

IN THE MATTER OF
AMERICA ONLINE, INC.

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ASSURANCE OF VOLUNTARY COMPLIANCE

1. This Assurance of Voluntary Compliance¹ ("Assurance") is entered into by the Attorneys General² ("Attorneys General") of the States of Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Washington, West Virginia and Wisconsin, and the Commonwealths of Massachusetts, Pennsylvania and Virginia, (hereinafter collectively "States") and America Online, Inc. ("America Online").

2. America Online is a corporation incorporated under the laws of the State of Delaware. Its principal office or place of business is located at 22000 AOL Way, Dulles, Virginia 20166. America Online sells or offers its services for sale in each of the States.

¹This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

²Of the states listed, Georgia and Hawaii are not represented by their Attorney General. Georgia is represented by the Administrator of the Fair Business Practices Act who is not a part of the state Attorney General's Office, but who is statutorily authorized to undertake consumer protection functions, including the acceptance of Assurances of Voluntary Compliance for the State of Georgia. Hawaii is represented by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. Tennessee is represented by the Attorney General, but the Tennessee Attorney General's Office enters into this Assurance in conjunction with the Tennessee Division of Consumer Affairs. For simplicity purposes, the entire group will be referred to as the "Attorneys General," and such designation, as it includes Georgia, refers to the Administrator of the Fair Business Practices Act, and Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

3. This Assurance is in addition to the Assurance of Voluntary Compliance offered by America Online to the Attorneys General of Arizona, Arkansas, California, Connecticut, Florida, Hawaii, Iowa, Illinois, Michigan, Minnesota, New Jersey, New York, Ohio, Tennessee, Texas, Vermont, and Wisconsin, the Commonwealths of Massachusetts and Pennsylvania, and the Territory of Guam, and which was accepted on December 5, 1996. The terms of the December 5, 1996 Assurance are independent of the terms of this Assurance and are not in any way modified or limited by this Assurance except where expressly provided herein.

4. This Assurance is also in addition to the Assurance of Voluntary Compliance offered by America Online to the Attorneys General of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Washington, West Virginia and Wisconsin, and the Commonwealths of Massachusetts, Pennsylvania and Virginia, and which was accepted on February 4, 1997. The terms of the February 4, 1997 Assurance are independent of the terms of this Assurance and are not in any way modified or limited by this Assurance except where expressly provided herein.

Background

5. America Online is an online service provider. It provides its members access to the Internet and various features and online services such as the World Wide Web. America Online's members pay various hourly or flat rate fees for these services.

The Attorneys General's Allegations

6. This Assurance follows an investigation by the Attorneys General into certain advertising and other practices by America Online that the Attorneys General allege to be in violation of their respective consumer protection statutes, as more specifically described below.³

7. America Online has represented, expressly or by implication, that members who participate in its "free trial offer" will not be charged, provided only that they do not exceed some number of hours of online usage. The free trial offer is in fact not free, because persons who enter into America Online's subscription agreement in order to obtain the free trial offer but use less than the offered number of free hours will be charged if:

³ Alabama §8-19-5, Code of Alabama, 1975; Alaska Unfair Trade Practices and Consumer Protection Act §45.50.471-.561; Ari. Rev. State. Ann. §§44-1521 *et seq.*; Arkansas Code Ann. § 4-88-101 *et seq.*; California Unfair Competition Act and False Advertising Act, Ca. Bus. & Prof. Code §§ 17500 *et seq.*, and 17200 *et seq.*, (1994); Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.*; Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. ch. 501.201 *et seq.*, (1995); Georgia Consumer Protection Act, Official Code of Georgia Ann. §10-1-390 *et seq.*; Hawaii Rev. Stat. §480-2 and 487-5(6); Idaho Code §48-601 *et seq.*; Indiana Deceptive Consumer Sales Act, Indiana Code 24--5-0.5-1 *et seq.*; Iowa Consumer Fraud Act, Iowa Code §714.16; Illinois Consumer Fraud and Deceptive Business Practices Act, 815 IL CS § 505/1 *et seq.*, (1994); Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*; Kentucky Consumer Protection Statute, Krs 367.170; Louisiana Unfair Trade Practices and Consumer Protection Law, L.A.R.S. 51: 1401 *et seq.*; Maine Unfair Trade Practices Act, 5 M.R.S.A. Sec. 205A-214; Maryland Consumer Protection Act, Maryland Commercial Law Code Annotated § 13-101 *et seq.*; Massachusetts Cons. Protection Act, M.G.L. Ch. 93A §§ 1-11; Michigan Consumer Protection Act, M.C.L. 445.901 *et seq.*, M.S.A. 19.418 (1) *et seq.* (1994); Minnesota Uniform Deceptive Trade Practices Act and Prevention of Consumer Fraud Act, Minn. Stat. §§ 325 D.43-48 & 325F. 68-70 (1994); Mississippi Consumer Protection Act, Mississippi Code §75-24-1 *et seq.* (1972); Missouri Merchandising Practices Act, §§ 407.010 *et seq.* (1994); Nebraska Consumer Protection Act, Neb. Rev. Stat. §§59-1601 *et seq.* and the Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. §§87-301 *et seq.* (1994); Nevada Deceptive Trade Practices Act, Nevada Revised Statutes 598.0903 to 598.0999; New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.*; New Mexico Unfair Trade Practices Act, NMSA §57-12-1 *et seq.* (1978); N.Y. Gen. Bus. Law §§ 349 & 350 and Executive Law § 63(12); North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §75-1.1 (1994); North Dakota Cent. Code, §15-15-02, Chapter 51-15; Ohio Consumer Sales Practices Act, R.C. § 1345.01 *et seq.*; Oklahoma Consumer Protection Act 150-5. §§751 *et seq.*; Oregon Unlawful Trade Practices Act, ORS 64.605 *et seq.*; Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq.*; Rhode Island Unfair Trade Practice and Consumer Protection Act, R.I. Gen. Laws §6-13.1-1, *et seq.*; South Carolina Unfair Trade Practices Act § 39-5-10 *et seq.*, Code of Laws of South Carolina, (1976); Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.*, (1994); Texas Deceptive Trade Practices and Consumer Protection Act, Tex. Bus. and Com. Code § 17.41 *et seq.*, (West 1993); Utah Title 13, Utah Code; Vermont Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.*; Sec. 100.18(1); Washington Consumer Protection Act, R.C.W. 19.86 *et seq.*; West Virginia Code Section 46A-1-101 *et seq.*; §100.18(1) Wisconsin Statutes; Virginia Consumer Protection Act, Va Code Ann. §59.1-196 *et seq.*

- a. they fail to affirmatively notify America Online that they want to cancel prior to the thirtieth day after the date of initial sign-on;
- b. they use some portion of the promised number of free hours more than 30 days after the date of initial sign-on; or
- c. they access America Online service via:
 - i. telephone access numbers for which they must pay a long distance toll to their long distance telephone company, or;
 - ii. 1-800 telephone access numbers provided by America Online, for which America Online assesses a separate fee; or
 - iii. other telephone access numbers for which a surcharge or other fee may be charged by a telephone service provider or America Online.

