

AT&T U-verse®

legal guide

please retain for your records

- Customer Service Standards
- Terms of Service
- Privacy Policy
- AT&T U-verse® TV Standard Rates
- Home Wiring Protection Terms and Conditions
- 911 Acknowledgement

Get answers **24/7**
att.com/versesupport
or talk live **1.800.288.2020**



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NOTICE TO AT&T U-VERSE TV CUSTOMERS IN ILLINOIS CONCERNING GENERAL CUSTOMER SERVICE STANDARDS

Why is AT&T Providing this Notice to Me?

As an AT&T U-verse TV customer, you are entitled under Illinois Law to receive a description of our general customer service standards for AT&T U-verse TV when your service is first activated and then annually. Our general customer service standards are described below. Thank you for choosing AT&T for your video and entertainment needs.

Customer Service Telephone Numbers and Hours

You can call our customer service office, 24 hours a day, seven days a week, toll-free at 1.800.288.2020. Our trained, knowledgeable and qualified service representatives will be available to respond to your inquiries regarding installation, disconnection, billing, and complaints Monday through Saturday from 7 a.m. to 9 p.m. and Sundays from 8 a.m. to 5 p.m. We will generally connect you with a service representative within 30 seconds. Outside of these times, your call will be answered by a Company representative or an automated response system. Our service representatives will respond on the next business day to inquiries received by telephone or e-mail through our website (att.com/u-verse) after the above hours. We will respond to a written billing inquiry within 10 days of receipt of your inquiry. To check the status of an order regarding your AT&T U-verse TV service, please visit att.com/uverseorderstatus.

You can call our repair office 24 hours a day, seven days a week, also at 1.800.288.2020.

AT&T Employee Identification

All of our service representatives or others who contact customers in person on our behalf will have a visible identification card with their name and photograph and will orally identify themselves upon first contact with you. Our service representatives will identify themselves immediately following the greeting during each telephone contact with you.

Appointment Hours for Installations and Service Calls

The "appointment window" alternatives for installations, service calls, and other installation activities that we provide will be, at a maximum, a four-hour time block during normal business hours. We strive to provide you a two-hour "technician arrival window." If the technician misses that two hour window by more than two hours, we will provide you an automatic credit of \$25. We may schedule service calls and other installation activities outside of normal business hours for your express convenience. We will not cancel an appointment with you after 5 p.m. on the business day before the scheduled appointment. If our representative is running late for an appointment with you and will not be able to keep the appointment as scheduled, we will try to contact you. We will reschedule the appointment, as necessary, at an available time which is convenient for you, even if the rescheduled appointment is not within normal business hours.

Estimated Costs for Installations and Service

Our service representatives or others who contact customers on our behalf will state the estimated cost of service or repair orally, before delivery of the service or before work is performed. We will also provide you with an oral statement of the total charges before terminating a telephone call or other contact in which you order service, whether in-person or electronically if you order on the Internet, and we will provide a written statement of the total charges before leaving the location at which the work was performed. If the charge for the service is a promotional price or is for a limited period of time, we also will disclose the charge for the service at the end of the promotion or limited period of time.

Installation Intervals

We will be able to perform standard installations within 7 business days after the order has been placed.

Service and Repair Intervals

We will provide reasonably efficient service, promptly make repairs, and interrupt service only as necessary for good cause, during periods of minimum use of the system and for no more than 24 hours. We will provide clear visual and audio reception that meets or exceeds applicable Federal Communications Commission technical standards. If you experience poor video or audio reception due to our equipment, we will promptly repair the problem at our expense.

Excluding conditions beyond our control, we will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption is reported by you or becomes known to us. "Service interruption" means the loss of picture or sound on one or more service or channel. We will begin to correct other service problems the next business day after learning of the service problem and correct the problem within 48 hours after it is reported by you.

If we receive notice that an unsafe condition exists with respect to our equipment, we will investigate such conditions immediately, and will take necessary measures to remove or eliminate the unsafe condition. We will also notify your local unit of government promptly, but no later than two hours after notification of an unsafe condition that we have not remedied.

