service.

You agree not to use the Service to:

- a. distribute lists to be used via unsolicited electronic mail or other mass electronic mailings, including but not limited to: mass-newsgroup postings, SPAM and unsolicited email sent from your server, or any other service on the Internet, which contains your domain name or any other domain name on AT&T ALASCOM's network;
- b. post, transmit or disseminate objectionable information, without limitation, constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, federal or international law, order or regulation;
- c. access any other person's computer, software, or data without the knowledge and consent of such person;
- d. alter, modify or tamper with the Service or permit any other person to do the same;
- e. post or transmit any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful feature; or generate levels of traffic sufficient to impede others' ability to send or retrieve information.



- f. disrupt or harm in any manner AT&T ALASCOM's network;
- g. resell for profit or provide the Service to others without charge.
- h. use the Service in a way which is contrary to any AT&T ALASCOM policy.

Engaging in any of the activities listed above may result in termination of your Service without notice.

You agree that AT&T ALASCOM has the right to monitor Content electronically from time to time; to disclose any information as necessary to satisfy any law, regulation or governmental request; to operate the Service properly; or to protect itself or its Subscribers. AT&T ALASCOM may refuse to post Content or may remove any Content that violates these Terms and Conditions. You must evaluate and bear all risks associated with the use of any Content.

12. SUBSCRIBER INFORMATION

- a. **Credit Inquiries.** You authorize AT&T ALASCOM to make inquiries and to receive information about your credit history from others.
- b. **Information Collection.** You agree that AT&T ALASCOM may, from time to time, collect information concerning your use of the Service. AT&T ALASCOM will use such information solely to improve its service offering and will not share such information with other entities unless required to do so by law or court order.

13. CHANGES TO SERVICE

AT&T ALASCOM may meter and manage its bandwidth in any way.

14. TERMINATION AND EXPIRATION

AT&T ALASCOM may refuse to provide Service or terminate such Service to any one or entity, for any reason without notice.



15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER AT&T ALASCOM NOR ANY OF ITS WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("AT&T ALASCOM'S PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES AT&T ALASCOM NOR ANY OF AT&T ALASCOM'S PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE.

AT&T ALASCOM EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY AT&T ALASCOM OR ANY OF AT&T ALASCOM'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE AT&T ALASCOM PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.

16. QUALITY OF CONTENT

You should be aware that there may be some Content on the Internet or otherwise available through the Service that may be offensive to some individuals, or that may not be in compliance with all local laws, regulations and other rules. AT&T ALASCOM assumes no responsibility for the Content contained on the Internet or otherwise available through the Service. All Content accessed by you through the Service is accessed and used by you at your own risk, and AT&T ALASCOM and each of its respective affiliates, subcontractors, employees and agents shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such Content by you. Content questions or complaints should be addressed to the content provider. AT&T ALASCOM specifically disclaims any responsibility for the accuracy, quality and confidentiality of information obtained through the Service.



17. MONITORING

AT&T ALASCOM's transmission facilities are used by numerous Service subscribers. Because of this, there is a risk that you could be subject to "monitoring." This means that other Service subscribers may be able to access and/or monitor your use of the Service. This risk of monitoring exists not only with wired or wireless transmission facilities, but also on the Internet and other services to which access is provided by AT&T ALASCOM as part of the Service. Because of this risk, any sensitive or confidential information (such as credit card numbers or other personal information, financial information, medical information or trade secrets) sent by you is sent at your sole risk and AT&T ALASCOM shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you.

18. LIMITATION OF LIABILITY

Unless otherwise specified in this Agreement, neither AT&T ALASCOM nor any of its respective affiliates, subcontractors, employees or agents will be liable to you or to any third party for:

- a. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the Service by you including, without limitation, any damage resulting from or arising out of your reliance on or use of the Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission, or any failure of performance of the Service; and
- b. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you on a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of any third party.
- c. The limitations set forth in this Section 18 apply to the acts, omissions, negligence and gross negligence of AT&T ALASCOM and each of its respective affiliates, subcontractors, employees and agents, which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine.



d. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT AT&T ALASCOM'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF AT&T ALASCOM'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO AT&T ALASCOM OR ITS PARTNERS BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

19. SERVICE INTERRUPTIONS

Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure, or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, and upon your request, we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

20. MULTIPLE USERS

You acknowledge that you accept these Terms & Conditions on behalf of all persons who use the Service with your permission or through your Internet connection. You have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible and liable for any and all breaches of the Terms and Conditions, whether such breach is the result of use of the Service by you or by any other user of your computer.

21. GOVERNING LAW

These terms and conditions shall be exclusively governed by, and construed in accordance with, the laws of the State of Alaska.