

# EULA for AccessMyLAN from AT&T

## End User License Agreement



Written by Mollie

Updated over a week ago

Here is a public link to this EULA - <https://help.securemobi.net/en/articles/5280228-eula-for-accessmylan-from-at-t>

This End User License Agreement (“**Agreement**”) is a legal agreement between you and Asavie Technologies, Inc. (“**Asavie**”) which governs your access to and use of the AccessMyLAN service. Your use of the AccessMyLAN service and any official apps relating to the AccessMyLAN service is subject to the terms of this Agreement as set out below [which include our Privacy Statement [here](#) and Cookie Statement [here](#)]. By selecting the “I Agree” option, you are agreeing, personally and on behalf of your organization, as applicable, to be bound by this Agreement. Your right to use the AccessMyLAN service is expressly conditioned on acceptance of this Agreement. If you are using the AccessMyLAN service on behalf of your organization, you represent and warrant that you are duly authorized by your organization to enter into this Agreement on its behalf. If you do not have this authority or if you do not agree to all of the terms below, please close the window.

### 1. Information about us

Asavie is a corporation organized under the laws of Delaware and having its address at 3455 Peachtree Road, Atlanta, Georgia, 30326, United States. If you have any questions about this Agreement, the Privacy Statement, the Cookie Statement, and any other terms or conditions in relation to the AccessMyLAN service, please contact us at [attsupport@accessmylan.com](mailto:attsupport@accessmylan.com).

**2. Subject to the terms of this Agreement,** Asavie hereby grants you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access, install and use the AccessMyLAN service (including any software components that may be downloaded onto your devices or computers, or onto those of your end-users, defined below) solely for your internal business purposes as permitted in these terms. Subject to the limited rights expressly granted above, Asavie reserves all right, title and interest in and to the AccessMyLAN service, its underlying technology, and all intellectual property and proprietary rights therein. You acknowledge that no rights are granted to you other than as expressly set forth in this Agreement. You agree to abide by all applicable national and international laws in connection with the use of the AccessMyLAN service, including those related to data protection, privacy, international communications and the transmission of technical or personal data. Asavie may make additional services available to you that are provided, in whole or in part, by other parties

(e.g., mobile device management services), and you acknowledge that any third-party services that you use in connection with the AccessMyLAN service are not part of the AccessMyLAN service. You further acknowledge that these terms do not apply to any third-party service providers and your use of those services may require you to agree to additional terms with Asavie and/or the third party service provider. In particular, you acknowledge and agree that the use of a Wi-Fi network will be subject to the terms and conditions of the provider of that Wi-Fi network. Asavie shall not be liable for any failure to use the AccessMyLAN service and/or loss suffered by you as a result of the use of a Wi-Fi network. You acknowledge that if you use the [DNS Services], such services will be part of the AccessMyLAN services for the purposes of this Agreement and the terms and conditions of this Agreement shall govern your and your end users' use of the [DNS Services].

### **3. Responsibilities**

You acknowledge that Asavie's ability to deliver the AccessMyLAN service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or provide such information. You shall provide contact details for your primary administrator for the AccessMyLAN services, and notify Asavie if your primary administrator changes or his or her contact details change. You are responsible for your conduct while using the AccessMyLAN service. Asavie is not responsible for your actions on the network and/or Wi-Fi.

The AccessMyLAN service may include the ability to send SMS notifications to your end- users. You are solely responsible for notifying your end-users that you may send them SMS notifications and that standard rates for receiving such notifications may apply. You shall only use the SMS notification functionality in the AccessMyLAN services for notices reasonably related to the AccessMyLAN service. You undertake that you shall only send SMS notifications where permitted to do so by applicable law.

The AccessMyLAN service may also include mobile device management ("MDM") services and you agree that such services shall only be activated on a device owned or controlled by you or your organization, as applicable. You are solely responsible for informing end-users that a device owned or controlled by you or your organization, as applicable, is under MDM and for obtaining any necessary consents required in accordance with applicable law.