8. In the advertising and sale of its online service, as described above, America Online has targeted persons under the age of 18 by using advertisements with themes that appeal to persons under the age of 18 or which are published in magazines directed towards persons under the age of 18. In such advertisements, America Online has described material limitations on the advertised offer in language not readily understandable by such persons.

9. America Online has failed to timely accept reasonable notices of cancellation from some members seeking to cancel their accounts. As a result, America Online has made unauthorized charges to the credit card and/or bank accounts of those members for billing periods following the date the member gave reasonable notice of cancellation.

10. America Online markets, via direct mail, telephone, and online solicitations, its online service as well as other goods and services such as books, software, and credit cards. America Online has, in some instances, charged credit card and bank accounts for such goods and services without first obtaining proper authorization to do so.

11. In the fourth quarter of 1996, America Online automatically switched the majority of its members from a service plan under which members paid a monthly fee of \$9.95 in exchange for 5 hours of use of the service per month, with additional hours available for \$2.95 an hour, to a service plan under which members pay a monthly fee of \$19.95 in exchange for unlimited use of the service. America Online represented to its members that it was authorized to make this switch by posting notice of the switch in its Terms of Service area 30 days prior to the effective date of the switch.

12. America Online has failed to respond to member complaints forwarded to America Online by the Attorneys General. In some cases, America Online has been unable to respond to member complaints because it has failed to retain adequate records to permit it to respond.

13. America Online operates a telecommunications network to be used by its members to connect to its service. Many members access this network by placing a local telephone call. Members not served by America Online's telecommunications network must pay long distance tolls to their long distance provider or other charges to use telephone access numbers that are not local calls from their area, or must use access numbers, including 1-800 telephone numbers, for which America Online itself imposes additional communications surcharges.

14. America Online has represented, expressly or by implication, in advertisements and by means of its online service, that its members will pay certain hourly or flat rate fees for use of its service. The fees represented do not include these additional communications costs.

15. America Online has failed to make certain disclosures required by state and federal statutes in cases where a charge is imposed for the use of 1-800 telephone numbers or other telephone numbers advertised or widely understood to be toll free.

16. America Online has affirmatively represented, expressly or by implication, during its initial sign on process and at other times, that telephone access numbers it provides to members are local access numbers. In fact, many of the telephone access numbers provided by America Online are not local telephone numbers for a number of its members.

17. America Online has misrepresented, expressly or by implication, the price of its unlimited use plan. In a certain advertisement, America Online offered: "Entire Internet & America Online for a Monthly Fee of Only \$4.95. Now With Unlimited Use Price Plan." Nothing in the advertisement explains that the unlimited use price plan costs \$19.95 per month rather than the advertised \$4.95 per month.

18. America Online had policies for rounding up the amount of time that its members were connected to its service for billing purposes, which were not always adequately disclosed to its members.

19. The Attorneys General believe that the above enumerated advertising and practices by America Online have the capacity and tendency to mislead, deceive and confuse consumers.

20. The Attorneys General further recognize that during the negotiation period that led to the finalization of this Assurance, America Online has made numerous changes from the manner in which it operated when the negotiations began, to the manner in which it operates today.

Position of America Online

21. America Online asserts that it has conducted its business in compliance with all applicable laws, and, in fact, its practices exceed the compliance level of other Internet Service Providers. Through modification of its services and by agreeing to this Assurance, America Online does not admit, and in fact expressly denies, that it has violated any provision of the laws

enforced by the Attorneys General. Rather, America Online is attempting to establish new industry standards that will benefit consumers of online services and will make the Internet a mass medium available to all Americans.

22. In response to the allegations of the Attorneys General, America Online makes the following contentions:

23. America Online has fully, clearly and conspicuously represented the terms and conditions applicable to its "free trial offer". The offer of trial time is in fact free, because persons who obtain the free trial offer can use the offered number of free hours without incurring the monthly membership charges paid by AOL members. Through a combination of its advertising materials and online registration process, America Online discloses fully, clearly and conspicuously that:

- a. trial members must affirmatively notify America Online that they want to cancel within one month of the date of initial sign-on to avoid being charged for a second month of usage;
- b. members must use the initial number of free hours within one month of the date of initial sign-on; and
- c. during the initial period, members may incur telephone bill charges or, if they utilize surcharged 1-800 telephone access numbers provided by America Online, they may pay a communication surcharge to America Online.

Although America Online strongly believes that the wealth of information provided in the America Online software is part and parcel of the advertising process, it has modified some

of its advertising and marketing practices to further inform and educate consumers of important aspects of its service. This has been accomplished both through disclosures in “traditional” media, more information in the registration process for new members, and information in various online areas.

24. In the advertising and sale of its online service, America Online has not advertised in media directed toward persons under the age of 18 without fully, clearly and conspicuously describing material limitations on the advertised offer in language readily understandable by such persons. America Online rarely advertises to minors. In addition, America Online does more than any other ISP to maintain the highest standards for “kid-friendly” areas of the America Online service, and America Online provides a wide array of “Parental Controls” to allow parents to select the appropriate level of online activity for children.

25. America Online timely accepts reasonable notices of cancellation from members seeking to cancel their accounts. In fact, America Online offers multiple easy ways for members to cancel the service; accepting cancellation on the phone, via facsimile or through U.S. mail. America Online provides written confirmation of termination and provides refunds if members are inadvertently billed following a valid cancellation

26. America Online obtains proper authorization from members for all online sales transactions via direct mail, telephone, online solicitations, and its online service, for goods and services such as books, software, and credit cards. America Online only charges credit card or bank accounts in accordance with its Terms of Service, all applicable laws and regulations and all applicable credit card or merchant association rules.

27. In the fourth quarter of 1996, responding to competition and consumer demand, America Online began offering a plan under which members pay a monthly fee of \$19.95 in exchange for unlimited use of the service. Prior to implementation of this plan, America Online sent to each of its members a postcard which informed them of the new pricing plan. In addition, America Online published this information in its monthly online newsletter as well as posted the notice on the AOL service in accordance with its Terms of Service 30 days prior to the effective date of the switch. America Online provides electronic notice to members when there are material changes to the member agreement or pricing plans. Most other online service providers do not provide similar notice; rather, they require members to regularly check their online terms and conditions and determine for themselves whether there have been any changes.

28. America Online uses best efforts to timely respond to member complaints forwarded to America Online by the Attorneys General. In fact, America Online has established a dedicated team of Member Services professionals to give priority handling of complaints forwarded to America Online by the Attorneys General.

29. America Online represents clearly and conspicuously that its members may pay telephone bill charges or communications surcharges to access the AOL Service.

30. America Online makes all disclosures required by state and federal statutes in cases where a charge is imposed for the use of 1-800 telephone numbers or other telephone numbers typically understood to be toll free. America Online has added the online information regarding the use of access numbers, including those surcharged numbers provided by America Online and non-surcharged access numbers covered by members calling plans with their phone companies.

31. Although many of the telephone access numbers provided by America Online are "local" telephone numbers for many of its members, America Online has not misrepresented during its initial sign on process or at other times, that telephone access numbers it provides to members are "local" telephone calls.

