

## **Welcome to America Online<sup>sm</sup>!**

America Online is the online service that has been designed exclusively to bring you, the Mac enthusiast, a world of information, software, computing support, fun and friendship.

### **Your Free Trial**

This is a special distribution of America Online for Apple dealers and field sales representatives. It enables you to explore the entire service FREE if you sign on now.

With this software, we've included a \$25 usage credit -- good for up to 5 hours of night/weekend usage or up to 2 1/2 hours of daytime usage. That will give you plenty of time to explore the service, but sign on soon because this special offer expires November 15, 1990.

### **To Sign On Now**

Trying America Online is simple. Just follow the three easy steps below. (Before you sign on, please review America Online's Terms of Service included in this "Read Me" file.)

- Copy the America Online application from this CD-ROM disk onto your hard drive or a floppy disk.
- Make sure that your modem is turned on and connected to a standard telephone line.
- Launch the application. Then just follow the on-screen instructions to enjoy America Online and discover for yourself why MacUser calls America Online "the online service for the rest of us."

### **If You Need Help**

Call our Customer Relations representatives at 1-800/227-6364 if you have problems connecting to America Online

### **Benefits For Your Customers, Too**

Best of all, you can pass along the benefits America Online has to offer to your customers! For a limited time, you can receive America Online starter kits at no charge to you or your customers. Just call 1800/227-6364, ext. 5330, to order your kits.

The biggest on-going benefit of America Online for your customers is the value it provides. After they exhaust their usage credit, customers pay only \$5 per hour for evening and weekend usage and \$10 per hour for weekday daytime usage. Users also pay a monthly fee of \$5.95, which includes an hour of online time to be used during evenings or weekends.

### **Your Online Tour**

There are hundreds of things to do and see on America Online. Here are just a few to get you started on your adventure:

- Visit the Macintosh software libraries (keyword: Software)  
Getting new software through America Online is inexpensive and easy. With the touch of

a button, you can download one of thousands of public domain or shareware files from our libraries. Don't know exactly what you're looking for? Then just browse the libraries using our sophisticated file searching system.

- Macworld Magazine Online (keyword: Macworld)

America Online is the only place you'll find Macworld magazine online. Search our online archives for past issues of the magazine, check out their Best Sellers list, search the product database for version information, or chat with your favorite columnist or editor.

- Microsoft Knowledge database (keyword: Microsoft)

Through America Online, Microsoft gives you access to the same product database their customer service representatives use. This exhaustive resource is sure to prove helpful with any Macintosh question.

- Inside Technology with Denise Caruso (keyword: Inside Technology)

America Online is where the Mac experts chat. Meet Denise Caruso in her "Inside Technology" forum. In fact, if something's hot in the Silicon Valley, it's a sure bet you'll read about it first in this insider's forum.

- Computing Support (keyword: Forums)

Whether novice or expert, America Online is the place to expand your knowledge. Our Forums boast broad expertise on all aspects of Macintosh computing. Here too, you'll obtain support and product information from your favorite software publishers. t

- Connect with People (keyword: People)

"People Connection<sup>®</sup>" is the heart of America Online. Whether you want to discuss current events, show off your knowledge of trivia, or just shoot the breeze, you'll find new friends in People Connection's chat rooms.

- Indulge Your Interests (keyword: Entertainment)

Whatever your interests, when you're ready to unwind, America Online is ready for you. You'll find multi-player, interactive games, the latest gossip from Hollywood, up-to-the-minute news from the world of sports, and a variety of fun clubs (the Comedy and Trivia clubs are just two).

- Keep On Top of News & Finance (keyword: News)

In America Online's News & Finance department, keeping updated on the events and trends that affect your life is easy--as is checking your investments, obtaining book and movie reviews, or following trends in your industry.

- Education & Reference (keyword: Learning)

Imagine having the most current encyclopedia at your fingertips; a private tutor to help you or your children with school work; a chance to take classes without ever leaving your home; or a searchable database full of information about colleges across the United States. You don't have to imagine--America Online's got it!