In addition to any of its other rights or remedies, Asavie reserves the right to suspend or terminate your access to all or a portion of the AccessMyLAN service, without liability, if Asavie suspects that your use of the AccessMyLAN service is harming or threatening to harm Asavie's systems, you fail to pay any amounts properly due or in Asavie's opinion you have violated your responsibilities or breached any of the provisions of this Agreement.

In relation to the use of the AccessMyLAN service, you undertake that your conduct will not include (but is not limited to) the following:

1. You shall not licence, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the AccessMyLAN service, whether in whole or in part, or any content displayed on the AccessMyLAN service.
2. You shall not violate any intellectual property rights.
3. You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the AccessMyLAN service.
4. You shall not access or view the AccessMyLAN service in order to build a similar or competitive website, product, or service to the AccessMyLAN service.
5. You shall not unreasonably burden the services or the related networks or interfere with the use of the services by Asavie customers.
6. You shall not install and/or use the AccessMyLAN service on any device that is not owned or controlled by you or your organization, as applicable.
7. You shall not alter, tamper or circumvent any parts of the AccessMyLAN service.
8. You shall not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details.
9. You shall not enter into fraudulent or deceptive interactions or transactions with Asavie (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party).
10. You shall not use the AccessMyLAN service in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect.
11. You shall not sell any products or services purchased through the AccessMyLAN service, without Asavie's express permission.
12. You shall not intercept or intercept any communications transmitted by way of a telecommunications system and/or information society service.
13. You shall not execute any form of network monitoring which will intercept data not intended for you.
14. You shall not copy, reproduce, distribute, republish, download, display, post or transmit the whole or any part of the AccessMyLAN service in any form or by any means, except as otherwise permitted in this Agreement.
15. Your use of the AccessMyLAN service must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement.
16. You shall not use the AccessMyLAN service to upload, post, share or otherwise make available on the AccessMyLAN service any content and/or materials protected by proprietary rights without the express permission of the owner of such proprietary rights.
17. You shall display and retain all copyright and other proprietary notice on the AccessMyLAN service (or on any content displayed on the AccessMyLAN service) and such must be retained on all copies thereof.
18. You shall not use the AccessMyLAN service to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive,

abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties.

19. You shall not attempt to gain unauthorized access to the AccessMyLAN service, its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the AccessMyLAN service and the server. You shall not attack the AccessMyLAN service via a denial of service attack. You will not misuse the AccessMyLAN service by knowingly or recklessly introducing viruses, trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful. By breaching this provision, you may commit a criminal offence and Asavie may report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities. In the event of such a breach, your right to use the AccessMyLAN service will cease immediately.
20. You shall not use the AccessMyLAN service to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users).
21. You shall provide Asavie with accurate and complete information and acknowledge that Asavie's ability to deliver the AccessMyLAN service is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Asavie. Asavie shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information.
22. You shall not access the AccessMyLAN service through the use of any mechanism other than through the use of an authorized connection.
23. You shall use reasonable endeavours to prevent any unauthorized access to, or use of, the AccessMyLAN service and, in the event of any such unauthorized access or use, immediately without delay notify Asavie in writing by email to [attsupport@accessmylan.com](mailto:attsupport@accessmylan.com), and shall immediately without delay telephone Asavie to ensure the email communication has been received.

#### **4. Enforcement Rights**

Asavie is not obligated to monitor the access or use of the AccessMyLAN service, but Asavie reserves the right to do so for the purpose of operating the AccessMyLAN service, to ensure compliance with these terms, and to comply with applicable law or other legal requirements. Asavie may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, Asavie may cooperate with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law. In addition to any of its other rights or remedies, Asavie reserves the right to suspend or terminate your access to all or a portion of the AccessMyLAN service, without any liability, if Asavie suspects that your use of the AccessMyLAN service is harming or threatening to harm Asavie's systems, if you fail to pay any amounts properly due or if, in Asavie's reasonable opinion, you have violated your responsibilities. Asavie reserves the right to investigate any violation of these terms and any conduct that affects the AccessMyLAN service.