32. America Online represents, fully, clearly and conspicuously, the price of its unlimited use plan in advertisements and in Online areas. America Online clearly indicates that there are no hourly charges under the plan and does not promote premium features that are not covered by the plan without disclosing fully, clearly and conspicuously that additional charges may apply. In addition, America Online provides online notice to inform members when they are about to enter a surcharged or premium area on the AOL service.

33. Since its inception, America Online has refined and improved its practices to better serve its members. Some of these improvements have been made in response to members' concerns; others on America Online's initiative to provide the highest quality service available. America Online's improvements have kept it at the forefront of ISPs, and its practices are, and will continue to be, more consumer oriented than the practices of all other ISPs. In addition to the matters described above, the following are some of the more significant changes America Online already implemented prior to the date of this Assurance:

- a. Through an agreement with the Attorneys General, America Online provided refunds to consumers who experienced access problems in early 1997. Though other ISPs have experienced access problems, including outages, America Online is not aware of any other official refund programs.

- b. America Online spent \$700 million to upgrade its infrastructure network in order to provide improved access, higher capacity and improved customer service as consumers continue to spend more time online.
- c. America Online dramatically increased the number of member service representatives to over 5,000; representatives can be reached by members on our toll free help line to assist them with all their needs.

These and many other actions taken by America Online demonstrate America Online's singular and independent commitment to member satisfaction, and to maintaining the highest quality service and industry standards.

Assurance

34. America Online assures the Attorneys General as follows:

Disclosures for Free Offers

35. America Online shall not use the term "free," or any other similar term that suggests an offer for its service will be without cost in any advertising unless the offered service will be provided by America Online without cost to the user and America Online makes the advertising disclosures required by subparagraphs (a) and (b) below, and America Online makes the online disclosures required by subparagraph (c) below:

- a. In television or radio advertising America Online shall clearly and conspicuously disclose the fact that a free trial offer expressed in terms of hours of usage must be used within a stated time period, e.g., one month, if such is the case. If a consumer may respond to a television or radio advertisement by calling America Online and receiving a password during the telephone call that permits the consumer to immediately register to

use the service, then the America Online service representative shall also disclose during the telephone call that telephone charges may apply during the trial period.

b. In advertising other than television or radio advertising America Online shall clearly and conspicuously disclose:

- i. The fact that the free trial offer is limited to a certain number of hours of use, if that is the case, and that there is a stated time period, e.g., one month, within which the offered free hours of use must be used following acceptance of the offer, if that is the case.
- ii. The fact that a person who accepts the free trial offer must affirmatively contact America Online to cancel the service to avoid being billed for service following the expiration of the free trial offer, if that is the case. Such disclosure shall include a statement of time within which the person is required to cancel.
- iii. The fact that persons who wish to access the service may incur telephone bill charges depending on their location and calling plan, even during the free trial period.
- iv. The fact that a surcharge or other separate charge is imposed for access to certain premium services, even during the free trial period, if that is the case.
- v. Any other material limitations, conditions or restrictions on the use of the free trial offer.

c. America Online shall clearly and conspicuously disclose, by means of an online display prior to acceptance of a free offer:

- i. The fact that the free trial offer is limited to a certain number of hours of use, if that is the case, and that there is a stated time period, e.g., one month, within which the offered free hours of use must be used following acceptance of the offer, if that is the case.
- ii. The fact that a person who accepts the free trial offer must affirmatively contact America Online to cancel the service to avoid being billed for service following the expiration of the free trial offer, if that is the case. Such disclosure shall include a statement of time within which the person is required to cancel.

- iii. The fact that persons who wish to access the service may incur telephone bill charges depending on their location and calling plan, even during the free trial period.
- iv. The fact that a surcharge or other separate charge is imposed for access to certain premium services, even during the free trial period, if that is the case.
- v. Any other material limitations, conditions or restrictions on the use of the free trial offer.

Representations and Disclosures Concerning Pricing

36. America Online shall not promote the existence of any surcharged or premium services in any advertising that contains pricing for America Online services unless it clearly and conspicuously discloses in such advertisement and by means of an online display prior to acceptance of an offer of its online service the fact that a surcharge or other separate charge is imposed for access to certain premium services, if that is the case.

37. America Online shall not misrepresent the price of its service or any component of its service.

38. In an advertisement stating a price for one of America Online's service offerings, America Online shall not describe or refer to features, benefits, or terms of its service which are not available at the stated price in a manner constituting a representation that such features, benefits, or terms are available at the stated price.

39. America Online shall make information regarding the manner in which it calculates online usage time available in "Keyword: Billing" or other similar area.

Disclosures Concerning Premium Areas

40. If a surcharge or other separate charge in addition to America Online's regular monthly fee is collected by or for the benefit of America Online for access to certain online services,

America Online shall clearly and conspicuously disclose after a member has selected a surcharged area, but prior to the incurring of a charge for use of a surcharged service, the fact that a surcharge or other separate charge will be imposed for use of such service, and the amount or rate of the charge for the service.

Specific Disclosures for Communications Charges

41. If America Online provides a telephone access number in the online screens regarding telephone access number set-up, other than a 1-800, 1-888 or 1-877 number, America Online shall clearly and conspicuously display the number, provide the location for the number as provided to America Online by the telephone service provider, and state the existence and amount of any surcharge or other separate charge imposed by America Online for use of the number. Prior to providing the number in the online screens regarding telephone access number set-up, America Online shall disclose that the member may incur telephone bill charges depending upon the member's location and calling plan.

42. If America Online advertises or provides a 1-800, 1-888, or 1-877 telephone access number, or any other telephone number widely advertised or reasonably understood to be toll free, and collects from a member any charge for use of such telephone number, America Online shall clearly and conspicuously disclose in such advertising the rate applicable to use the number.

43. If a telephone access number is provided orally by an America Online customer service representative or by means of an automated telephone response system, its customer service representative or automated telephone response system shall make all of the disclosures required in Paragraphs 41 and 42 above, as applicable, before providing the number.

44. If a member connects to America Online by means of a 1-800, 1-888, or 1-877 telephone access number or any other telephone number widely advertised or reasonably understood to be toll free, and America Online collects charges from that member for use of such telephone number, America Online shall, by means of an online display at the time of connection, clearly and conspicuously disclose the rate applicable to the connection and shall give the member the opportunity to disconnect from the service without charge before proceeding beyond the display.

45. America Online shall comply with the applicable requirements of federal law, including but not limited to: 16 C.F.R. Part 308.5(i).

46. America Online shall not use the phrase "local access number" to describe a telephone access number or otherwise represent that a call to a telephone access number is "local" unless such number is a local call for each person to whom such representation is made.

Advertising to Minors

47. In advertisements for America Online service directed toward persons under the age of 18 or which are placed in a medium directed or disseminated primarily to persons under the age of 18, America Online shall:

- a. Use language generally understandable to the youngest age group to which the advertisement is directed.
- b. Present disclosure information in such a manner to attract the attention of the youngest age group to which the advertisement is directed; and
- c. Explain, in the manner set forth above, that a person must be 18 years or older to subscribe to America Online if that is America Online's policy.

