

nook color™

by Barnes & Noble

User Guide

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Model BNTV250

Version: 1.0.0.A

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Introduction

This User Guide is designed to help you get the most enjoyment out of your NOOK Color™ eReader.

Contact Us

If you have questions about your NOOK Color that this guide doesn't answer, be sure to visit the NOOK Color online support center at:

<http://www.nookcolor.com/support>

The online support center offers additional information about your NOOK Color, including:

- A PDF version of this *NOOK Color User Guide* that you can download to your computer
- Tutorial videos
- Frequently Asked Questions

You can also contact Barnes & Noble Customer Support by sending email to NOOK Color@barnesandnoble.com or by calling 1-800-843-2665 (1-800-THE-BOOK) and selecting the option for Digital Technical Support. Outside the United States, please call 1-201-438-1834.

Stay in Touch

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<http://www.facebook.com/nookBN>

<http://www.twitter.com/nookbn>

Now, let's get started with a quick tour of your NOOK Color and its main features.

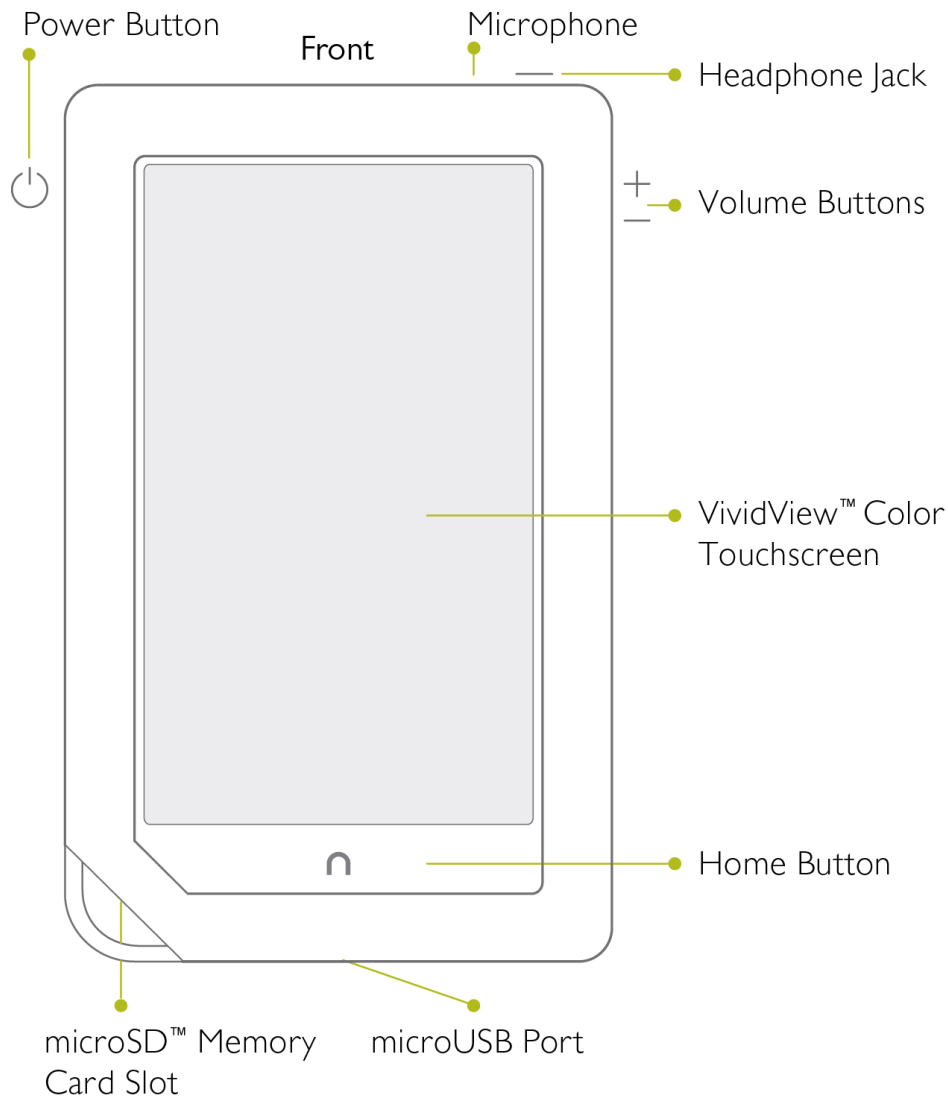
Getting to Know Your NOOK Color

Your NOOK Color is an eReader with a full-color touchscreen.

On your NOOK Color, you can:

- Read books, magazines, and newspapers
- Shop over two million titles. Buy books, single issues of magazines and newspapers, as well as subscriptions to magazines and newspapers
- Store thousands of books, along with magazines, newspapers, music, photos, and more
- Sample books for free
- Lend, borrow, share, and recommend books to friends via Facebook®, Twitter®, or Google® using Barnes & Noble's exclusive, patent-pending LendMe™ technology
- Store and play songs and videos
- Send and receive email
- Store and read files, including PDFs and Microsoft Office documents

Your NOOK Color is small enough to hold easily with one hand and to slip into a bag or a purse.



Power Button

On the left side of your NOOK Color is the power button. Press and hold the button for 2 seconds to turn on your NOOK Color. To learn more about power management for your NOOK Color, see “Power and Charging”.

Headphone Jack

Along the top edge of your NOOK Color, you’ll find a 3.5 mm audio jack—a standard size jack for headphone and ear buds.


Volume Controls

Raise or lower the volume of audio by pressing the + or – buttons on the right side of your NOOK Color.

VividView™ Color Touchscreen

Your NOOK Color features a high-resolution 7-inch color touchscreen for easy navigation and page turns.

Home Button

This NOOK symbol  on the lower front of your NOOK Color is called the Home button. If you press the Home button when your NOOK Color is sleeping, your NOOK Color wakes up and turns on. If your NOOK Color is already on, pressing this button will always take you back to the Home Screen.

microUSB Port

Your NOOK Color features a microUSB port for charging and for connecting to a personal computer.

microSD Memory Card Slot

Your NOOK Color features enough built-in memory to hold thousands of books, along with many magazines, newspapers, photos, and personal files such as PDFs.

You can add more storage to your NOOK Color by installing a standard microSD Memory card. The card fits into a covered slot in the back of your NOOK, next to the curved bar in the corner. A microSD Memory Card can hold up to 32 GB of books, magazines, newspapers, and other files. Once you have installed a microSD Card in your NOOK Color, you can access the files stored on the card through the My Files section of your Library.