#### **5. Data Protection**

For the purposes of this clause, "personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information

that is in, or is likely to come into, the possession of Asavie.

As part of the AccessMyLAN service, Asavie and its affiliates may collect and process data including, without limitation, the following (which may include personal data): device number (MSISDN), time and date of use of device when using mobile data or Wi-Fi, amount of data sent and received, location of access, websites accessed and the type of website accessed, website access attempts blocked and the type of website access attempt blocked due to policy enforcement actions. For managed devices (i.e., devices where AccessMyLAN is used as the mobile device manager), then AccessMyLAN may collect the names of applications installed on the device. The application name data will only be collected if you enable the App Control feature in the AccessMyLAN management portal. You understand that such data will be transmitted and you consent to its usage as described herein.

Asavie (and its affiliates) will only act on the instructions of your named primary administrator regarding the processing of personal data which you have provided to Asavie for the purposes of receiving and operating the AccessMyLAN service. Asavie will comply with your instructions as to how you want Asavie to use such personal data, subject always to applicable laws.

Asavie will ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. Although Asavie has undertaken these measures, Asavie cannot guarantee that your personal data is secure when it is sent or transferred by unsecured means.

You acknowledge and agree that Asavie and its affiliates (being any related entity, subsidiary or holding company of Asavie) is required to make use of data (which may include personal data) sent from end-users' devices and computers in order to perform the AccessMyLAN service. You further acknowledge and agree that Asavie and its affiliates may also make use of this data to generate anonymous statistical data for product development and marketing purposes.

You acknowledge and agree that Asavie may sometimes disclose the above data to agents (being any person or entity authorized by Asavie to act on its behalf), resellers and/or services providers appointed by Asavie who provide services to Asavie in respect of the AccessMyLAN service. In addition, Asavie may disclose such data, including personal data, in response to a court or administrative order, subpoena, discovery request or other lawful process, or otherwise, in Asavie's sole discretion, to protect the AccessMyLAN service or you or any end user.

In no event shall Asavie, its affiliates, employees, agents and/or distributors be liable for any costs, expenses or liabilities arising out of any breach of this clause 5 and you agree to indemnify Asavie, its affiliates, employees, agents or distributors for any lost revenue, profit, damage to reputation, business interruption or data or for special, indirect, consequential, incidental or punitive damages for any breach of this clause by you and/or your end-users.

## 6. Service Updates

We reserve the right to update, change, discontinue (temporarily or permanently) any feature or component of the AccessMyLAN service. By continuing to use the AccessMyLAN service you accept the updates and changes to the AccessMyLAN service including any changes to or removal of features or components. You agree that your obligations (including without limitation your payment obligations) are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features. Asavie is not liable to you or any third party for any update, change, suspension, discontinuance of any feature or component of the AccessMyLAN service. Asavie reserves the right to determine the timing and content of software updates, which may be automatically downloaded and installed without your notice.

## 7. Agreement Updates

Asavie may need to amend, modify, update or substitute any of the provisions of this Agreement at any time. Any such amendment, modification, update or substitution will be notified to you when you next access the AccessMyLAN service. You have the right to withdraw from this Agreement if you do not accept any amendments, modifications, updates or substitution of any of the provisions of this Agreement and in such an event you must cease all access and use of the AccessMyLAN service by you and all end-users. You will need to agree to the amended, modified, updated or substituted provisions of this Agreement in order to continue to access and use the AccessMyLAN service by you and any end-users.

## 8. Limitation of Liability

Nothing in this Agreement shall exclude or limit Asavie's liability for death or personal injury resulting from its negligence or of its officers or other representatives. In no event will Asavie or its affiliates, suppliers, licensors, agents and/or distributors be liable for any lost revenue, profit, data, goodwill, service interruption, device damage, system failure or the cost of substitute services or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory or liability arising from or out of your use or inability to use the AccessMyLAN service even if Asavie or its suppliers have been advised of the possibility of such damages, or such loss or damages were reasonably foreseeable. You understand and agree that you shall be solely responsible for any legal costs incurred by you or Asavie resulting from your improper or illegal use of the AccessMyLAN service.