- Travel & Shopping (keyword: Shopping)

No more crowded parking lots and tired feet when you shop the America Online way. Go to Travel & Shopping for America Online's one-stop shopping experience -- and find the greatest items at the best prices--flowers, airline tickets, computer supplies, leisure and recreational goods.

- Online Support (keyword: Customer Service)

We believe in providing support that is as easy as possible for our customers to receive. That's why America Online's help area is free of charge on evenings and weekends. There you'll find the Member's Online Guide, up-to-date information on your America Online bill, the Customer Relations Hotline, and complete schedules of online events.

## **America Online<sup>sm</sup> Information for Members**

### Monthly Membership Fee

After your free time is used, you'll be given the opportunity to become a permanent member of America Online. Members are charged a monthly \$5.95 fee for their use of the America Online service. This fee, charged at the beginning of each month of your membership, includes:

- One evening or weekend hour (a \$5 usage credit) each month to use the America Online services
  - Unlimited free evening and weekend use of the What's New & Online Support area of America Online.
- Turn to this area for answers to your questions about using America Online and for complete schedules of America Online nightly events.

America Online supports 300, 1200, and 2400 baud modems. There are no pricing differences based on modem speed (baud rate).

### Billing

After your free time is used, you will have the choice to go through the registration process to become a permanent member of America Online. At that time, you will have the opportunity to select your billing option. You may either have your America Online charges automatically deducted from your VISA or Mastercard account, or you may have your charges electronically deducted from your checking account through CheckFree.

We urge you to choose the VISA or Mastercard billing option while registering with America Online. CheckFree checking account customers will be charged \$2 per month to cover processing fees for this service.

### Online Charges

EVERY MONTH, you will have up to one FREE evening or weekend hour (a \$5 usage credit) to use the services of America Online. If you use more than your \$5 usage credit, you will be charged for your extra use. (Unused portions of the credit DO NOT carry over to your next billing month.)

Online charges per hour are as follows:

- Nonprime time\*: \$5/hr  
(6 p.m. to 6 a.m., your local time)
- Prime time: \$10/hr  
(6 a.m. to 6 p.m., your local time)

Note: Alaska, Hawaii, and Canada members pay a 20 cent/minute surcharge in addition to above hourly rates at all times.

\*Your first nonprime time hour of America Online use each month is FREE.

Nonprime time extends from 6 p.m. to 6 a.m. Monday through Friday, and all day on weekends and the following holidays: New Year's Day, July 4, Labor Day, Thanksgiving, Christmas. Prime time extends from 6 a.m. to 6 p.m. Monday through Friday. The prime time rate includes a telecommunications surcharge and

reflects the higher cost of communications during business hours.

#### Upload Credits

If you upload public domain software or shareware to the America Online software libraries, you will receive a credit for the amount of time it took you to upload the program. Upload credits will be calculated at the nonprime time rate and will be automatically credited to your account. To obtain the best value, we recommend you upload software during evening and weekend (nonprime time) hours.

### **Terms of Service**

#### A. General

1. The America Online service ("America Online") is provided by Quantum Computer Services, Inc. ("Quantum").
2. By registering for America Online or using the enclosed computer program or any manuals or documentation related thereto ("America Online Software"), you become a Member, and agree to the terms of this agreement ("Terms of Service"), which includes the software license and disclaimer of warranty. If you do not agree to these Terms of Service please do not register for America Online, or use the America Online Software. The Terms of Service, which is also available online in the "What's New & Online Support" is subject to change by Quantum at any time, and changes are effective upon Notice, as defined herein, to each Member.
3. The America Online Software is licensed, not sold, to you for use only under the terms of the license contained herein, and Quantum reserves any rights not expressly granted to you.
4. All provisions of the Terms of Service apply to all accounts, sub-accounts, and alternate screen names associated with the Member's principal account.
  - a. Each Member is responsible for the use of his or her account(s) under any screen name on that account, and for ensuring full compliance by the user of that account with these Terms of Service.
5. Member is responsible for obtaining and maintaining all equipment necessary to connect to America Online.
6. Member agrees to use America Online in a manner consistent with any and all applicable laws and regulations.
7. Member may not be a minor. (A minor's parent or legal guardian may authorize a minor to use his/her accounts.)