To learn about installing a microSD Memory Card in your NOOK Color, see “Using an SD Memory Card”.



Getting Started with Your NOOK Color

The first time you use your NOOK Color, you'll need to go through a short set-up process that will take about 5 to 10 minutes. Make sure that you're in an area that has a Wi-Fi connection (a wireless connection to the Internet), because part of the process is registering your NOOK Color with your Barnes & Noble account on BN.com.

NOTE: You will not be able to set up your NOOK Color without a Wi-Fi connection.

In the set-up process, you will do the following:

- Turn on your NOOK Color.
- Watch a quick video that introduces you to the main features of your NOOK Color.
- Accept the Terms of Service for the NOOK Color.
- Connect to a Wi-Fi network.
- Set the time zone for your NOOK Color.
- Register your NOOK Color to a Barnes & Noble account.

NOTE: If you don't already have a Barnes & Noble account, you'll have an opportunity to create one during the registration step.

Your Barnes & Noble Account

A Barnes & Noble account allows you to purchase and download books, magazines, and newspapers on your NOOK Color, and from the Barnes & Noble Web site.

The account also allows you to synchronize your NOOK Color with any other NOOK eReaders you have, such as NOOK eReader software applications installed on your tablet (for example, an iPad® or an iPod touch®), PC, or smartphone (for example, an iPhone® or an Android phone).

If you don't have a Barnes & Noble account, you can set one up in a few minutes on the NOOK Color Web site. Just open a browser on your computer, and visit the page: www.nookcolor.com/setup. You'll also have the opportunity to set up an account during the registration process for your NOOK Color.

Your Barnes & Noble account is ready for use once you have set up the following:

- An email address
- A default credit card number
- A valid expiration date for the credit card
- A current U.S. billing address

If you have any questions about setting up an account, please call Customer Service at 1-800-THE-BOOK (1-800-843-2665).

Registering Your NOOK Color

NOTE: You will need to connect to a Wi-Fi network to complete your registration.

1. **Watch the Introductory Video.**

The first time you turn on your NOOK Color, it will show a 90-second video that gives you a quick tour of the main features of your NOOK Color. Tap the button labeled “Play Video” to start playing the video.

NOTE: You can re-watch this video and watch other NOOK Color tutorial videos, as well, once you have completed the registration process. See the “Tutorial Videos” section below for details.

2. **Read and Accept the Terms of Service.**

When the video has finished, your NOOK Color displays its Terms of Service. Read the terms. To accept them, tap the *Agree* button. (If you do not accept the Terms of Service, you will not be able to use your NOOK Color.)

3. **Select your Time Zone.**

After you accept the Terms of Service, your NOOK Color displays a list of time zones. Scroll through the list and tap on the time zone you’re in (for example, Eastern Standard Time). Then tap *Next*.

4. **Connect to a Wi-Fi network.**

To register your NOOK Color and to purchase and download books and periodicals, you need to be connected to a Wi-Fi network. If you’re in a Barnes & Noble store, your NOOK Color will automatically open a dialog box, offering you the option of connecting to the store’s Wi-Fi network. If you’re in some other location with Wi-Fi access, your NOOK Color will list all the networks it finds. Tap on the name of the network you want to connect to. If you see a lock symbol beside the network’s name, it’s a secure network. You’ll need to enter a password to connect to the network. If you do not know the network password, ask for the network administrator for help. If you have problems connecting, visit <http://www.nookcolor.com/wifi> for more troubleshooting tips.

5. **Register your NOOK Color.**

When you register your NOOK Color, you link it to your Barnes & Noble account and give it access all the books and periodicals in your Barnes & Noble library. You also make it possible to shop for new books and periodicals on your NOOK Color.

If you already have a Barnes & Noble account, do this:

- a. Enter the email address and password for your Barnes & Noble account.
- b. Tap *Submit*.

If you do not already have a Barnes & Noble account, do this:

- a. Tap the gold arrow in the lower right corner of the screen.
Your NOOK Color displays a form for creating a Barnes & Noble account.
- b. Enter the information requested, such as your name and a password.
- c. Tap *Submit*.
Your NOOK Color creates your Barnes & Noble account and registers your NOOK Color to your account.

That’s it. You’ve registered your NOOK Color.

You’re ready to read books, magazines, and newspapers, and to shop in the NOOK Store™.

Power and Charging

Turning Your NOOK Color On and Off

NOTE: If you have set up a passcode to protect your NOOK Color, you will have to enter the passcode after you turn on your NOOK Color.

Turning On Your NOOK Color

To turn on your NOOK Color, press the power button located on the left edge of your NOOK Color. Hold the button down for 2 seconds and release it.

Your NOOK Color starts. When it has completed its start-up process, it makes a chiming sound.

Turning Off Your NOOK Color

You do not need to turn your NOOK Color off when you stop using it. With a fully charged battery and with Wi-Fi turned on, your NOOK Color has enough power to last in a suspended “sleeping” state for many days. With a fully charged battery and with Wi-Fi turned off, your NOOK Color has enough power to last in a suspended state for several weeks.

On the other hand, if you are carrying your NOOK Color without a cover in a bag or purse, you might want to turn off your NOOK Color to avoid it being accidentally turned on from its “sleeping” state. You also might want to turn off your NOOK Color simply to conserve power.

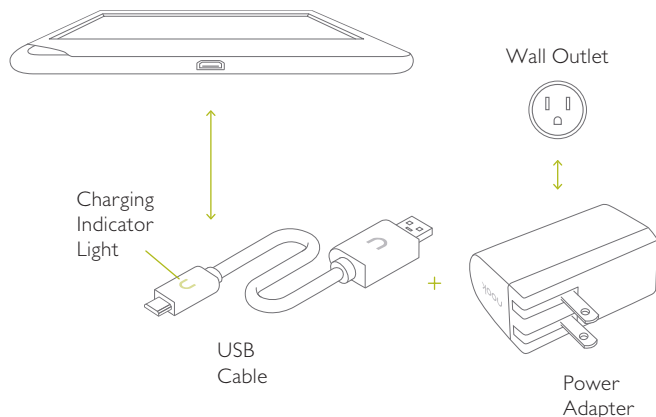
To turn off your NOOK Color, do this:

1. Press the power button and hold it down for 5 seconds.
A window appears, asking if you really want to turn your NOOK Color completely off.
2. Tap the *Power off* button in the dialog box.
Your NOOK Color turns off.