AT&T U-verse TV Use Instructions, Services, Programming, and Rates

Your Welcome Kit includes a features guide that explains how to use AT&T U-verse TV. Additional copies of the features guide are available online or upon request.

This guide also includes a list of the AT&T U-verse TV services that we offer today and a description of the programming and rates for those services for all levels of service. We suggest that you also check our website at att.com/u-verse to learn more about AT&T U-verse TV and the services available.

Our rate structure for video service is uniform throughout the local unit of government in which you live. We offer our lowest-cost basic video service on a stand-alone basis and do not require the subscription to any other service.

Our rates for each level of service we offer, our terms of service, and our policies related to AT&T U-verse TV are available to the public, upon request, and are displayed clearly and conspicuously on our website at att.com/u-verse.

Use and Availability of Parental Control or Lock-Out Device

As part of AT&T U-verse TV service and at no additional cost, you can block any program or channel carrying programming that you do not deem appropriate for all members of your household. Instructions for use are available in the features guide.

Services for Customers with Disabilities

We will not discriminate in providing services to the hearing or visually impaired and will comply with the accessibility requirements of 47 U.S.C. 613. We will provide use of a converter or remote control unit to mobility impaired customers. We will also deliver converters and other necessary equipment to the homes of customers with disabilities and provide a pre-paid shipping label and packaging for return of equipment upon cancellation of service.

Notice of Deletion or Changes of Programming Service, or Changes or Increases in Rates

We will provide you with a minimum of 30 days' written notice before increasing our rates or eliminating transmission of programming and will also submit that notice to your local unit of government before distributing that notice to you. However, if the elimination of transmission of programming was outside our control, we will use reasonable efforts to provide as much notice as possible. Any rate decrease related to the elimination of transmission or programming will be applied as of the date of the change.

Other Charges

We will not charge you for any service or equipment that you have not affirmatively requested.

Any charges we impose for changes in your selection of services or equipment will be based on the cost of such changes and shall not exceed nominal amounts when our system's configuration permits changes in service tier selection to be made solely by coded entry on a computer terminal or by other similarly simple methods.

Deposits and Credits

We may require you to make deposits or advance payments for AT&T U-verse TV service, which we may use to satisfy your initial bill for service, to offset against any unpaid balance on your account, or as otherwise permitted by law. We will not pay interest on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that your initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. As required by law or if we determine that you have a satisfactory payment history, we may begin refunding of the deposit or advance payment through bill credits or cash payments.

Customer Credits

Under the Illinois Law you are entitled to receive credits if we fail to meet certain customer service standards. You are under no obligation to request the credit. Such credits will appear on the bill issued to you in the billing cycle following the discovery of our failure to meet the service standard. If you are no longer a customer at that time, we will provide you with a check for the credit amount within 30 days after your service has terminated. Here is a list of the possible service standard violations and the credit associated with each violation:

- Failure to provide notice of customer service standards upon initiation of service: \$25.00.
- Failure to install service within 7 days: Waiver of 50% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater.
- Failure to install service within 14 days: Waiver of 100% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater.
- Failure to remedy service interruptions or poor video or audio service quality within 48 hours: Pro-rata credit of total regular monthly charges equal to the number of days of the service interruption.
- Failure to keep an appointment or to notify the customer prior to the close of business on the business day prior to the scheduled appointment: \$25.00.
- Violation of privacy protections: \$150.00.
- Violation of customer service and billing standards: \$25.00 per occurrence.
- Violation of the service bundling rules: \$25.00 per month.

Paying Your Bill

We will send you a bill for your AT&T U-verse TV service each month that is clear, accurate and understandable. To pay your bill you should send payment to the address indicated on your bill. If you submit a billing question to us in writing, we will respond to that request within 10 days after we receive it.

You have 28 days from the date of the bill to make payment. If you send your payment to us by U.S. mail, the payment must be postmarked by the 28th day to be timely.

