

## Important Information

**Emergency Notification** – AT&T Landline Texting must not be used as the primary or sole method of sending Messages that contain information that is essential to the protection of life or property. First responders should not rely on AT&T Landline Texting for such situations; in such situations AT&T Landline Texting may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery.

**General** – AT&T Landline Texting is available to Customers with a qualified AT&T business or government agreement (“Enterprise Agreement”) and a Billing Account Number (“BAN”) and an associated cellular telephone number (“CTN”). AT&T Landline Texting may not be available for purchase in all sales channels or in all areas. Some landline or toll-free telephone numbers may be ineligible for use with AT&T Landline Texting. AT&T Landline Texting Customers must have the right to use a valid landline or toll free telephone number that has been issued by an authorized numbering provider. Customers’ right to use proposed numbers is verified before they may use AT&T Landline Texting, and Customers may be requested to provide certain information in order to enable AT&T or its suppliers to perform such verification. For Users who access AT&T Landline Texting using the software application, coverage is not available in all areas. AT&T wireless coverage maps are available at [www.wireless.att.com/coverageviewer](http://www.wireless.att.com/coverageviewer). Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. When users are outside of the coverage area, access will be limited to information and applications previously downloaded to or resident on their device. For devices and service from other wireless carriers, all technical support, voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to the applicable wireless carrier for such rates, terms and conditions.

**Messages** – Customer is solely responsible for the content of all Messages Customer transmits using AT&T Landline Texting. AT&T does not itself verify the content of Messages sent by Users or messages received by Users. AT&T has no responsibility for the accuracy, completeness, safety, reliability, timeliness, innocuousness, legality or applicability of any Message sent to a mobile number or received by any User. Customer’s Messages are sent at its own risk. The availability, security, reliability, accuracy or speed of Message delivery, availability of specified throughput, or timeliness of Message delivery is not guaranteed, and AT&T and its suppliers disclaim all Service Level Agreements (SLAs) or guarantees with respect to the performance of AT&T Landline Texting. The delivery time of Messages is dependent upon the conditions prevailing at the time of submission, and the actual delivery and/or delivery of Messages within a specific period of time are not guaranteed. Messages may not be successfully terminated, or terminated in a timely manner, on a User’s device for reasons such as the User’s device not working properly, being switched off or out of range, or having insufficient message storage space. Messages are deemed to have been delivered when they are delivered to the immediate destination, including mobile telephone networks, or any other intermediary server/API that is designated as the point of delivery for the Message. Delivery on behalf of mobile carriers is not guaranteed. Although AT&T Landline Texting provides extensive text messaging coverage including all major U.S. mobile carriers, there is no guarantee as to its network coverage.

**Message Retention and Deletion** – Messages sent and received using AT&T Landline Texting will be retained by AT&T for a period established by Customer of up to seven (7) years, regardless of whether Messages are deleted by individual Users of the service or by API command. If Customer does not affirmatively establish a retention period, Customer’s Messages will be retained for eighteen (18) months. In addition, Customer’s administrators may direct AT&T to delete stored Messages at any time. AT&T will comply with Customer’s direction to delete Messages within approximately five (5) business days. Requests to delete Messages must specify the time period(s) for which Messages should be deleted. Requests to delete individual Messages or Messages sent or received by specific Users will not be honored. Customers may request access to and retrieve stored Messages at any time up to thirty (30) days after cancellation or termination of service.

**Disclaimers** – AT&T and its suppliers disclaim any warranty, express or implied, that Customer’s use of AT&T Landline Texting will meet Customer’s requirements, that use of AT&T Landline Texting will be uninterrupted, timely, secure or free from error, or that any information Customer obtains as a result of using the service will be accurate or reliable. AT&T Landline Texting is provided on an “AS IS” and “as available” basis, and Customer’s use of the service is at its sole risk. AT&T and its suppliers disclaim all liability related to or arising out of Customer’s use of AT&T Landline Texting, including but not limited to any claim of actual or alleged infringement or misappropriation of intellectual property. AT&T and its suppliers disclaim all liability to Customer for Customer’s inability to access AT&T Landline Texting for reasons beyond their control, including but not limited to cases in which Customer attempts to send Messages to any non-supported, restricted, blocked or unavailable wireless phone numbers or devices.

**Customer Responsibilities** – Customer is solely responsible for abiding by the terms and conditions governing the use of its registered landline and/or toll free number(s) as set forth by the provider of its landline or toll free service. AT&T Landline Texting requires Internet access, for which Customer is solely responsible. Customer must inform Users (i) that Messages are retained regardless of whether they have been deleted by individual Users or by API command and (ii) the period of time that Customer has requested that its Messages be retained. Customer may not use AT&T Landline Texting to transmit Protected Health Information (“PHI”). Customer is solely responsible for all uses of AT&T Landline Texting by its Users and shall indemnify and hold harmless AT&T and its suppliers against all claims arising from or related to such use. If Customer is in breach of any terms or conditions hereof or Customer’s Enterprise Agreement, then in addition to any other remedies set forth in the Enterprise Agreement, AT&T may refuse new activation requests and/or modify or terminate Customer’s use of AT&T Landline Texting. Customer may only access AT&T Landline Texting via the interface purchased and by no other means. Customer may not access (or attempt to access) AT&T Landline Texting through any automated means (including use of any scripts, web crawlers, spiders, robots, site/search retrieval application) especially for the creation of User accounts. Customer is solely responsible for safeguarding its access to AT&T Landline Texting. Customer must take all reasonable steps to ensure that Customer’s passwords, username(s) and API access keys are not disclosed to unauthorized third parties or compromised in any way. Further, Customer is solely responsible for all activities that occur in connection with its account. If Customer becomes aware of any unauthorized use of its password(s), access keys or of its account, Customer must immediately notify AT&T Customer Care at 866-563-4703 or via use of the Support link on the Service Portal.