NOTE: If you ignore the window asking you to confirm that you want to power off your NOOK Color, after several seconds the window disappears and your NOOK Color resumes whatever it was doing before you pressed the power button.

Wall Charging

To charge your NOOK Color, plug it into a wall socket. Plug the small end of the microUSB cable into the microUSB slot on the bottom of your NOOK Color. Plug the large end of the microUSB cable into the power adapter. Plug the adapter into a wall outlet.



CAUTION: Only use the Barnes & Noble power adapter and custom microUSB cable supplied with your NOOK Color. Other power adapters might damage your NOOK Color and its battery. Do not use a power adapter and cable intended for other models of NOOK eReader. Use only a NOOK Color power adapter and cable.

NOTE: Using your NOOK Color's microUSB cable, you can connect your NOOK Color to your personal computer to transfer files. Connecting over USB cable does not charge your NOOK Color, however. To charge your NOOK Color, you must plug it into a wall outlet.

To charge your NOOK Color from a wall outlet, do this:

1. Assemble the power adapter and microUSB cable. Insert the large end of the USB cable into the matching receptacle on the power adapter.
2. Plug the NOOK Color end of the USB cable into your NOOK Color.
3. Plug the power adapter into a compatible electrical outlet. If your NOOK Color was turned off, it will now turn itself on.

NOTE: Depending on how much power remains in the battery, it might take around 3-4 hours to fully recharge your NOOK Color. Do not turn off your NOOK Color while it is charging.

NOTE: Once your NOOK Color has enough power to turn on, you can see how much power remains in the battery by checking the battery charge indicator in the right corner of the Status Bar. You may need to drag the green NOOK symbol to the right across your screen to unlock your NOOK Color and display the Status Bar, which runs along the bottom of the screen.

4. Once your NOOK Color has fully charged, unplug the power adapter from the electrical outlet. Unplug the USB cable from your NOOK Color.

Resetting Your NOOK Color

Performing a Soft Reset

If for some reason your NOOK Color becomes unresponsive, you can perform a soft reset to restart the device.

1. Press and hold the power button for 20 seconds, then release the power button.
2. Press the power button again for 2 seconds to turn on your NOOK Color.

Low Power

If you turn on your NOOK Color when its battery charge is almost depleted, a warning appears on the screen, suggesting that you begin charging your NOOK Color before trying to use it.

If the battery is depleted, your NOOK Color will shut down until it has been sufficiently recharged.

Charging Recommendations


Your NOOK contains a lithium ion battery. To maximize battery life:

- Avoid fully discharging the battery. Charge your NOOK Color after several hours of use or when you see the low charge alert, rather than continuing to use it until it turns itself off.
- Avoid high temperatures for charging, use, and storage. For more information, see “Temperature Ranges.”
- Charge the battery half way before storing your NOOK Color for a week or more.

Safety and Care

This section explains important information about safety and about caring for your NOOK Color.

Water

 **CAUTION:** *Your NOOK Color, cables, and adapters are not waterproof.* To avoid risk of overheating, melting, and burns, keep the device and all accessories away from water and other liquids.

Do not use the cable if either end of the cable gets wet or is exposed to liquid spray. Allow the end(s) of the cable to dry thoroughly before trying to use the cable. Do not expose your NOOK Color to wet or damp conditions. Avoid exposing the device to liquid or food. If liquid is spilled on the device, make sure to unplug the charging cable and allow the device to dry thoroughly before reusing. Do NOT attempt to dry out your NOOK Color with an external heat source such as a dryer or microwave oven. Clean the screen of your NOOK Color with a soft cloth and avoid using liquid cleaners on the screen.

Electricity

Your NOOK Color is an electrical device. Follow the same basic safety procedures you would follow with any electrical device.

When charging your NOOK Color, use only the custom USB cable and power adapter included with your NOOK Color.

Airplanes

When using your NOOK Color on an airplane, be sure to follow the instructions of the flight crew.

To turn your NOOK Color's wireless networking on or off, do this:

1. Tap on the right end of the Status Bar to open the Quick Settings dialog box.
2. Slide the Wireless switch on or off.
3. Tap anywhere outside the Quick Settings dialog box to close it.

Electronic Equipment

If you are around sensitive electronic equipment—for example, if you are in a hospital—ask if you may use your NOOK Color. You probably can if you turn off Wi-Fi networking. Settings such as intensive care units might forbid the use of any electronic device, with or without networking.

Battery

Your NOOK Color includes a non-replaceable lithium ion battery. Do not attempt to replace the battery. If you suspect your battery is having problems, please contact Customer Service at 1-800-THE-BOOK (1-800-843-2665).

Caring for Your NOOK Color

To take the best possible care of your NOOK Color, please follow the recommendations below.

Temperature Ranges

Your NOOK Color should function as designed in these temperature ranges:

Use	Fahrenheit	Celsius
Charging	41 – 95° F	5 – 35° C
Operation	32 – 104° F	0 – 40° C
Storage	5 – 113° F	-15 – 45° C

Outside of these ranges, your NOOK Color might develop power, display, and/or software issues. If temperatures are extremely cold or hot, permanent physical damage can result. Such damage is not covered by the warranty. Storage applies to temporary locations like the trunk of your car (or other motor vehicle) as well as long-term storage.

Even on a day that is not very hot, the passenger compartment or trunk of a car can be extremely hot. Do not leave your NOOK Color in a car.

High storage temperatures reduce battery life. For more information, see “Charging Recommendations”.

Caring for the Touchscreen

You should clean the touchscreen on your NOOK Color from time to time. Clean the screen with a damp soft cloth, such as a micro-fiber cloth. Micro-fiber cloths are available from Barnes & Noble stores and from partner retailers. Do not use any chemicals to clean the screen.

B&N and Designer Covers

You can purchase an optional B&N or designer cover for your NOOK Color at your local Barnes & Noble Bookstore, at partner retailers, and online at BN.com. The cover helps protect your NOOK Color from daily wear and

tear. It keeps dust from accumulating on the screen, reducing the need to clean it. The cover also provides some protection against spills.

Warranty Coverage and the B&N Protection Plan

Your NOOK Color is backed by a one-year manufacturer's warranty against defects in materials and workmanship. For a copy of this warranty, see "One Year Limited Warranty". The warranty is also available at:

www.nookcolor.com/warranty

You can extend your NOOK Color's coverage by purchasing a two-year B&N Protection Plan to help safeguard NOOK Color against spills, drops, and other accidents. The B&N Protection Plan can only be purchased together with a NOOK Color, not later.