If you don't pay your bill on time, we may assess a late payment charge as of the 29th day after the date of the bill. If you pay your bill by check and the check is returned by the bank because of insufficient funds, we will impose a charge for each returned check. If you pay only part of your bill on time, we may assess a late payment charge on the unpaid amount.

Cancellation of Service

You have 60 days after you subscribe to AT&T U-verse TV service, or after you upgrade your service plan, to cancel that service (or upgrade) without penalty. You will receive a pro-rata credit in an amount equal to the pro-rata charge for the remaining days of service being cancelled. You will be liable for the charges incurred for the portion of the 60-day period before you cancelled the service (or upgrade), including any Pay Per View or premium service charges. You also may be charged a fee to offset any rebate or credit you received when you subscribed to the service or upgrade.

At any time, if you ask us to cancel your service, we will stop charging you for the service within one business day after receiving your request or, if you give us at least five days' notice, we will stop charging you as of the cancellation date that you specify. You will be liable, however, for any charges, including Pay Per View or premium service charges, incurred during the period before you cancelled the service.

No AT&T U-verse TV service contract will be for a term longer than two years. If your video service plan includes an early termination fee, and you cancel that service more than 60 days after subscribing, we may charge you a termination fee of no more than the value of any additional goods or services provided with your AT&T U-verse TV service, the amount of the discount reflected in the price you received for the service while you were a subscriber, or a fee that goes down over the term of your contract.

You must return our equipment to us upon cancellation or disconnection of service. We will provide you a pre-paid shipping label and packaging for return of equipment upon cancellation.

If you cancel your service, we will issue any credit we owe you, or return any deposit you provided, within 10 business days after the close of the next full billing cycle following your cancellation request or your return of AT&T U-verse TV equipment, whichever is later.

Involuntary Service Disconnection

We may disconnect your AT&T U-verse TV service if you do not pay your bill by the date specified in a disconnection notice, if you pay with a check for which there are insufficient funds, if you have abused our equipment or personnel, if you have stolen service, or if you engage in other similar actions.

We will disconnect your service for nonpayment of charges only after sending you, via U.S. mail, a notice of the impending termination at least 21 days in advance. Notice of proposed termination will not be mailed until at least the 29th day after the date of the bill for services. If your service is disconnected for non-payment, it will be reconnected only after you pay the full amount owed, plus a reconnection charge. If your service is disconnected without good cause, your service will be restored without payment of a reconnection charge.

The disconnection notice will include your name and address, the amount your account is past due, and the date by which you must pay that amount to avoid disconnection of your service. The notice also will include a telephone number you can use to make payment arrangements and to learn about charges you will incur, once your service is disconnected, if you fail to return our equipment or if you want your service reconnected.

We can only disconnect your service on days when you can contact our service representatives at the telephone number provided in the disconnection notice.

Informal Complaints and Bill Dispute Resolution

If you have a complaint regarding your bill, service quality, privacy protections, or other issues involving your AT&T U-verse TV, please contact our customer service office at 1.800.288.2020.

Our customer service representatives are able to provide credit, waive fees, schedule appointments, and change billing cycles. Any difficulties that cannot be resolved by the customer service representatives will be referred to a supervisor, who will make best efforts to resolve the issue immediately. If the supervisor does not resolve the issue to your satisfaction, the supervisor will provide you with information about our written informal complaint procedures and other rights and remedies available to you. If this informal process does not resolve your issue, you or your local unit of government may request nonbinding mediation with us, with each party to bear its own costs of such mediation. Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge you for their services.

Rights and Remedies if AT&T Materially Fails to Meet These Customer Standards

If you do not believe the informal complaint process produces a satisfactory result or if you believe that we have substantially failed to meet these customer service standards, you may ask either the local unit of government in which you reside and receive video service, or the Illinois Attorney General, to investigate and bring an enforcement action against us, if appropriate. You may also pursue alleged violations of these general customer service standards in a court of competent jurisdiction.