Cancellation Procedures

48. Unless otherwise requested, upon receipt of a notice of cancellation from a member, America Online shall bill the member only for the charges or fees for which the member was liable at the time of the receipt of the notice of cancellation.

49. America Online shall employ reasonable procedures for processing cancellations, including at a minimum, mailing, within 2 weeks of receipt of the notice of cancellation, an acknowledgment of the notice of cancellation containing a control number or other reference number or other device to enable America Online to locate its internal record of the cancellation in the event of a dispute. Such notice shall inform the member of the date upon which America Online cancels the member's service.

50. America Online shall clearly explain its cancellation and post-cancellation policies under Keyword: "Cancel" and in its terms of service, including: all methods available to cancel; that in the event a member's contract is canceled or terminated, no refund will be granted, if that is the case; that if a member cancels near the end of the member's billing cycle and America Online inadvertently bills for another month's service, America Online will reverse such charge, absent fraud or a bad faith claim of cancellation, upon receipt of notice from the member.

51. So long as America Online maintains reasonable procedures to comply with the provisions of Paragraphs 48, 49 and 50 above, America Online shall not be in violation of this Assurance in instances where America Online fails to prevent the next month's billing charges from accruing to the member's account, or fails to send a notice of cancellation for reasons beyond the reasonable control of America Online.

Unauthorized Charges to Credit Card or Bank Accounts

52. America Online shall not hold a member liable for or represent that a member may be held liable for unauthorized charges to a credit card or bank account. America Online shall, at the time it obtains credit or bank account information during registration from a member, clearly and conspicuously advise members that they will be responsible for all activities and charges under the member's account by the member or authorized users. "Authorized" use of an account includes all usage and purchases made thereunder except as limited by any designation of authorization made by means of a mechanism described in paragraph 53 below, and except for usage obtained or purchases made through a hacked or compromised account, stolen or fraudulent use of a credit card, or through other unlawful means.

53. (a) In connection with online sales transactions, except for those covered by the next sentence, between America Online and a member, America Online shall either (i) require the member to provide a credit card number or other purchase authorization or identification, or (ii) provide online tools to master account holders to permit them to designate levels of authorization to sub-account screen names to make online purchases. If America Online implements online tools described in Paragraph 53(a)(ii) in lieu of the method of authorization described in Paragraph 53(a)(i), the initial or default settings for sub-account screen names shall operate to preclude completion of purchases by such sub-accounts until the master account holder designates levels of authorization to such sub-accounts to make online purchases.

(b) For online sales transactions occurring between America Online and members through a pop-up sent by America Online to members, America Online shall either (i) provide online tools to master account holders that block pop-ups offering online sales transactions from.

appearing to any sub-account screen names that have been designated by the master account holders as "Kids", "Young Teens" or "Mature Teens" (or other similar designations for minors) or (ii) provide online tools to master account holders to permit them to designate levels of authorization to sub-account screen names to make online purchases. If America Online implements online tools described in Paragraph 53(b)(ii) in lieu of the online tools described in Paragraph 53(b)(i), the initial or default settings for sub-account screen names designated as "Kids", "Young Teens" or "Mature Teens" (or other similar designation for minors) shall operate to preclude completion of purchases by such sub-accounts until the master account holder designates levels of authorization to such sub-accounts to make online purchases.

(c) If any Participating State, or the Attorney General thereof, or any agency of a Participating State charged with the administration of the State's consumer protection statutes, subsequently enacts or promulgates any legislation, rule, or regulation, with respect to the subject matter of Paragraph 53 that is inconsistent with any provision of Paragraph 53, then America Online shall comply with the law, rule or regulation in replacement of the inconsistent requirement(s) of that Paragraph after giving thirty (30) days prior written notice to the Participating State of America Online's intention to do so. A Participating State's applicable law, rules, or regulations shall be treated as "inconsistent" if, based on the Participating State's principles of interpretation and construction, such law, rules, or regulations set forth an obligation different from, and with the degree of specificity of, that imposed hereunder.

54. Upon receipt of a complaint from an account holder that a charge to the account holder's credit card or bank account was not authorized, as provided in Paragraph 52 above, America

Online shall make a good faith investigation of the circumstances of the transaction and shall make such refunds or adjustments as are necessary to reverse or avoid any unauthorized charges.

Changes to Service Agreement

55. (a) America Online shall not increase its regular monthly fees or make any other material change in a term of its member agreement unless America Online provides, in a reasonable manner and in a manner consistent with its member agreement, clear and conspicuous notice of the proposed change to the affected master account holder at least 30 days before the effective date of the change, and:

(i) The notice of the proposed change shall be delivered (A) by electronic mail to each screen name associated with the member's account at least 30 days prior to the effective date of the change, or (B) by a "pop-up screen" appearing shortly after signing on to the service in a manner that is clear and conspicuous, which can only be dismissed by means of a click-on button, and which is programmed to be displayed the first time the member signs on to the service under each screen name associated with the member's account during a period beginning at least 30 days prior to the effective date of the change and ending no earlier than 60 days following the effective date of the change; or (C) by U.S. Mail; or (D) any combination of the above.

(ii) The electronic mail notice, pop-up screen notice, or U.S. Mail notice of the change must clearly and conspicuously identify that there is a change, state the effective date of the change, briefly describe the subject matters covered by the change, which in the case of a pricing change means at a minimum a statement of the new price or method

of calculating the new price, and refer the member to the area(s) where the change is described in greater detail.

(iii) The area(s) (other than the notice) describing the proposed change must clearly and conspicuously and in readily understandable terms provide a summary of the change and refer to the terms of service area or other areas where the full text of the change is set forth. The full text of the change shall be provided in such a way that distinguishes it from the unchanged terms of the agreement.

(b) For changes to the agreement described in Paragraph 55(a) that result in increased membership fees, members who claim not to have received notice of the change may obtain a refund for the amount of such increase upon request to America Online made within 60 days following the effective date of the change, unless America Online can show that the member logged on during the 30 days prior to the effective date of the changes while the "pop-up" notice was appearing, if that was the manner of notice, or accessed his or her electronic mail during the 30 days prior to the effective date of the changes, if that was the manner of notice.

(c) The terms of Paragraph 55(b) do not apply to notice sent by United States Mail.

(d) America Online shall comply with applicable state Unsolicited Merchandise Acts.

(e) If any Participating State, or the Attorney General thereof, or any agency of a Participating State charged with the administration of the State's consumer protection statutes, subsequently enacts or promulgates any legislation, rule, or regulation, with respect to the subject matter of Paragraph 55(a) that is inconsistent with any provision of Paragraph 55(a), America Online shall comply with the law, rule or regulation in replacement of the inconsistent requirement(s) of that Paragraph after giving thirty (30) days prior written notice to the

Participating State of America Online's intention to do so. A Participating State's laws, rules or regulations shall be treated as "inconsistent" if, based on the Participating State's principles of interpretation and construction, such law, rules or regulations set forth an obligation different from, and with the degree of specificity of, that imposed hereunder.