Information about the B&N Protection Plan can be found on the Web page listed above.

Appendix A: Page Numbering and File Formats

When you read a book or periodical on your NOOK Color, you're reading the same words that appear in the paper edition of the book or periodical. In most books, the page number that shows in the upper right corner of your NOOK Color screen shows the page number that would appear if you were reading the printed version of the same book.

Because printed pages can be larger than the screen of your NOOK Color, and because many printed books use type that is smaller than would be pleasant to read on an eReader, your NOOK Color may enlarge the type on a page and spread a physical page of text across two or more digital pages.

Because digital pages might be smaller than the physical pages of a book, you might turn the page a few times on your NOOK Color and still see the same physical page number in the upper right hand corner. For example, you might find three screenfuls of text in your book all labeled page 47.

The relation between digital pages and physical pages can vary, because your NOOK Color gives you a great deal of freedom in choosing the size of fonts, the amount of spacing between lines, and other factors that affect how text flows onto a page.

In most books, you'll always know which physical page you're on from the number in the upper right. So if you're discussing a book in a book club, everyone can refer to page 295 and be talking about the same page, even if you've configured your NOOK Color to use small type and single-spacing and everyone else in the group is using large type and double-spacing.

Page Numbering and File Formats

There are several different formats for eBooks, and these different formats treat page numbers differently. Barnes & Noble eBooks are published in the EPUB format, but you can load other types of documents, such as PDFs, onto your NOOK Color.

Here's a quick summary of what you need to know about file formats and page numbering:

- **eBooks and Periodicals in EPUB format**

EPUB is the standard format for books in the Barnes & Noble online store. The EPUB format numbers all pages in a book sequentially, based on some prior account of page numbering, such as the page numbering used in the print edition. If the print edition of the book had 525 pages, so will the eBook. But the pages are re-flowed in the eBook edition to make them easier to view on a screen. As a result, a page from the print edition might be larger or smaller than a page in the eBook.

In many cases, a page from the print edition will span two or more pages on an eReader, as described above.

- **Reflowable eBooks in PDF Format**

In reflowable eBooks formatted in PDF, page numbering is for the entire book and reflects some prior account of page numbering, before formatting for the eBook text size. The behavior is the same as for eBooks in EPUB format, which is described above.

- **Non-reflowable eBooks in PDF format**

Page numbering is for the entire book, and reflects the number of scanned pages. Page numbers also might be on the scanned pages, but there is no necessary relationship. Page 6 in the eBook might have the scanned page number iv, and page 30 in the eBook might have the scanned page number 5.

Appendix B: International Use and Languages

This chapter summarizes information about using your NOOK Color outside of the United States and explains your NOOK Color's support of languages.

Using Your NOOK Color Abroad

Your NOOK Color is designed for use in the United States and United States territories. You can use it to read anything already on your NOOK Color when travelling anywhere in the world.

If you live or travel outside of the United States, be aware of the following points regarding using your NOOK Color:

- **Purchasing an NOOK Color:** You can only purchase a NOOK Color if you have a billing address in the United States.
- **Pre-ordering eBooks:** You can only pre-order eBooks if you have a billing address in the United States. You cannot pre-order eBooks if you have an international or U.S. territory billing address. You can only pre-order digital content when physically within the United States (including Alaska and Hawaii).
- **Purchasing digital content from the Barnes & Noble eBookstore on your NOOK Color:** You can only purchase digital content if you have a billing address in the United States. You cannot purchase digital content if you have an international billing address. You can only purchase digital content when physically within the United States (including Alaska and Hawaii). When you travel outside of these areas, you can download digital content to your NOOK Color that you have already purchased (if you have a Wi-Fi connection), but you cannot buy digital content.
- **Purchasing items on the BN.com website:** You can only purchase digital content if you have a billing address in the United States. You cannot purchase digital content if you have an international billing address. You can only purchase digital content when physically within the United States (including Alaska and Hawaii)
- **Registering and unregistering your NOOK Color:** You can register and unregister your NOOK Color from anywhere that you have a Wi-Fi hotspot that your NOOK Color can use.
- **Downloading previously purchased items:** You can download previously purchased items to your NOOK Color from anywhere that you have a Wi-Fi hotspot that your NOOK Color can use.
- **Lending and borrowing eBooks:** You can lend and borrow eBooks from anywhere that you have a Wi-Fi hotspot that your NOOK Color can use.
- **Automatic delivery of periodicals:** Periodicals are automatically downloaded to your NOOK Color from anywhere that you have a Wi-Fi hotspot that your NOOK Color can use.
- **Archiving and un-archiving content:** You can archive and un-archive items from anywhere that you have a Wi-Fi hotspot that your NOOK Color can use.

Languages

Your NOOK Color has fonts that support languages based on a Latin character set for reading eBooks and other digital content, when fonts are not embedded as part of the eBook or digital content file. Examples of supported languages include:

Afrikaans, Basque, Catalan, Danish, Dutch, English, Finnish, French, German, Hungarian, Icelandic, Indonesian, Italian, Norwegian, Portuguese, Romanian, Spanish, Swedish, and Turkish

Your NOOK Color can display eBooks in other languages if the fonts are embedded in the eBook files. Language support in other parts of the NOOK Color, for example in the Library and the Music player, is variable.

Appendix C: One Year Limited Warranty

THE FOLLOWING WARRANTY TERMS WERE IN EFFECT AS OF THE DATE YOUR DEVICE WAS MANUFACTURED, AND ARE PROVIDED FOR YOUR REFERENCE ONLY. THE ACTUAL TERMS OF YOUR WARRANTY ARE THE TERMS THAT WERE IN EFFECT AS OF THE DATE OF YOUR PURCHASE, WHICH MAY BE DIFFERENT THAN THE TERMS SET FORTH HEREIN. TO FIND THE EXACT TERMS OF YOUR WARRANTY, PLEASE GO TO NOOK.COM/WARRANTY AND REVIEW THE TERMS APPLICABLE AS OF THE DATE OF YOUR PURCHASE.

ONE YEAR LIMITED WARRANTY

This Limited Warranty provides for specific legal rights with respect to your NOOK™ eReader. Please review it carefully. You may also have other rights, which vary from state to state.

WHAT WARRANTIES APPLY TO MY NOOK?

What is Covered?

This Limited Warranty covers your NOOK. For purposes of this Limited Warranty, “NOOK” means only the hardware comprising: (i) your NOOK or NOOK Color eReader unit; and (ii) the peripherals included in the packaging with your NOOK or NOOK Color.

