

MASSACHUSETTS  
40 main st, suite 301  
florence, ma 01062  
tel 413.585.1533  
fax 413.585.8904

WASHINGTON  
501 third street nw, suite 875  
washington, dc 20001  
tel 202.265.1490  
fax 202.265.1489



## Subscriber Terms of Service for the Largest DSL Providers

In light of the revelation that an AT&T customer must adhere to a policy that limits their right to free speech, Free Press has outlined the actual language used in these terms of service (TOS) for the two largest provider of digital subscriber line (DSL) service in the United States.



“When feasible, AT&T will provide you with advance notice of an AUP violation, via Email or otherwise, and demand that such violation be immediately corrected. AT&T reserves the right, however, to act immediately and without notice to suspend or terminate Service(s) in response to a court order or other legal requirement that certain conduct be stopped or when AT&T determines, in its sole discretion, that the conduct may... (4) **damage or disparage the reputation of AT&T** or its Service(s), or (5) otherwise present a risk of harm to AT&T or AT&T's customers or their employees, officers, directors, agents, etc...

Activities that involve use of Services or AT&T's network(s) and that violate any local, state or federal law or regulation, also violate this AUP. Prohibited activities include, but are not limited to...

- creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which **damages the name or reputation of AT&T**.

AT&T takes no responsibility for any material created or accessible on or through the AT&T network(s) and Service(s). 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 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 any user creating, storing or disseminating such material.”<sup>1</sup>



“Verizon reserves the right to deny Service to you, or immediately to terminate your Service for material breach, if your use of the Service or your use of an alias or the aliases of additional users on your account, whether explicitly or implicitly, and in the sole discretion of Verizon... (d) is objectionable for any reason, or (e) in any manner violates the terms of this Acceptable Use Policy...

You may NOT use the Service as follows... (j) **to damage the name or reputation of Verizon**, its parent, affiliates and subsidiaries, or any third parties...

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. 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 this Agreement or that Verizon determines, in its sole discretion, is otherwise objectionable.**”<sup>2</sup>

<sup>1</sup> AT&T Acceptable Use Policy, Available at <http://helpme.att.net/article.php?item=441>.

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<sup>2</sup> Verizon Terms of Service, Attachment A - Acceptable Use Policy, Available at <http://netservices.verizon.net/portal/link/main/policies>.