In no event shall Asavie, its affiliates, suppliers or licensors, nor any other party involved in creating, producing or delivering the AccessMyLAN service be liable for any loss or damages resulting from the conduct of, or products and/or services offered by, any third party on or in relation to the AccessMyLAN service or from the content posted, shared and/or uploaded by any third party to the AccessMyLAN service.

In no event shall Asavie's or its affiliates, suppliers' or licensors liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amounts actually paid by you to

Asavie in connection with the AccessMyLAN service.

## 9. Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, ASAVIE AND ITS AFFILIATES, SUPPLIERS AND LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE ACCESSMYLAN SERVICE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE ACCESSMYLAN SERVICE. THE ACCESSMYLAN SERVICE IS PROVIDED "AS IS." ASAVIE ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Without limiting the generality of the foregoing, Asavie does not warrant that the AccessMyLAN service is free from errors or that you will be able to access and use the AccessMyLAN service without problems or interruptions. Asavie make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the AccessMyLAN service or any information or content on the AccessMyLAN service. Some states do not allow the disclaimers, limitations of liability or indemnification provisions in this agreement, so they may not apply to you. Without limiting the generality of the preceding sentence, the disclaimers, limitations of liability and indemnification provisions of this agreement do not apply to New Jersey residents. Your exclusive remedy and the entire liability of Asavie under this Agreement will be for you to stop using the AccessMyLAN service and a refund at the discretion of Asavie.

## 10. Indemnity

You will indemnify and hold harmless Asavie and its affiliates, employees, agents and/or distributors from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses including, without limitation, reasonable legal fees arising out of or in any way connected with (i) your use of the AccessMyLAN service, or (ii) your breach of any of your responsibilities or any other provision of this Agreement. Asavie reserves the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate and assist Asavie as required.

## 11. Cookies

The AccessMyLAN portal makes use of cookies to support analysis and understanding of how people interact with the portal and provide tailored digital support. We perform this analysis to help us improve the user interface and user experience of the AccessMyLAN portal and provide proper contextual help to portal users.

Asavie uses cookies that are session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

The data collection and reporting behind this analysis is currently provided by Google Analytics and Intercom.

Please note that if you disable your Web browser's ability to accept cookies, the Intercom Messenger and contextual help tools will not be able to launch properly. The portal and the service will remain functional.

Your acceptance of this EULA will indicate your agreement to the use of this cookie. For more information on how we use cookies, please see our cookies statement [here](#).

## 12. Suspension and Termination

Asavie reserves the right, in its sole discretion and without notice to you, to suspend, terminate or modify access to the AccessMyLAN service or parts thereof, if you are, or Asavie suspects that you are, failing to comply with any of the provisions of this Agreement or for any actual or suspected illegal or improper use of the AccessMyLAN service.

Upon termination for any reason:

1. all rights granted to you under this Agreement shall cease;
2. you must cease all activities authorized by this Agreement;
3. you must immediately pay any sums due under this Agreement; and
4. you must immediately delete, remove and cease access to the AccessMyLAN service from all devices on which the AccessMyLAN service has been installed and all copies of the AccessMyLAN service then in your possession, custody or control. Asavie may also require that you provide it with evidence of compliance with this provision.

## 13. General

This Agreement will be governed by the laws of Delaware, without regard to its conflicts of laws rules. This Agreement (and any associated order form or other agreements referenced herein) constitutes the entire agreement between you and Asavie with respect to the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. This Agreement creates no third party beneficiary rights. Asavie's failure to enforce a term of this Agreement is not a waiver of its right to do so later. If a term is found unenforceable, the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under this Agreement, and any such attempt will be void. Asavie may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the AccessMyLAN service.

Did this answer your question?