Express Warranty

Subject to the terms and conditions of this Limited Warranty, Barnes & Noble, Inc. (“B&N”) warrants to the original retail purchaser only (“you”) that your NOOK will be free from defects in materials and workmanship under normal consumer use for a period of one (1) year from the date of original retail purchase (the “Warranty Period”). This express warranty is not transferable to subsequent owners of the product. If your NOOK was originally purchased by someone else as a gift for you, as shown by a gift receipt, you will be considered the “original retail purchaser” of that NOOK.

Implied Warranty

You may also have implied warranties under the laws of some jurisdictions. To the extent permitted by applicable law, such implied warranties are limited to the duration of the Warranty Period. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you. You may not assign or otherwise transfer such implied warranties. However, some jurisdictions extend the protection of implied warranties to subsequent consumers, so this limitation may not apply to you.

HOW DO I MAKE A WARRANTY CLAIM OR OTHERWISE ARRANGE FOR THE RETURN OF MY NOOK?

To make a warranty claim or arrange for the return of your NOOK pursuant to the NOOK™ TERMS OF SERVICE, you must contact B&N at one of the following numbers during the Warranty Period:

- Within the United States - 1-800-THE-BOOK (843-2665)
- Outside the United States - +1-201-438-1834

HOW DO I RETURN MY NOOK TO B&N?

When you contact B&N at one of the numbers above, B&N will provide instructions to you as to how and where to return your NOOK. Your NOOK must be shipped, prepaid and insured, in appropriate protective packaging, together with proof of purchase and the Return Authorization Number provided by B&N, to the address specified by B&N. You must return your NOOK within the timeframe provided by B&N. You may also be required to provide a credit card to obtain an advance replacement before B&N receives your NOOK at its returns center.

All returned NOOKs become the property of B&N.

Before you send your NOOK to B&N, it is your responsibility to back up any data, software or files stored on your NOOK because B&N will only return your NOOK to you if it is not covered by this Limited Warranty and B&N has not provided an advance replacement. B&N is not responsible for any loss of your data, software or files or for the cost of backing up your data, software or files.

If you do not comply with the terms above or with B&N's instructions, there may be delays in service or you may incur additional expenses. In particular, if you do not return your NOOK within the timeframe specified by B&N, B&N reserves the right to charge you the purchase price for a replacement NOOK. You will be solely responsible for any cost, expense, loss or the like relating to your failure to comply with such terms or B&N's instructions.

B&N DOES NOT PROVIDE, AND HEREBY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ITS WARRANTY SERVICES, INCLUDING, WITHOUT LIMITATION, ALL DUTIES (IF ANY) OF WORKMANLIKE EFFORT AND OF REASONABLE CARE.

IF I MAKE A WARRANTY CLAIM, WHAT WILL B&N DO WHEN IT RECEIVES MY NOOK?

When B&N receives your NOOK, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, B&N determines that your NOOK is covered by this Limited Warranty, B&N will, within a reasonable period of time, at B&N's option and in its sole discretion, and at no additional charge, do one of the following:

- replace your NOOK with a new or refurbished model; or
- refund the purchase price you paid for your NOOK.

If B&N replaces your NOOK, B&N will bear the cost of sending a replacement NOOK to you, freight prepaid.

THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR ANY OTHER CLAIMS OTHERWISE RELATING TO THIS LIMITED WARRANTY.

WHAT WILL BE THE WARRANTY PERIOD IF MY NOOK IS REPLACED?

If your NOOK is replaced during the Warranty Period, it will be covered by this Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of shipment of the replaced NOOK, whichever is longer.

WHAT IF MY NOOK IS NOT COVERED BY THIS LIMITED WARRANTY?

If your NOOK is not covered by this Limited Warranty, B&N will return your NOOK to you, at your expense, or will charge your credit card for any advance replacement NOOK provided to you.

WHAT IS NOT COVERED BY THE WARRANTY?

This Limited Warranty does not cover damage or malfunctions caused by accident, disaster, misuse, abuse, negligence or other external causes; third-party products; Internet or telecommunications failures; commercial use; unauthorized opening, use, service, tampering, alteration, repair or modification; or inadequate packing or shipping procedures.

This Limited Warranty also does not cover cosmetic damage or normal wear and tear. This Limited Warranty does not apply to NOOKs sold as used, refurbished or reconditioned, except to the extent that such NOOK is a certified pre-owned NOOK that was purchased directly from B&N or from a B&N authorized reseller of certified pre-owned NOOKs. This Limited Warranty will be void if the Serial Number on your NOOK has been removed, tampered with or defaced or if your NOOK has been opened or serviced without authorization, tampered with, altered or modified. Please note that opening the back cover of your NOOK to change the battery, external SD card or back cover will void this Limited Warranty, except to the extent that such opening is done through a customer-accessible opening and in accordance with the instructions provided with the NOOK.

This Limited Warranty applies to your NOOK only (i.e., the hardware), and not to the software within your NOOK. Please refer to the NOOK™ TERMS OF SERVICE for your rights and remedies with respect to such software.

Similarly, this Limited Warranty does not cover downloaded data or materials, or accessories and peripherals, except as expressly provided above.

WHAT OTHER LEGAL TERMS APPLY TO THIS LIMITED WARRANTY?

Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, B&N SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED FOR IN THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS.

Modification

No employee or representative of B&N or its affiliates or any third party is authorized to make any modification, extension or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER B&N NOR ITS AFFILIATES NOR ITS LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING FROM, RELATING TO OR CONNECTED WITH YOUR PURCHASE OR USE OF YOUR NOOK, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE OR LOST DATA, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, PRODUCT DEFECT OR MISREPRESENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

Applicable Law

This Limited Warranty is valid only in the United States of America. The laws of the State of New York, U.S.A. will apply to this Limited Warranty, though the laws of your state of residence may apply to any tort claims and any claims under any consumer protection statutes, as provided under applicable law.

Appendix D: Trademarks and Copyrights

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AT&T

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Dictionary

Your NOOK Color includes the Merriam-Webster's Collegiate® Dictionary, Eleventh Edition, with Geographic and Biographical Information. Merriam-Webster and Collegiate are trademarks of Merriam-Webster, Inc. and are used herein pursuant to license. Copyright © 2009 Merriam-Webster, Inc. All rights reserved.

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Trebuchet is a trademark of Microsoft Corporation which is registered in the U.S. Patent and Trademark Office and certain other jurisdictions.

microSD and microSDHC

The microSD and microSDHC marks and logos are trademarks of SD-3C, LLC.