AT&T U-VERSE® VOICE AND TV GENERAL TERMS OF SERVICE

1. GENERAL AGREEMENT

The following Terms of Service (referred to as "TOS") are between you, the customer, and one of the following AT&T companies, depending upon your service address: Southwestern Bell Telephone Company, Pacific Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company, or BellSouth Telecommunications, Inc. (each individually and collectively referred to as "AT&T"). The TOS constitute a legal document that details your rights and obligations as a purchaser of AT&T U-verse Voice service and/or AT&T U-verse TV service (individually and collectively referred to as "Services"). If you purchase AT&T U-verse Voice service, your TOS include the General Terms of Service set forth herein, and the attached Schedule 1. If you purchase AT&T U-verse TV service, your TOS include the General Terms of Service set forth herein. Your TOS also include the Acceptance Form For Terms Of Service For Purchase And Use Of AT&T U-verse Voice And/Or AT&T U-verse TV provided to you when Services are installed. Your TOS will continue to apply to your U-verse Services when they are transferred from one location to another.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

You must accept these TOS as a condition of receiving the Services. For purposes of these TOS, "you" and "your" refer to the person purchasing the Services. "We," "our," "us," refer to AT&T.

AT&T will comply with all applicable federal, state and local laws, to the extent that such laws apply to AT&T and its obligations under the TOS. If there is any conflict between the TOS and such applicable law, such applicable law controls. These conflicts could include, but are not limited to, fees and charges for service, billing and payments, notices, and your rights and remedies.

Legal Authority. You must be at least 18 years of age to purchase the Services as an individual or to accept these TOS as an authorized representative for the person or entity who purchases the Services. By accepting these TOS, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting these TOS, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS; and you are also confirming that these TOS constitute a valid and binding obligation of yours. All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with these TOS.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in these TOS, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the AT&T U-verse web site, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling AT&T at 1-800-ATT-2020 for further directions.

Updates. These TOS may be updated or changed from time to time. You can review the most current version of these TOS at any time at: uverse.att.com. If AT&T makes a change to these TOS and that change has a material impact on the Services, you will be provided notice of that change. Your continued use of the Services following such notice constitutes your acceptance of those changes.

Special Arrangements. Some customers may receive the Services through a special arrangement with their property owner or manager. If you have such an arrangement, these TOS shall apply to the Services, except that AT&T may not directly charge you for Services (including Equipment) provided to you as part of the special arrangement, and the Equipment return provisions may not apply to you even though Equipment remains AT&T-owned. You will be responsible for fees and charges associated with additional Service orders. You may have an additional agreement or contract with your property owner or manager that covers any applicable special arrangement. Any such additional agreement or contract is outside these TOS and AT&T is not responsible for nor bound by the terms of any agreement you may have with your property owner or manager. If the special arrangement with your property owner or manager terminates, you may have the option to continue receiving Service under standard billing terms and these TOS.

2. ACCEPTABLE USE AND PRIVACY POLICIES

Use of the Services is subject to the **AT&T Acceptable Use Policy** (available at support.sbcglobal.net/legal/aup), which is incorporated herein by reference. Once you have purchased the Services you will have an account with AT&T ("AT&T Account"). Your AT&T Account will include information applicable to the Services including but not limited to billing information and charges related to the Services (whether recurring or one-time). If you have, or later obtain, an AT&T Access ID, you are subject to the **AT&T Access ID Terms and Conditions** (available at www.att.com/accessidterms), which are incorporated herein by reference. The **AT&T Privacy Policy**, which is incorporated herein by reference and is available online at uverse.att.com, addresses AT&T's use of account information and other information specific to your use of AT&T U-verse Services.

3. INSTALLATION/SERVICE

You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations AT&T deems appropriate for the work to be performed.

You acknowledge that AT&T may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

4. FEES AND CHARGES

Agreement to Pay. You agree to pay all fees and charges for the Services associated with your AT&T Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, AT&T may pay taxes, fees, and surcharges to municipalities and other governmental entities, which AT&T may pass on to you.