#### B. Payment

1. Member is responsible for all telephone charges for connecting directly to Telenet or Tymnet or other network access node. Members outside of the United States requiring access to an additional telecommunications network in order to connect to America Online are responsible for those charges.
2. Member agrees to pay Quantum all charges relating to the use of Member's account(s), including but not limited to charges for use of America Online (as published online at the time America Online is used), merchandise or services purchased through America Online, and charges incurred by minors using Member's account(s). Current online rates may be learned by calling Quantum at 703-893-6288.
3. Quantum reserves the right to change fees, surcharges, monthly membership fees or institute new fees at any time upon thirty (30) days prior Notice.
4. Member may not place orders, or attempt to pay for America Online services using any expired, false or unauthorized credit card, or false or unauthorized bank or credit union information, and must promptly inform Quantum of the following:
  - a. Changes in the expiration date of any credit card they use in connection with America Online.
  - b. Any changes to the bank or credit union account they use in connection with America Online.
  - c. Changes in their home or billing address.
  - d. Apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of a credit card, bank or credit union account, ID or password.Until Quantum is notified by telephone at 703-893-6288, or receives Notice, of a breach of security, the Member will remain liable for any unauthorized use of America Online.
5. Member is responsible for all charges at the time the service is used.
6. Quantum reserves the right to suspend access to America Online for Member's account(s) immediately, without Notice, upon rejection of any credit card charges, non-payment by Member's bank or credit union of

authorized charges or any other indication of credit problems.

a. If Quantum is unable to collect the full amount of Member's America Online account balance, an additional \$15.00 will be added to your America Online bill. Full payment, including the \$15.00 charge, is due and payable to Quantum by money order or certified check within thirty (30) days after Notice.

#### C. Non-Quantum Sales and Services

1. Member may order services or merchandise from other Members and users of America Online, not affiliated with Quantum, ("Seller") through America Online.
2. All matters concerning the merchandise and services ordered from Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between the Seller and the Member. Quantum makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. Quantum shall not be a party to such transactions or be liable for any costs or damages arising out of, either directly or indirectly, the actions or inactions of Sellers.

#### D. Termination

1. A Member's access to, and use of, America Online may be terminated at any time, and without cause, by the Member or Quantum sending Notice to the other party.
2. Member is liable for any charges incurred by them until the effective date of such termination.
3. Terminations by Member will be effective on the day that Quantum receives Notice or on a future date if so specified in the Notice.
4. Terminations by Quantum will be effective on the day that Quantum gives Notice of such termination to Member.
5. Upon termination of the America Online service, the Member's license to use the America Online Software is also terminated.
6. Quantum reserves the right, at its sole discretion, to immediately, without Notice, suspend or terminate a Member's access to and use of America Online upon any breach of the Terms of Service (including any breach of the America Online Software license) by Member.

#### E. Disclaimer of Warranty and Limitation of Liability

1. Limited Warranty on Media and Manuals. Quantum warrants the disks on which the America Online Software is recorded and the manuals distributed with the America Online Software to be free from defects in materials and faulty workmanship under normal use for a period of ninety (90) days from the date of purchase as evidenced by a copy of the receipt. In the event of a verifiable defect covered by this limited warranty, Quantum will replace the disk with proof of purchase to Quantum. Quantum shall have no responsibility to replace or refund the purchase price of a disk damaged by accident, abuse, or misapplication.