Wi-Fi

Wi-Fi and Wi-Fi Alliance are registered trademarks of the Wi-Fi Alliance.

Additional Information

Additional copyright, trademark, and other notices may be found the NOOK Color™ Terms of Service:

<http://www.nookcolor.com/legal>

Appendix E: FCC Notices

FCC IDs

NOOK Color WI-Fi: XHHBNTV250-A

MODEL: BNTV250

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

FEDERAL COMMUNICATIONS COMMISSION (FCC) STATEMENT INFORMATION TO THE USER

CAUTION: Changes or modifications to the equipment not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

1. Reorient or relocate the receiving antenna.
2. Increase the separation between the equipment and receiver.
3. If applicable, connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
4. Consult the dealer or an experienced radio / TV technician for help.

FCC/IC Radiation Exposure Statement

This equipment complies with FCC/IC radiation exposure limits set forth for an uncontrolled environment. This device is designed for hand-held operation only. The antenna(s) used for this transmitter must not be collocated or operating in conjunction with any other antenna or transmitter within a host device, except in accordance with FCC/IC multi-transmitter product procedures.

Cet équipement est conforme aux limites d'exposition au rayonnement de la FCC/IC établies pour un environnement non contrôlé. Cet appareil est conçu pour un fonctionnement portatif uniquement. L'antenne (ou les antennes) utilisée pour cet émetteur ne doit pas être placée à proximité d'une autre antenne ou d'un autre émetteur, ni être utilisée de pair avec de tels autres appareils à moins de se conformer aux procédures relatives aux émetteurs multiples de la FCC/IC.

Other Information Related to the Radio

Also note the following:

- For information on connecting to Wireless networks, see "Using Your NOOK Color at Wi-Fi Hotspots".

- Your NOOK Color has a Wi-Fi setting that turns off the radio. Wi-Fi networking should be turned off on airplanes. For more information, see “Airplanes”.
- When around sensitive electronic equipment, ask whether you can use your NOOK Color. You might need to turn Wi-Fi networking off. In some places, for example in a hospital, you might be asked to not use your device. For more information, see “Electronic Equipment”.
- For information about wireless configuration settings, see “Configuring Wireless Settings”.
- Use only the custom, shielded microUSB cable provided with your NOOK Color when connecting your NOOK Color to a personal computer.

Appendix F: Industry Canada Notice

The term "IC" before the equipment certification number only signifies that the Industry Canada technical specifications were met.

IC: 8961A-BNTV250A

Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This Class B digital apparatus complies with Canadian ICES-003.

L'utilisation de ce dispositif est autorisée seulement aux conditions suivantes : (1) il ne doit pas produire de brouillage et (2) l'utilisateur du dispositif doit être prêt à accepter tout brouillage radioélectrique reçu, même si ce brouillage est susceptible de compromettre le fonctionnement du dispositif.

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

Appendix G: NOOK Color™ Terms of Service

The NOOK Color™ Terms of Service are located here:

<http://www.nookcolor.com/legal>

Appendix H: AT&T Terms of Service & Acceptable Use Policy

These Terms of Service & Acceptable Use Policy (the “Terms”) govern your use of AT&T Internet Services’ AT&T Wi-Fi service (“Service”) and the AT&T Internet Services network (“Network”). If you connect to the AT&T Wi-Fi service via one of AT&T’s roaming partners, your use of the Service will also be governed by that provider’s Terms of Service and Acceptable Use Policy, which will be available on the first screen that you see when you access the Wi-Fi service. Before using the Service, read the following Terms. Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service.

Terms of Service

Description of the Service

The Service is provided by AT&T Internet Services (“AT&T”). The Service provides you with wireless access to the Internet via certain AT&T high-speed Internet access points (“Locations”) and, depending on your Service plan, certain roaming partner locations. AT&T offers two types of plans: (1) subscription plans for AT&T High Speed Internet Customers (“Subscription”); and (2) membership plans for those who do not have AT&T High Speed Internet (“Membership”) (Membership plans include special offers such as the Starbucks Loyalty Membership and Starbucks Partner Membership program). Membership customers are also subject to the terms of conditions of the applicable End User Membership Agreement.

AT&T may, but is not obligated to, extend its Locations through roaming agreements with other Internet Service Providers. If AT&T does extend its Locations and you access the Service of a roaming partner, you will be responsible for any applicable roaming charges if you do not subscribe to a roaming Service plan from AT&T.

Charges/Billing/Payment

You agree to pay all charges and fees specified when your ordered the Service, including any monthly recurring or nonrecurring charges, taxes, fees, surcharges or other assessments applicable to the Service. All AT&T charges for the Service are billed in advance. Membership customers are billed according to the terms and conditions of the Membership Agreement. Subscription customers’ charges will appear monthly on the AT&T portion of your AT&T local telephone bill. The Service is provided on a month-to-month basis and the monthly charges are subject to change. Payment for the Service is due on the date specified on the AT&T local telephone bill. If any portion of payment is received after the payment due date, a monthly late charge may apply. The monthly late charge will be administered according to standard AT&T billing procedures and will not exceed the highest amount allowed by law. The late charge will be applied to the entire outstanding balance for each month or portion thereof for which the balance remains unpaid. In the event you fail to pay charges, AT&T may suspend or terminate your Service and may assign unpaid late balances to a collection agency for appropriate action. 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. You will also be charged a fee for any check returned to AT&T relating to the Service. AT&T may modify its billing practices or late payment charges by providing you with prior written notice of the modification.

Service Suspension/Termination/Cancellation

AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. However, AT&T may immediately terminate or suspend all or a portion of your Service, without notice, for conduct that AT&T believes (a) violates the Acceptable Use Policy, set forth below; or (b) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these Terms, or any applicable policies or guidelines. Your Service may be suspended or terminated if your payment is past due and such condition continues un-remedied for thirty (30) days. 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. Membership customers: customer cancellation of Services is governed by the terms and conditions of your Membership Agreement. Subscription customers: you may cancel your subscription to the Service at any time by contacting AT&T. If canceled after the first month, subscription charges will be prorated to the date the Service is cancelled. If you disconnect your DSL or Dial Internet access services, your subscription to the Service will also automatically cancel.

Modifications to the Service / Updates to the Terms

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. 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. 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.

These Terms may be updated or changed from time to time. The current Terms shall be posted at: ("Website"). If AT&T makes a change to these Terms and that change has a material impact on the Service, you will be provided electronic notice of that change via e-mail or other written notice. 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.