**Reservations** – AT&T reserves the right to modify or enhance the features or capabilities of AT&T Landline Texting, including Message limits, at any time with or without notice. AT&T reserves the right to change, suspend, terminate, remove, impose limits on the use or access to, or to disable access to AT&T Landline Texting software for any reason at any time without notice and will have no liability to Customer or any third party for doing so. AT&T reserves the right to conduct work at a remote location or use, in AT&T’s sole discretion, employees, contractors or suppliers located outside the United States to perform work in connection with or in support of AT&T Landline Texting.

**Exclusive Remedy** – Customer’s sole and exclusive remedy against AT&T and its suppliers for any damages, losses, claims, costs and expenses arising out of or relating to use of AT&T Text Messaging will be termination of service.

**End User License Agreement** – Customer’s use of AT&T Landline Texting, including related software, is subject the terms of its Enterprise Agreement and the End User License Agreement located at [landlinetexting.att.com/legal](http://landlinetexting.att.com/legal). The AT&T Landline Texting EULA must be accepted before Customer’s (and each User’s) first use of the service. If Customer or a User does not accept the terms of the EULA, Customer (or the User) must not use the service. Customer must accept the EULA as the party liable for each User, and agrees in such case that the Users will comply with the obligations under the EULA. Customer and its Users are individually and jointly liable under the EULA.

**Data Privacy** – Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third-parties who act on AT&T’s or AT&T’s supplier’s behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the service. As used herein, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its Users. Customer is responsible for providing Users with clear notice of AT&T’s and Customer’s collection and use of Customer Personal Data obtained via AT&T Landline Texting and for obtaining Users’ consent to that collection and use. Customer may satisfy its notification requirements as to AT&T by advising Users in writing that AT&T and its suppliers may collect and use Customer Personal Data by providing for User review the relevant links to the Product Brief or other sales information that describes AT&T Landline Texting and to AT&T’s Privacy Policy at [www.att.com/privacy](http://www.att.com/privacy).

**Messages, Privacy and SPAM** – AT&T is a strong supporter of a SPAM-free communication environment. AT&T Landline Texting monitors text message behavior for the purpose of minimizing complaints on unwanted SPAM, which may cause delivery delays. Any account found to be using AT&T Landline Texting for SPAM may be suspended without notice, and Message volume will be throttled on accounts deemed to be sending SPAM messages. If Customers know of or suspect any violators, please notify AT&T immediately at [mobilityabuse@att.com](mailto:mobilityabuse@att.com) or deliver an SMS message to 7726. Any unused credit or remaining service fee will not be refunded. AT&T Landline Texting looks for keywords that denote an individual's intention to opt-out of receiving text messages. Those keywords include, but are not limited to: stop, stopall, block, end, unsubscribe, and quit. If a message is received from a recipient and the response contains one of these values, Customer will not see the recipient's response. Such recipients will receive an informational text message, letting them know that Customer's number has been blocked from texting to the recipients and giving them a way to undo their action if it was unintentional. Otherwise, Customer will be blocked from sending Messages to those individuals. Notwithstanding AT&T's anti-SPAM commitment and procedures, it is Customer's responsibility to comply with all applicable SPAM and privacy regulations and guidelines in each jurisdiction where messages are transmitted, distributed or received. Customer agrees it will not use AT&T Landline Texting to send recurring, non-conversational or non-human-to-human Messages to any recipients without their consent. Customer will have the burden of proving consent with clear and convincing evidence if a recipient complains Customer did not obtain consent consistent with applicable rules and regulations. Customer may not use AT&T Landline Texting to transmit any communication that would violate any applicable federal, state or local law, court order or regulation, including but not limited to the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"), the rules governing the DoNotCall Registry, currently found at [www.donotcall.gov](http://www.donotcall.gov), and the CAN-SPAM Act. Customer agrees to comply with the Guidelines of the Mobility Marketing Association, currently found at <http://www.mmaglobal.com/bestpractices.pdf>, and of the CTIA, currently found at [http://www.wmcglobal.com/images/CTIA\\_playbook.pdf](http://www.wmcglobal.com/images/CTIA_playbook.pdf), as such guidelines may be amended from time to time. AT&T reserves the right, but is not obligated, to deny, disconnect, suspend, modify and/or terminate Customer's AT&T Landline Texting without notice. AT&T's failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Use of AT&T Landline Texting is subject to the AT&T Acceptable Use Policy, which can be found at <http://www.att.com/aup>. Customer and its Users must cooperate with AT&T and/or governmental authorities in investigations alleging a violation or prohibited use of AT&T Landline Texting. AT&T's privacy policy may be viewed at [www.att.com/privacy](http://www.att.com/privacy).