(f) Notwithstanding the requirements of this Assurance to the contrary, if any Participating State, or the Attorney General thereof, or any agency of a Participating State charged with the administration of the State's consumer protection statutes, subsequently enacts or promulgates any legislation, rule or regulation that addresses the subject matter of Paragraph 55(a) or (b), but that is inconsistent with, differs from or does not contain any of the requirements of Paragraph 55 (b), America Online shall comply with the law, rule or regulation in replacement of the inconsistent, differing or additional requirements of Paragraph 55(b) after giving thirty (30) days prior written notice to the Participating State of America Online's intention to do so.

Definitions

56. A statement is "clear and conspicuous" if it is presented in such size, color, contrast, location and audibility that it may be readily noticed and understood and in language and terms used in accordance with their common or ordinary usage and meaning. Such statement may not contradict or be inconsistent with any other information with which it is presented. If such statement modifies, explains, or clarifies other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner which can be readily noticed and understood, and it may not be obscured in any other manner.

a. In addition to the foregoing, a statement required to be disclosed clearly and conspicuously by this Assurance, made in an online display or portion thereof is clear

and conspicuous if it appears on a series of consecutive screens that are provided to the member for viewing before the member is able to proceed to another online area and is reasonably configured within the space limitations and context of an online display or Web page to limit to the extent practicable the need for scrolling of the display by a typical online user. A statement is not clear and conspicuous if it can be bypassed or skipped without an opportunity to view it by means of an online button, menu, or command, except for those situations where a member devises some mechanism or takes some other action to intentionally avoid reviewing the statement or screens. The terms of Paragraph 56(a) shall not apply to America Online's member agreement.

b. In addition to the foregoing, a statement made via radio broadcast, the audio portion of a television broadcast, or other audible transmission is clear and conspicuous if it is made at a sound level equal to the highest level used in the broadcast or transmission at a speed equal to or slower than that of any other statement in the broadcast or transmission. If the statement modifies or clarifies an offer of sale, it may not be made prior to the information it modifies.

c. In addition to the foregoing, a statement made via superimposed text in a television broadcast or other video transmission is clear and conspicuous if it is legible, and it appears for a duration reasonably sufficient to allow a viewer to read and understand the statement.

57. "Advertising" or advertisements means any statement sponsored by America Online in any medium, including but not limited to, newspapers, magazines, brochures, direct mail pieces, product packaging, radio or television broadcasts, and any statements sponsored by America

Online transmitted via computer diskettes, CD-ROM's, online services, Internet services, or other electronic media. America Online shall have ninety (90) days from the date of this Assurance to bring its advertising into compliance with this Assurance.

Member Complaints

58. America Online shall respond within a reasonable time to all member complaints or requests for refunds received by America Online with respect to the matters set forth herein on an individual member- requested basis only, and not by mass claim or on behalf of any group by way of a class action lawsuit or class certification order or via any representations in any private litigation or action. America Online shall make such refunds and adjustments as are reasonable and consistent with the terms of this Assurance. Nothing in this paragraph is intended to preclude actions by an Attorney General.

59. In addition to complying with the foregoing paragraph, for consumer complaints forwarded to America Online by an Attorney General, America Online will use its best efforts to respond in writing to the substance of the complaint to the Attorney General who forwarded the complaint to America Online within the time requested by that Attorney General.

60. America Online shall not fail to respond to a member complaint or withhold any refund or adjustment requested by a member on the sole ground that it has not maintained sufficient records to investigate or verify the member's allegations.

General Provisions

61. This Assurance does not constitute an admission by America Online that any of its advertising, business practices or conduct are unfair or deceptive or violate any of the States' respective consumer protection laws.

62. America Online agrees to pay Two Million Six Hundred Thousand Dollars (\$2,600,000) to the Attorneys General of the States no later than fifteen (15) days after the Effective Date of this Assurance for attorneys fees or investigative costs, for consumer education (including but not limited to internet education programs), litigation or local consumer aid funds, or for public protection or consumer protection purposes, at the discretion of each State's Attorney General as allowed by each state's law.⁴ This amount is paid in full and final settlement of all fees and costs incurred by the Attorneys General in connection with this Assurance and the Assurances referenced in Paragraphs 4 and 5 of this Assurance.

63. This Assurance shall not be construed as an approval by the Attorneys General of America Online's past, present, or future conduct or business practices, and this Assurance does not in any way limit the right of the Attorneys General to bring legal action against America Online for any conduct which violates their respective state laws. It is further understood and agreed that except as specifically provided in Paragraph 58, nothing contained in this Assurance shall be construed to limit or affect the rights of any other persons or entities who are not parties to this Assurance with respect to any of the matters contained herein.

⁴With respect to Connecticut, the Attorney General is to deposit 50 percent of Connecticut's share into the State of Connecticut's general fund, and the Attorney General shall provide the remaining 50 percent to the Commissioner of Consumer Protection for deposit into the fund for consumer complaint resolution programs, consumer education programs or consumer protection and litigation matters.

64. This Assurance shall be governed by the laws of the above named States, and is subject to court approval in those States whose procedures require court approval. By entering this Assurance the Attorneys General and America Online agree to all such court approvals, provided that there are no modifications to the terms hereof without America Online's express written consent.

65. America Online represents and warrants that it has fully read and understood this Assurance, that it understands the legal consequences involved in signing the Assurance and that there are no other representations or agreements not stated in writing herein.

66. America Online represents and warrants that it is represented by the undersigned legal counsel, that it is fully advised of its legal rights in this matter, and that the person signing below is fully authorized to act on its behalf.

67. This Assurance applies to America Online and its directors, officers, subsidiaries, employees, agents, successors and assigns, and each of them.

68. America Online shall provide a copy of this Assurance to all of its directors and an accurate summary of the material terms of this Assurance to all of those officers and senior managers who have managerial responsibility for the matters subject to the provisions of this Assurance, or other persons, including without limitation, outside consultants, through whom America Online may act who have responsibility for the matters subject to this Assurance.

69. America Online shall maintain copies of all advertisements and all screens displayed during its online sign-up process for a period of 2 years from the last date such advertisement or screen was used. For a period of 2 years from the date of this Assurance, America Online shall provide copies of such advertisements and screens to any of the Attorneys General who request

such documents within four weeks of receipt of written request. Nothing herein shall limit the obligation of America Online to otherwise comply with lawfully issued civil investigative demands, subpoenas or other legal process.

70. America Online shall provide a written compliance report to a designated representative of the undersigned Attorneys General on or before 90, 180, and 270 days from the date of this Assurance. Those reports shall indicate the manner and extent of America Online's compliance with the terms of this Assurance, including the number of persons who received refunds, and the amount of the refunds.

71. This Assurance shall be effective on the date ("Effective Date") that it is signed by an authorized representative of America Online.