Operational Limits of the Service.

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 will not be 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. AT&T will not be liable for any failure of performance, if such failure is due to any cause beyond AT&T's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or delays caused by you or your equipment.

Registration/Customer Information/Password Security

All information that you provide to AT&T must be accurate, including your name, email address, physical address, credit or charge card numbers and expiration dates and any Service payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to AT&T. You agree to keep confidential your log-in ID and password 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 member ID. You agree to immediately notify AT&T if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your member ID or password.

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Privacy Policy

Registration data and certain other information about you is subject to the AT&T Wi-Fi Privacy Policy. For more information see: http://secure.sbc.com/privacy_statement.adp.

General Use Restrictions

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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.

Liability of Customer

YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE AND WILL NOT MAKE A CLAIM AGAINST AT&T FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICE AND MATERIALS.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS AT&T (INCLUDING ITS PARENT AND AFFILIATE COMPANIES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS) FROM, AND YOU COVENANT NOT TO SUE AT&T FOR, ANY CLAIMS BASED ON, OR STEMMING FROM, YOUR USE OF THE SERVICE AND MATERIALS.

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General

This Service could include inaccuracies or typographical errors. Any action related to these Terms will be governed by Texas law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. These Terms provide basic guidelines for your use of the Service, and will be enforced in conjunction with other Terms of Service or Membership Agreement, if any, that govern AT&T products or services that you use or that you have purchased. In the event that any provision of these Terms shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of these Terms and these Terms shall continue in full force and effect and be construed as if they did not contain the invalid or unenforceable provision.

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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

ACCEPTABLE USE POLICY

The AT&T Acceptable Use Policy is designed to help protect AT&T's assets, the assets of its Customers, and the Internet community, from irresponsible or illegal activities of AT&T Customers and its Users. These activities may disrupt or degrade AT&T IP Services, pose a threat to AT&T's assets, expose AT&T (or other providers of IP Services) to claims of civil or criminal liability or other legal sanctions. Moreover, because of various conventions used in the industry (including blocking, filtering and blacklisting) these activities may impair AT&T's ability to interconnect with other providers of IP Service. These activities may relate to the content stored or transmitted by Customers or its Users or to the nature of the transmissions themselves such as sending large numbers of unsolicited messages (Spam).

Customers are responsible for avoiding the prohibited activities and strictly following the AUP terms set forth herein.

AUP Coverage

The AT&T Acceptable Use Policy (“AUP”) applies to the services that provide (or include) access to the Internet, services provided over the Internet, and Hosting services (collectively “IP Services”). Customer is responsible for the actions of others who may be using the IP Service(s) under Customer’s account. It is Customer’s obligation to take whatever measures are necessary to protect access to Customer’s account (e.g., to keep the access password secure). If a Customer or its User(s) violate the AUP, AT&T may, depending on the nature and severity of the violation, suspend or terminate service, as specified below.

Customer may have access through the AT&T network(s) and Service(s) to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP.

AT&T is aware that some of its Customers are, themselves, providers of Internet based services, and that information reaching AT&T network(s) or facilities from those Customers may have originated from the AT&T Customer or from another third-party. AT&T reserves the right to take action against AT&T Customer and directly against such Customers’ subscribers, even though the AT&T’s corrective action may affect other non-offending subscribers of the AT&T Customer.

AUP Enforcement and Notice

Customer’s failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension of privileges or termination of your Service(s). AT&T reserves the right, but does not assume the obligation, to strictly enforce the AUP. When feasible, AT&T may provide Customer with notice of an AUP violation via e-mail or otherwise and demand that such violation is immediately corrected.

However, AT&T reserves the right to act immediately and without notice to suspend or terminate IP Service(s) in response to a court order or other legal requirement that certain conduct should be stopped or when AT&T determines, in its sole discretion, that the conduct may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AT&T’s network(s) or facilities, (3) interfere with another person’s use of AT&T’s IP Service(s) or the Internet, or (4) otherwise present a risk of harm to AT&T or AT&T Customers or other parties AT&T interconnects with.

AT&T’s decisions with respect to interpretation of the AUP and appropriate remedial actions are final and determined by AT&T in its sole discretion. AT&T may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. AT&T assumes no obligation to inform you that your information has been disclosed, and, in some cases, may be prohibited by law from providing such notice.

AT&T does not, as an ordinary practice, proactively monitor the activities of those who use its IP Service(s) or exercise any editorial control over any material transmitted, hosted or posted using IP Services to ensure that its Customers comply with the AUP and/or the law, although it reserves the right to do so. If AT&T is alerted to violations or potential violations of this AUP, AT&T will take whatever measures it deems necessary and appropriate to stop or prevent such violations including the actions described in this AUP. For example, AT&T may in its sole discretion refuse to transmit, screen, or editing content prior to delivery of the IP Service(s), block access to certain categories of numbers or certain sites as AT&T determines needed to enforce these policies.

If your Service is suspended or terminated for any AUP violation, you must get written approval from the AT&T Abuse Team (outside of the normal ordering process) prior to reactivating or ordering new service. In any case, AT&T may, in its discretion, decline to reinstate your Service. If AT&T approves you for reinstatement or new service, set-up fees, reactivation fees or deposits may apply. If AT&T discovers that you have renewed Service, or ordered new Service, following termination for an AUP violation without the prior written consent of the AT&T abuse team,

it may terminate your Service without further notice. In such case, you are responsible for any applicable early termination charges.

AT&T will not issue any refunds, credits or other forms of compensation for the period when IP Service(s) have been suspended as a result of violation(s) or alleged violation(s) of this AUP.

AT&T shall not be liable for any damages of any nature suffered by any Customer, User, or third party resulting in whole or in part from AT&T's exercise of its rights under this AUP.

Prohibited Actions

AT&T respects freedom of expression and believes it is a foundation of our free society to express differing points of view. AT&T will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. AT&T is committed at all times, however, to complying with the laws and regulations governing use of the Internet and e-mail transmissions and to preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. AT&T prohibits use of its IP Services in any way that is unlawful, interferes with use of AT&T's network or the Internet, interferes in any way with the usage or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, or presents security or privacy risks. Customer will not resell or provide Service(s) to unauthorized third parties, whether as part of a commercial enterprise or otherwise.

Customer is prohibited from engaging in any other activity, whether legal or not, that AT&T determines in its sole discretion, to be harmful to its subscribers, operations, network(s).