Late Payment Charge and Dishonored Check or Other Instrument Fee. If the entire amount of payment due is not received by the payment due date, a late payment charge will be charged to you. AT&T may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse AT&T for all costs and expenses incurred to recover sums due, including the fees of any collection agency, attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason.

Changes to Fees & Charges. If you signed up for Services for a specified term, you agree that if you cancel your plan before the end of the term, you will pay any applicable early termination fee. At the conclusion of your term, AT&T will automatically begin charging the applicable month-to-month fee. If you purchased the Services as part of a bundled offering with one or more other products and are receiving a discount based upon that bundled offering, your discount may cease and you may be billed the standard monthly rate for the Services if you change or disconnect one or more of the services in the applicable bundle. AT&T may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges.

5. BILLING AND PAYMENTS

Credit Card Authorization. You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Services. You hereby authorize AT&T to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that these TOS are to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full.

You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this TOS, you acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card.

If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan.

Advance Payments, Deposits, Fees and Limits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in these TOS or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by AT&T. Based on your creditworthiness, a non-refundable fee may be required to establish service and we may require you to enroll in an automatic payment or electronic funds transfer plan. We may establish additional limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due.

Payment Cycle and Cancellation. Billing for the Services commences when AT&T has provisioned the Services. Recurring charges for each month's Services will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination you will be charged for the pro-rated number of days for which you had Services in that billing cycle and, if applicable, you will receive a credit for any balance of payments for Services billed in advance. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

Method of Billing/Payment. Fees and charges for the Services will be billed to your AT&T Account. You will receive an online bill for the Service, unless you specifically notify us that you want to receive a paper bill for the Services (at 1-800-ATT-2020). You must register online to establish a personal AT&T My U-verse Account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal AT&T My U-verse Account (username and password required). You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen password. If you forgot your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

Bill Inquiries and Refunds. If you believe you have been billed in error for the Services, please notify us within sixty (60) days of the billing date by contacting Customer Service (1-800-ATT-2020). AT&T will not issue refunds or credits after the expiration of this sixty-day period, except where required by law or regulation.

Promotions and Contingent Benefits. You may receive or be eligible for certain discounts, features, promotions, and other benefits associated with your purchase of the Services as offered to you in marketing and informational materials, on the AT&T U-verse web site, or in other materials ("Benefits"). Any and all such Benefits are provided to you so long as you continue to meet qualification requirements; provided, however, such Benefits may be modified or terminated at any time as set forth in these TOS or if you change your Services after installation. Unless otherwise set forth in Benefits materials, standard monthly rates will be charged at the conclusion of the Benefits period or when you no longer qualify for the Benefits.

6. EQUIPMENT

Equipment may be new or fully inspected and tested. Depending on your service address, your Services will include one of the following Equipment configurations:

- a. A Residential Gateway ("RG") located inside your premises, and certain service specific equipment set forth in Schedule 1 that is required for the Services to function (the RG and service-specific equipment herein collectively referred to as "Equipment"). If you do not purchase the Equipment from AT&T, you agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental fees may be included in your monthly charge for the Services or be charged separately. Rental/purchase options depend on the AT&T U-verse Services you order and installation options you choose. The Equipment requires electrical power from your premises to operate, which you are responsible for providing.
- b. If you have an RG inside your premises, you may also have an Optical Network Terminal ("ONT"), which is a box typically located on the side of your house or in your garage, where AT&T's fiber network terminates. The ONT also requires electrical power from your home to operate, which you are responsible for providing. AT&T installs an initial power supply box for the ONT when the first resident at a premises orders AT&T services. The ONT power supply box converts the AC power in your home to the DC power required by the ONT.
- c. If you do not have an RG located inside your premises, your service is provided by an Intelligent Network Interface Device ("iNID") and certain service specific equipment set forth in Schedule 1 that is required for the Services to function (the iNID and certain service-specific equipment therein collectively referred to "Equipment"). If you do not purchase the Equipment from AT&T, you agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental fees may be included in your monthly charge for the Services or be charged separately. Rental/purchase options depend on the AT&T U-verse Services you order and the installation options you choose. The iNID includes three components: (1) a unit typically located on the outside of your premises or in your garage where AT&T's network terminates (the outside unit); (2) a home networking hub, which provides wireless networking capability and is located inside your premises, (the inside unit); and, (3) a power supply unit, typically located in a sheltered area either inside your premises or in an attached structure. You are responsible for providing the electrical power for the iNID.