**2. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE AMERICA ONLINE SOFTWARE AND AMERICA ONLINE, THE QUALITY OF ANY RELATED SERVICES, AND THE ACCURACY OF ANY INFORMATION, OR QUALITY OF ANY SOFTWARE CONTAINED THEREIN IS WITH YOU. SHOULD THE AMERICA ONLINE SOFTWARE, AMERICA ONLINE, AND ANY SERVICES, INFORMATION OR SOFTWARE CONTAINED THEREIN PROVE DEFECTIVE, YOU (AND NOT QUANTUM) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.**

**3. QUANTUM DOES NOT WARRANT THAT THE FUNCTIONS OR SERVICES PERFORMED BY, OR THAT THE INFORMATION OR SOFTWARE CONTAINED IN THE AMERICA ONLINE SOFTWARE OR AMERICA ONLINE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE AMERICA ONLINE SOFTWARE OR AMERICA ONLINE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE AMERICA ONLINE SOFTWARE OR AMERICA ONLINE WILL BE CORRECTED. AMERICA ONLINE AND THE AMERICA ONLINE SOFTWARE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. QUANTUM DOES NOT MAKE ANY WARRANTIES, EXPRESS (EXCEPT AS EXPRESSLY PROVIDED HEREIN) OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE AMERICA ONLINE SOFTWARE, AMERICA ONLINE, ANY SERVICES PROVIDED BY SAME AND ANY INFORMATION OR SOFTWARE CONTAINED THEREIN.**

**4. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES OF ANY KIND**

**THAT ARE MADE BY QUANTUM ON THE AMERICA ONLINE SOFTWARE, AMERICA ONLINE, ANY SERVICES PERFORMED BY SAME AND, INFORMATION OR SOFTWARE CONTAINED THEREIN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUANTUM OR ITS AUTHORIZED DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**5. IN NO EVENT WILL QUANTUM BE LIABLE (I) TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION STORED ON THE DISK, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE AMERICA ONLINE, ANY SERVICES PROVIDED THEREIN OR INFORMATION OR SOFTWARE CONTAINED THEREIN, THE AMERICA ONLINE SOFTWARE OR THE DISK ON WHICH IT IS RECORDED, EVEN IF QUANTUM OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM BY ANY OTHER PARTY.**

**6. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**7. QUANTUM'S LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE STRICTLY LIMITED TO THE AVERAGE AMOUNT PAID PER MONTH BY OR ON BEHALF OF THE MEMBER TO QUANTUM FOR AMERICA ONLINE USAGE.**

8. Member is responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to America Online for the reconstruction of any lost data.

9. NON-QUANTUM SUPPLIED INFORMATION:

a. Opinions, advice, services and all other information expressed by Members, information providers, service providers, or other non-Quantum personnel on America Online are those of the provider and not of Quantum.

b. Members are urged to seek professional advice for specific, individual situations.

10. TELEPHONE CHARGES:

a. Quantum assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs, incurred by Member while accessing America Online.

b. Any disputes or problems regarding phone service are strictly between the Member and his or her local phone company and/or long distance service provider.

#### F. Online Conduct

1. Any action by a Member, that in Quantum's sole opinion, restricts or inhibits other Members from using and enjoying America Online (such as but not limited to, the use of vulgar language; inappropriate screen names; committing, or discussing with the intention to commit, illegal activities), is strictly prohibited.

a. Member specifically agrees not to submit, publish, or display on America Online any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor shall Member encourage the use of alcohol, tobacco, or controlled substances.

b. Transmission of material, information or software in violation of any local, state or federal law is prohibited and is a breach of the Terms of Service.

c. Member specifically agrees not to upload, post or reproduce in any way any materials protected by copyright without the permission of the copyright owner.

d. Member specifically agrees to indemnify Quantum for any losses, costs, or damages, including reasonable attorney's fees incurred by Quantum and relating to, or arising out of any breach of this section (Online Conduct) by Member.

2. America Online is to be used by Member for his/her personal use only. Commercial uses of America Online, other than the use of message boards for legal and appropriate messages, are strictly prohibited unless prior written consent from Quantum has been granted.

3. SOFTWARE LIBRARIES:

a. Only public domain files, and files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries by Member. Any other software may not be uploaded to the America Online software libraries.