72. This Assurance may be executed in counterparts.

73. This Assurance contains the entire agreement among the parties. Except as otherwise provided herein, this Assurance shall be modified as to any Participating State only by a written instrument signed by or on behalf of the Attorney General of that State and America Online. To seek a modification that requires such a written instrument, America Online shall send a written request for modification to the Attorney General of the State or States involved. If more than one Participating State is involved, America Online shall also send a copy to the Attorney General of the State of Illinois, and the Attorney General of the State of Illinois shall coordinate the States' response to America Online's request for modification. The States shall respond within 30 days of receiving any such request.

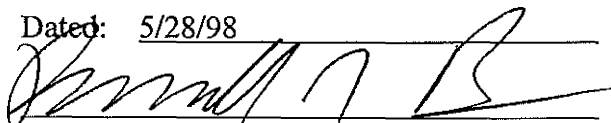
- a. If any Participating State, or the Attorney General thereof, or any agency of a Participating State charged with the administration of the State's consumer protection

so as to be inconsistent with any provision of this Assurance, then the affected Participating State shall agree to modify such provision to the extent necessary to render this Assurance consistent with applicable state law. A Participating State's applicable law, rules or regulations shall be treated as "inconsistent" if, based on the Participating State's principles of interpretation and construction, such law, rules or regulations set forth an obligation different from, and with the degree of specificity of, that imposed hereunder.

b. If America Online requests modification of this Assurance for any reason other than as set forth in subparagraph (a) above, the Participating States shall give such petition reasonable consideration.

74. To the extent that subsequently enacted federal law clearly preempts any provision of the Assurance, compliance with such law will not constitute a violation of that provision of this Assurance.

Dated: 5/28/98



America Online, Inc.


By: Randall J. Boe

Title: Associate General Counsel

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

ANDREW KETTERER
Attorney General of Maine

BY:


STEPHEN L. WESSLER
Assistant Attorney General

Date: May 18, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

BILL PRYOR
Attorney General of Alabama

BY: 

DENNIS WRIGHT
Assistant Attorney General

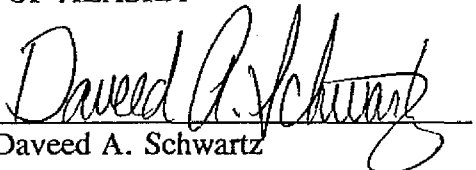
Date: 5/18/98

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

Executed this 19th day of May 1998.

BRUCE M. BOTELHO
ATTORNEY GENERAL
STATE OF ALASKA

By:


Daveed A. Schwartz
Assistant Attorney General

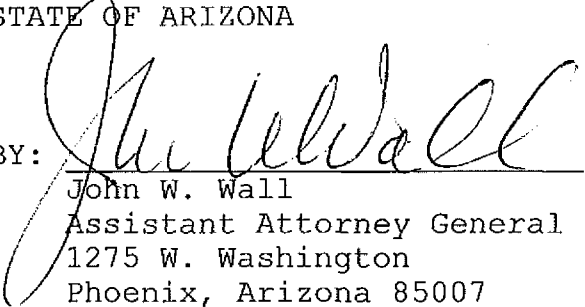
IN THE MATTER OF:

AMERICA ONLINE, INC.,)
a Virginia corporation,)
_____)

Dated this 18th day of May, 1998.

GRANT WOODS
ATTORNEY GENERAL
STATE OF ARIZONA

BY:



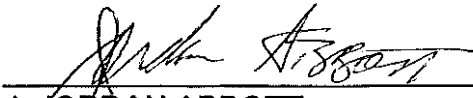
John W. Wall
Assistant Attorney General
1275 W. Washington
Phoenix, Arizona 85007

CPA98-074; 19670

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

WINSTON BRYANT
Attorney General of Arkansas

BY:




J. JORDAN ABBOTT
Assistant Attorney General

Date: 5-21-78

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

Date: May 20, 1998

DANIEL E. LUNGREN, Attorney General
of the State of California
HERSCHEL T. ELKINS,
Senior Assistant Attorney General



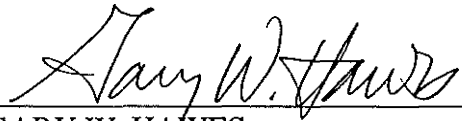
ALBERT NORMAN SHELDEN,
Supervising Deputy Attorney General

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

STATE OF CONNECTICUT

DEPARTMENT OF CONSUMER PROTECTION
MARK A. SHIFFRIN
COMMISSIONER

RICHARD BLUMENTHAL
ATTORNEY GENERAL

By: 
GARY W. HAWES
Assistant Attorney General

110 Sherman Street
Hartford, Connecticut 06105

Signed this 21st day of May.

In the matter of:

AMERICA ONLINE, INC.

)
)
)
)

Dated: May 20, 1998

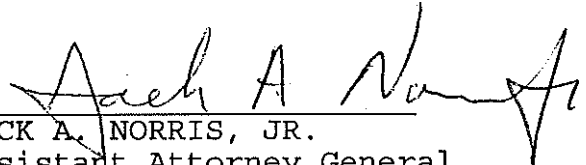
ROBERT A. BUTTERWORTH
ATTORNEY GENERAL
State of Florida

BY:



RICHARD DORAN
Deputy Attorney General

BY:

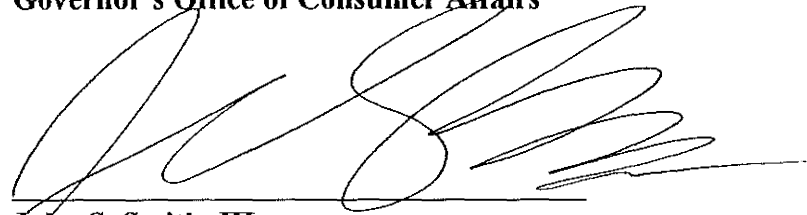


JACK A. NORRIS, JR.
Assistant Attorney General
Office of the Attorney General
110 S.E. 6th. Street
The Republic Tower
Fort Lauderdale, Florida 33301
(954) 712-4600

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

BARRY W. REID
Administrator,
Georgia's Fair Business Practices Act, and
Governor's Office of Consumer Affairs

By:



John S. Smith, III
Counsel and Division Director
Georgia State Bar Number 661075

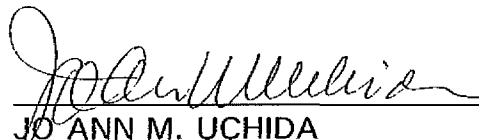
Date: May 21, 1998

Governor's Office of Consumer Affairs
2 Martin Luther King, Jr., Drive
Suite 356 East
Atlanta, Georgia 30334
404-656-1760

In the matter of AMERICA ONLINE, INC.

ASSURANCE OF VOLUNTARY COMPLIANCE

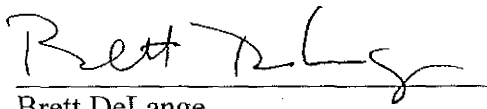
DATED: Honolulu, Hawaii, May 20, 1998.

A handwritten signature in cursive script, appearing to read "Jo Ann M. Uchida", written over a horizontal line.