Unlawful Activities

AT&T IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

By using the IP Service(s), Customer represents and warrants to AT&T that Customer (and its Users) are not resident(s) of any country or affiliated with any of organization prohibited to do business within the United States as defined and set forth at: <http://www.treas.gov/ofac> and <http://www.bxa.doc.gov/dpl/thedeniallist.asp>. Accounts registered using false or misleading information may be terminated immediately and without notice.

Intellectual Property

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: <http://www.att.net/legal/copyright>.

Offensive or Threatening Material or Content

AT&T IP Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, hateful, malicious, racist, fraudulent, deceptive, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing

damage or security breaches to AT&T's network or to the network of any other IP Service provider. Customer shall not create or attempt to utilize a domain name that is fraudulent, indecent, offensive, deceptive, threatening, abusive or harassing.

Interaction with Minors

AT&T has a zero tolerance policy regarding use of its Service to engage in inappropriate conduct with a minor (anyone under 18 years of age). You shall not knowingly collect or solicit personal information from a minor without the express consent of the parent or guardian of the minor, nor shall you use this Service to harm or intimidate a minor. AT&T complies with all federal and state laws pertaining to the protection of minors, including the reporting of all apparent cases of child pornography or exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org or www.att.com/safety.

Spam/E-mail/Usenet Abuse

Violation of the CAN-SPAM Act of 2003, or any state or federal law regulating e-mail services, constitutes an automatic violation of this AUP and AT&T reserves the right to seek damages and other available relief against Customer, as applicable.

Spam/E-mail/Usenet Abuse is prohibited on AT&T IP Services. Examples of Spam/E-mail/Usenet Abuse include but are not limited to the following activities:

- Sending unsolicited electronic mail messages and "mail-bombing" (sending mass unsolicited e-mail messages to a single user, or group of users, commercial or otherwise, or deliberately sending very large attachments to one recipient) using IP Service(s) are prohibited.

- using another site's mail server to relay mail without the express permission of the site;

- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin;

- using IP addresses that the Customer does not have a right to use;

- collecting the responses from unsolicited electronic messages;

- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;

- spamming, or sending unsolicited commercial e-mail, sending unsolicited electronic messages with petitions for signatures, or any chain mail related materials, or requests for charitable donations;;

- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the AT&T IP Services or the Internet (e.g., through language, frequency, size or otherwise);

- sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;

- using distribution lists containing addresses that include those who have opted out;

- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header.

- forging headers or identifiers in order to disguise the origin of e-mail;

- use of redirect links in unsolicited commercial e-mail to advertise a website or service;

- posting a single message, or messages to online forums or newsgroups, that could reasonably be expected to provoke complaints;

posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information.

sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects

intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties

knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends

using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam;

Spam Damages: Because spam related damages are often difficult to quantify, in those cases where the actual damages cannot be reasonably calculated AT&T reserves the right to seek from the Customer liquidated damages in the amount of five dollars (US\$5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise connected with Customer's account, in addition to any other rights and remedies AT&T may have in contract, law and equity.

Security Violations

It is Customer's responsibility to ensure the security of its network and the machines that connect to and use IP Service(s). You are responsible for configuring and securing your services to prevent damage to the AT&T network and/or the disruption of Service(s) to other customers, and ensuring that your customers and users use the Service(s) in an appropriate manner. Customer is required to take all necessary steps to manage the use of the IP Service(s) in such a manner that network abuse is prevented or minimized to the greatest extent possible. It is Customer's responsibility to take corrective actions on vulnerable or exploited systems to prevent continued abuse. Violations of system or network security are prohibited and may result in criminal and/or civil liability.

AT&T IP Services may not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of AT&T's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of violations of system or network security include but are not limited to:

intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;

hacking - attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;

impersonating others in order to obtain another user's account password or other personal information.

using the IP Service(s) to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.), or engage in modem hi-jacking;

using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;

distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; this would include use of sniffers or SNMP tools;

falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin;

knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

engaging in the transmission of pirated software;

with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the AT&T IP Service(s) or using your account for the purpose of operating a server of any type;

using manual or electronic means to avoid any use limitations placed on the Services;

gaining unauthorized access to private networks;

violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the IP Service(s).

Network Usage

Where an AT&T Service account, service or feature description specifies limits on bandwidth, disk utilization, simultaneous connections, and/or aggregate data download or upload, use in excess of those limits is not permitted without an appropriate change in account type or status and may incur additional charges for such usage.

Bandwidth, disk utilization, simultaneous connections, and aggregate data downloads/uploads will be computed or determined by AT&T from time to time in developing its product and service offerings. In the event AT&T determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections, or reasonable session times, the account owner will generally be notified by E-mail. If the excess use continues after such notification, the owner may be requested to upgrade the type of account or to modify the activity creating the excess use, or the account may be terminated.

If excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or session length is determined to adversely affect AT&T's ability to provide service, immediate action may be taken. The account owner may be notified by e-mail as soon as practical thereafter.

Customer Responsibilities

Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T takes no responsibility and assumes no liability for any material created or accessible on or through the AT&T network(s) using IP Service(s), or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity Customer (or its Users) may encounter. As the provider of IP Service(s), AT&T is only a forum and is not liable for any statements, representations, or content provided by the users of IP Services in any public forum. 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, other applicable terms of use or contract provisions, 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 the Service of any user creating, storing or disseminating such material. AT&T further reserves the right to conduct investigations into fraud, violations of the Terms of Service, this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that AT&T deems responsible for the wrongdoing.

Customer agrees to indemnify and hold AT&T harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made by any third party against AT&T as a provider of the IP Service(s) arising out of or relating to any violation(s) of this AUP by Customer (or its Users).

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an AT&T Customer (or its User) should be directed to abuse@att.net. Where possible, include details that would assist AT&T in investigating and resolving such complaint (i.e. expanded headers and a copy of the offending transmission).

Revisions to the AUP

AT&T reserves the right to modify its Acceptable Use Policy at any time, and effective when posted to AT&T's web site (<http://www.corp.att.com/aup>). Notice of any change to this AUP may also be provided to a Customer via electronic mail, if Customer subscribes to AT&T's automated notification system regarding any AUP changes. It is your responsibility to notify AT&T of any change of address. You must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from AT&T. Failure to responsibly manage the use of the Service(s) obtained from AT&T may be cause for termination of Service(s) to you and, depending upon the terms under which you acquired your Service(s), could lead to the imposition of early termination fees.