- b. Quantum, at its sole discretion, reserves the right to refuse posting of files, and to remove files.
- c. Quantum, at its sole discretion, further reserves the right to immediately terminate, without Notice, a Member who misuses the software libraries.

#### 4. PUBLIC POSTING AREAS ("MESSAGE BOARDS"):

- a. Quantum, at its sole discretion, may remove messages it deems to be unacceptable or in violation of the Terms of Service.
- b. Quantum, at its sole discretion, further reserves the right to immediately terminate, without Notice, a Member who misuses the message boards.

#### 5. REAL-TIME/INTERACTIVE COMMUNICATIONS AREAS:

- a. Quantum, at its sole discretion, reserves the right to immediately terminate, without Notice, a Member who misuses the real-time conference areas or violates the Terms of Service.

### G. America Online Software License

#### 1. LICENSE:

- a. The license granted to you under the Terms of Service allows you to:

- (i) Use the America Online Software only on a single computer.
- (ii) Make one copy of the America Online Software in machine-readable form solely for backup purposes.

The America Online Software is protected by United States copyright law. You must reproduce on each copy all copyright notices and any other proprietary legends that were on the original copy.

#### 2. RESTRICTIONS:

- a. You may not distribute copies of the America Online Software to others or electronically transfer the America Online Software from one computer to another over a network.
- b. The America Online Software may only be used in North America. Use outside of this territory is prohibited.
- c. You may not decompile, reverse engineer, disassemble, or otherwise reduce the America Online Software to a human-perceivable form.
- d. You may not modify, adapt, translate, incorporate into other works, rent, lease, loan, resell for profit, distribute, network, or create derivative works based upon the America Online Software or any part thereof or any manuals or documentation related thereto.
- e. Compliance with each of the provisions of the Terms of Service shall be a material condition of the foregoing license.
- f. The America Online Software is not available for transmission to or use by nationals of any of the following countries: Afghanistan, Albania, Bulgaria, People's Republic of China, Cuba, Czechoslovakia, German Democratic Republic (East Germany), Hungary, Kampuchea (Cambodia), Laos, Libya, Mongolian People's Republic, North Korea, Poland, Rumania, Union of Soviet Socialist Republics (including Estonia, Latvia and Lithuania), and Vietnam. Any person proposing to transfer this product across national borders must secure a written assurance from the transferee that the transferee shall observe the territorial restrictions of the preceding sentence.

#### 3. TERMINATION:

- a. This license shall terminate upon termination of the membership for which it was used, or issued.
- b. Upon such termination the Member must either return all America Online Software to Quantum or destroy it.
- c. Member who desires to terminate their membership in America Online must do so in accordance with Section D of the Terms of Service.

### H. Copyright and Other Proprietary Rights

#### 1. COPYRIGHTS:

- a. Quantum owns and retains the copyright in the America Online Software.
- b. Quantum owns and retains the copyright in America Online.
- c. Except for the public domain material, electronic messages and material in message boards, all copyrightable material displayed on, or downloaded from America Online is copyrighted, and may not be redistributed, transmitted, retransmitted or copied (other than a single copy for personal use), or published without permission of the copyright owner.
- d. All copyright or other proprietary rights notices contained in or associated with the America Online Software, America Online, and any information or software contained therein must be preserved in, or on, any copies made of such material.
- e. Message Boards shall not contain copyrighted material and anyone posting information in these areas

thereby consents to the placement of such material in the public domain.

f. The placement of copyrighted material in any public posting area, or software library of America Online without the consent of the copyright owner is in violation of the Terms of Service.

g. A Member submitting information, or materials, owned by Members for publication, or download, on America Online grant Quantum an irrevocable, non-exclusive, royalty-free worldwide permission, rights and license to use, reproduce, modify and distribute the materials or information and to incorporate the materials or information in other works. Quantum shall have the right to sublicense such rights to others.