JO ANN M. UCHIDA
Executive Director of the
Office of Consumer Protection
State of Hawaii

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

ALAN G. LANCE
Attorney General of Idaho

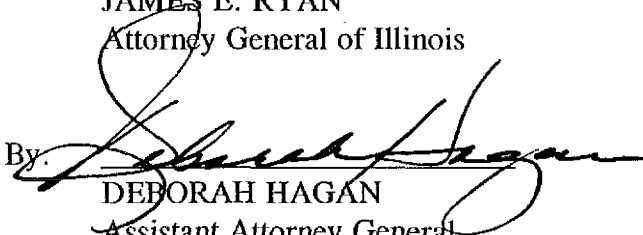
By: 
Brett DeLange
Deputy Attorney General

Date: May 14, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

JAMES E. RYAN
Attorney General of Illinois

By:



DEBORAH HAGAN
Assistant Attorney General

Date: May 26, 1998

IN THE MATTER OF:

AMERICA ONLINE,

Respondent

)
)
)
)
)

Dated this 20th day of May, 1998.

JEFFREY A. MODISETT
ATTORNEY GENERAL
STATE OF INDIANA

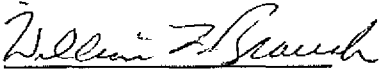
by: 

David A. Paetzmann, #6392-23
Deputy Attorney General

Office of the Attorney General
Indiana Government Center South, 5th fl.
402 W. Washington Street
Indianapolis, IN 46204
(317) 232-6201

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

THOMAS J. MILLER
Attorney General of Iowa

BY: 
WILLIAM L. BRAUCH
Special Assistant Attorney General

Date: May 18, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

CARLA J. STOVALL #11433
Attorney General of Kansas

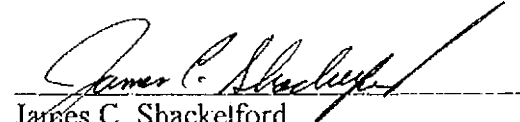
By: Michelle V. Hostetler
MICHELLE V. HOSTETLER #13742
Assistant Attorney General

Date: 5/18/98

In the matter of American Online, Inc.

ASSURANCE OF VOLUNTARY COMPLIANCE

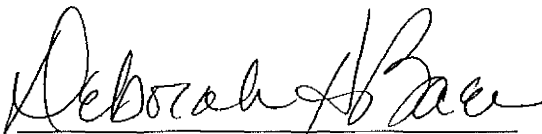
ALBERT B. CHANDLER III
ATTORNEY GENERAL
OF KENTUCKY


James C. Shackelford
Assistant Attorney General
Consumer Protection Division

Date: 5-21-98

In the matter of America Online
ASSURANCE OF VOLUTARY COMPLIANCE

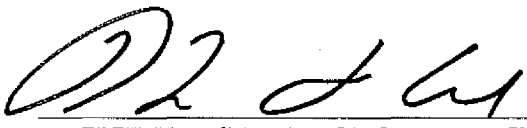
Richard P. Ieyoub
Attorney General of Louisiana

BY: 
DEBORAH H. BAER
Assistant Attorney General

Date: May 20, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

J. JOSEPH CURRAN, JR.
Attorney General of Maryland

By: 
STEVEN M. SAKAMOTO-WENGEL
Assistant Attorney General

Dated: May 21, 1998

IN THE MATTER OF
AMERICA ONLINE

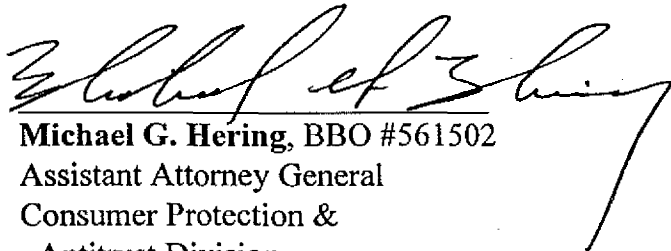
ASSURANCE OF VOLUNTARY COMPLIANCE
(ASSURANCE OF DISCONTINUANCE)

Executed this 28th day of May, 1998.

COMMONWEALTH OF MASSACHUSETTS

SCOTT HARSHBARGER
Attorney General

By:

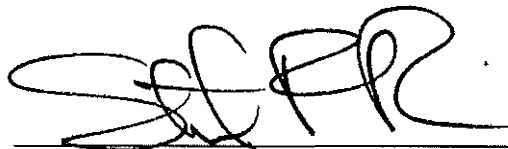


Michael G. Hering, BBO #561502
Assistant Attorney General
Consumer Protection &
Antitrust Division
One Ashburton Place, 19th Floor
Boston, MA 02108
(617) 727-2200

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

FRANK J. KELLEY
Attorney General of Michigan

BY:

A handwritten signature in black ink, appearing to read 'S. F. Pruss', written over a horizontal line.

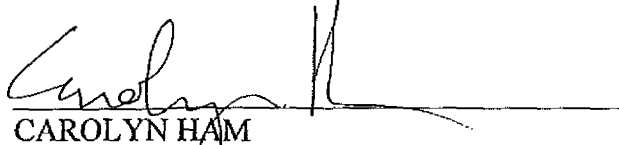
Stanley F. Pruss
Assistant Attorney General in Charge

Date: May 15, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

HUBERT H. HUMPHREY III
Attorney General
State of Minnesota

BY:


CAROLYN HAM
Assistant Attorney General

Date: May 21, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

MIKE MOORE
Attorney General of Mississippi

BY: Leyser Q. Morris
LEYSER Q. MORRIS
Special Assistant Attorney General

Date: 5-21-98

In the Matter of:

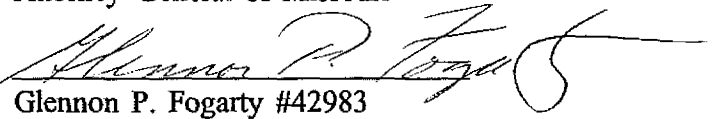
America Online, Inc.

Respondent.

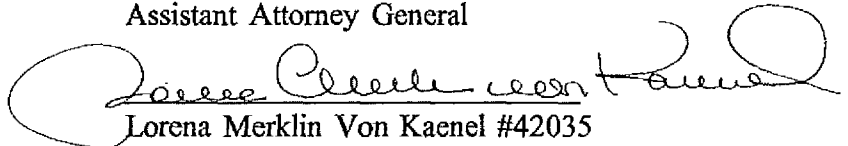
)
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Respectfully Submitted,

JEREMIAH W. (JAY) NIXON
Attorney General of Missouri



Glennon P. Fogarty #42983
Assistant Attorney General



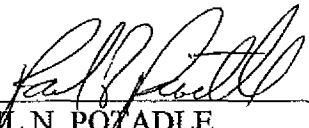
Lorena Merklin Von Kaenel #42035
Assistant Attorney General
Consumer Protection Division
Wainwright State Office Bldg.
111 North 7th Street, Ste 204
St. Louis, MO 63101
PH: (314) 340-6816
FAX: (314) 340-7957

Executed this 21st day of May, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

DON STENBERG
Attorney General of Nebraska

BY:



PAUL N. POTADLE
Assistant Attorney General

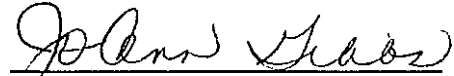
Date: May 18, 1998

1 In the matter of America Online

2 ASSURANCE OF VOLUNTARY COMPLIANCE

3 FRANKIE SUE DEL PAPA
4 Attorney General of Nevada

5 By:



6 JO ANN GIBBS

7 Deputy Attorney General

8 Nevada Bar # 005324

555 E. Washington Avenue, Suite 3900

Las Vegas, Nevada 89101

9 Date:

10 5/21/98

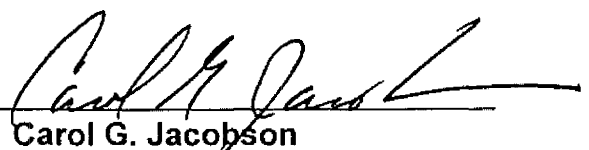
In The Matter of
America Online

ASSURANCE OF VOLUNTARY COMPLIANCE

Executed this 20th day of May, 1998

PETER VERNIERO
ATTORNEY GENERAL OF NEW JERSEY

By: _____


Carol G. Jacobson
Deputy Attorney General

Division of Law
124 Halsey Street - 5th Fl.
P.O. Box 45029
Newark, New Jersey 07101
(973) 648-3453

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

TOM UDALL
Attorney General of the State of New Mexico

BY: V. Ann Strickland
V. ANN STRICKLAND
Assistant Attorney General

DATE: 5/20/98

IN THE MATTER OF

America Online, Inc.

Assurance of Discontinuance

Executed this 21st day of May, 1998.

DENNIS C. VACCO
Attorney General of the
State of New York

SHIRLEY F. SARNA
Assistant Attorney General
in Charge
Bureau of Consumer Frauds
and Protection

By:



ERIC A. WENGER
Assistant Attorney General
in Charge
Internet and Computer Unit

120 Broadway
New York, New York 10271-0332
(212) 416-8433

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

MICHAEL F. EASLEY
Attorney General of North Carolina

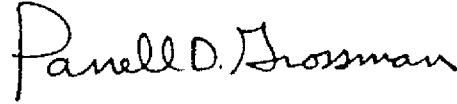
BY: Harriet F. Worley
HARRIET F. WORLEY
Assistant Attorney General

Date: May 22, 1998

In the Matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

State of North Dakota
Heidi Heitkamp
ATTORNEY GENERAL

By:



Parrell D. Grossman
Director
Consumer Protection & Antitrust Div.
State Bar ID No. 04684
State Capitol
600 East Boulevard Avenue
Bismarck, ND 58505-0040

Date: May 19, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

BETTY D. MONTGOMERY
Attorney General of Ohio

BY: Wayne Krzyanovich
WAYNE KRZYANOVICH
Assistant Attorney General

Date: 5/18/98

W.A. DREW EDMONDSON
ATTORNEY GENERAL OF OKLAHOMA

A handwritten signature in cursive script, reading "Jane F. Wheeler", written in dark ink. The signature is fluid and elegant, with a horizontal line extending from the end of the name.

JANE F. WHEELER, OBA #9523
ASSISTANT ATTORNEY GENERAL
DIRECTOR, CONSUMER PROTECTION UNIT
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
(405) 521-4274
(405) 528-1867 (Fax)

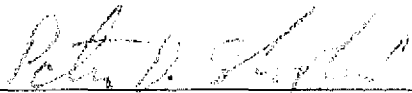
Re: America Online

In the matter of America Online

ASSURANCE OF VOLUNTARY COMPLIANCE

HARDY MYERS
Attorney General of Oregon

BY:


Peter D. Shepherd OSB # 80106
Assistant Attorney General

Date: 5-22-78

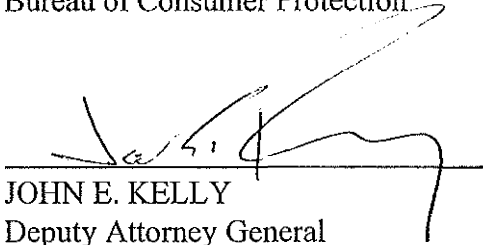
EWFOAFCE

In the Matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

D. MICHAEL FISHER
Attorney General
Commonwealth of Pennsylvania

JOSEPH K. GOLDBERG, Director
Bureau of Consumer Protection

BY:


JOHN E. KELLY
Deputy Attorney General

Office of Attorney General
Bureau of Consumer Protection
132 Kline Village
Harrisburg, PA 17104
(717) 772-3556

Date:

May 26, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

JEFFREY B. PINE
Attorney General of Rhode Island

BY: Christine S. Jabour
CHRISTINE S. JABOUR
Assistant Attorney General

Date: May 22, 1998


In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

CHARLES M. CONDON
Attorney General of South Carolina

TREVA G. ASHWORTH
Deputy Attorney General

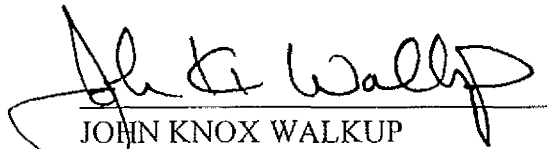
C. HAVIRD JONES, JR.
Senior Assistant Attorney General

P. O. Box 11549
Columbia, SC 29211
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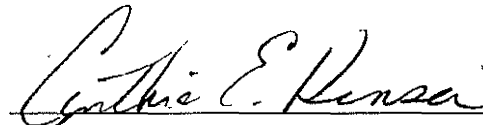
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May 21, 1998

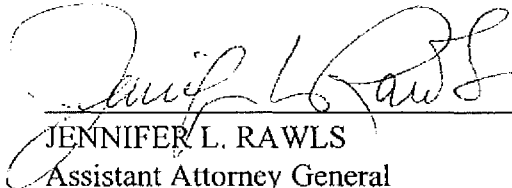
IN RE AMERICA ONLINE, INC.
ASSURANCE OF VOLUNTARY COMPLIANCE



JOHN KNOX WALKUP
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Attorney General and Reporter
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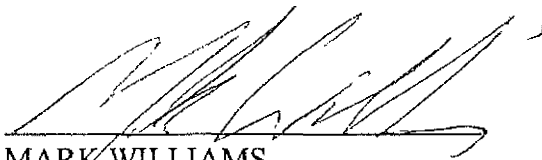


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In the Matter of America Online
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Date: May 22, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

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In the Matter of
America Online


ASSURANCE OF VOLUNTARY COMPLIANCE

Dated: 5/21/98

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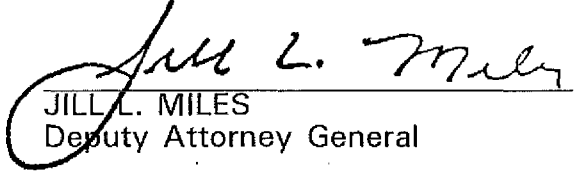
Date: _____

5/21/98

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

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BY:


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Date: May 18, 1998

In the matter of America Online
ASSURANCE OF VOLUNTARY COMPLIANCE

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By: 
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Dated: May 21, 1998