## 2. TRADEMARKS AND SERVICE MARKS:

a. America Online is a service mark of Quantum Computer Services, Inc.

b. Sportslink, Stocklink, DemoWare and Rabbit Jack's Casino are registered trademarks or registered service marks of Quantum Computer Services, Inc.

c. MasterWord, Quantum, Quantum Space, QuickFind, Phantasy Guild, RockLink, Quiz Quest, Teachers' Information Network, Career Center, Interactive Education Services, Academic Assistance Center, Idea Exchange, Industry Connection are service marks of Quantum Computer Services, Inc.

## I. Information Supplied by Member to Quantum

1. Except as stated below, Quantum may use or disclose information regarding Member for any purpose.

2. Information regarding a Member's credit card number(s), bank account number(s) which the Member supplies to Quantum shall only be used or disclosed only for the purposes for which such information was collected, or as required by law.

a. Members' addresses, phone numbers and other relevant information will be provided to information providers, service providers and Merchants for the purposes for which such information was collected.

## J. Electronic Mail

1. Electronic mail ("Mail") is an private electronic message sent by a Member or by Quantum to another Member or user of America Online.

a. Once it has been read, it is retained on America Online for one (1) week.

b. If you delete a screen name, any unread Mail sent prior to that deletion will also be removed, as a deleted screen name cannot be reinstated.

c. UNREAD MAIL IS AUTOMATICALLY DELETED EIGHT (8) WEEKS AFTER THE DATE SENT.

d. A canceled America Online account will retain its unread Mail until the account is re-opened and the Mail is read or until eight (8) weeks after the Mail was sent, whichever occurs first.

2. From time to time Quantum may send Members Mail with an expiration date. This means that Mail sent by Quantum may be deleted from your mailbox, by our system, if not read within a certain time frame, (e.g., mail relating to promotions no longer valid after a certain date.)

3. Quantum will not intentionally inspect the contents of Mail sent by one Member to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender or an intended recipient, unless required to do so by law. Quantum reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or relating to any Mail transmitted on America Online.

## K. Notices

1. Notices by Quantum to Member may be given by means of Mail through America Online, by a general posting on America Online, or by letter through the U.S. Postal Service. Notice to Member shall be deemed to have been delivered and given for all purposes on the delivery date if delivered by Mail on the date of general posting on America Online or two business days after the mailing date, whether or not actually received, if sent by U.S. mail postage and charges prepaid, to the address of the party to whom the same is directed as set forth below. Either party may change its address by giving the other party notice of such change in accordance with this section.

2. All Notices to Quantum by means of Mail must be sent to: "CS Manager." (Member may also send Notice to Quantum through the America Online Hotline function in the What's New & Online Support area on America Online.)

3. All Notices sent to Quantum through the U.S. Postal Service should be sent to:

America Online Member Services  
c/o Quantum Computer Services, Inc.  
8619 Westwood Center Drive  
Vienna, VA 22182



#### 4. NOTE TO CALIFORNIA SUBSCRIBERS:

a. In compliance with the California Electronic Commerce Act, Quantum provides California residents the following information about America Online:

(i) If you have a complaint, or desire further information about America Online contact Quantum in writing at 8619 Westwood Center Drive, Vienna, VA 22182; by telephone at 703-893-6288; or by using the America Online Hotline in the What's New & Online Support area on America Online.

(ii) All current pricing and membership information for America Online can be reviewed online in the What's New & Online Support area.

(iii) The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N Street, #501, Sacramento, CA 95814, or by telephone at 916-445-1254.

#### L. Other Provisions

1. In the event that any provision of the Terms of Service conflict with the law under which the Terms of Service are to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

2. The Terms of Service shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Virginia. Each party irrevocably consents to the jurisdiction of the courts of the Commonwealth of Virginia and the federal courts situated in the Commonwealth of Virginia, in connection with any action to enforce the provisions of the Terms of Service, to recover damages or other relief for breach or default under the Terms of Service, or otherwise arising under or by reason of the Terms of Service.

3. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

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