Backup Battery for RG. AT&T provides an initial RG battery backup unit, with an initial backup battery, for purchasers of AT&T U-verse Voice service. See Schedule 1, section IV, for more information on Power Outages and Backup Batteries.

Backup Battery for ONT. If there is an ONT at your premises and you are the first resident at the premises to order AT&T services, AT&T provides the initial backup battery for the ONT power supply box to you at no additional charge when your first AT&T service is installed. If a prior resident of the premises was the first resident to order AT&T services, you are responsible for determining whether a replacement battery for the existing ONT power supply box is needed and, if one is needed, for purchasing it. You hereby agree to be solely responsible for determining when the backup battery requires replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries.

Backup Battery for iNID. If there is an iNID at your premises, AT&T provides an initial backup battery for purchasers of AT&T U-verse Voice service. See Schedule 1, section IV, for more information on Power Outages and Backup Batteries.

AT&T reserves the right to manage the Equipment during the time you are an AT&T U-verse customer and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. AT&T will repair or replace damaged Equipment as AT&T deems necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network).

Return of Equipment. Upon termination of the Services, for whatever reason, you must return the Equipment, undamaged, within twenty one (21) calendar days to AT&T. If the Equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged for the value of the Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period. If the Equipment is returned within ninety (90) days of termination, any fees charged for the Equipment will be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than ninety (90) days after termination.

AT&T will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, including the initial battery backup units provided to AT&T U-verse customers.

7. INDEMNITY

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, directors, officers, agents, and employees harmless from any claim, demand, action, citation, or legal proceeding, including, but not limited to, those arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, or for reasonable attorneys' fees (except as provided in paragraph 11(e) below), made by any party against AT&T, its subsidiaries, affiliates, directors, officers, agents, and employees arising out of or related to your use of or inability to use the Services, your connection to the Services, the provisioning or alleged failure to provision the Services, a violation of any provision of this TOS, or your violation of any rights of another.

8. INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE

Service may be temporarily interrupted or otherwise limited for a variety of reasons; some beyond the control of AT&T. AT&T reserves the right to refuse credit allowances for interruptions of Service. AT&T also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability. You acknowledge that AT&T may establish general practices and limits concerning use of the Services, including without limitation, the limits set forth in the attached Schedule 1.

IP Network Interruptions. You acknowledge and understand that the Services will not function in the event of an IP network interruption.

9. ACCOUNT SECURITY

Customer Duty. You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your AT&T Account, password, user ID, or IP address. You agree to: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your AT&T Account, password, user ID, or any credit or charge card number provided to AT&T by calling 1- 800-ATT-2020; (b) ensure you exit from your account as applicable at the end of each session; and (c) periodically change your password.

Account Access. You authorize AT&T to provide information about and to make changes to your AT&T Account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

Assumption of Risk. There is a risk that other users may attempt to access your Services, such as through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

Theft of AT&T Equipment or Service. You agree to notify AT&T immediately, in writing or by calling the AT&T customer support line, if the Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide your AT&T Account number and a detailed description of the circumstances of the Equipment theft, including documentation of theft (e.g., a copy of a police report) or stolen or fraudulent use of the Services. You will be responsible for all charges incurred on your AT&T Account until you report the theft or fraudulent use of the Services. You will be responsible for stolen Equipment, however, AT&T may in its sole discretion waive or reduce charges for stolen Equipment upon submission of documentation of theft or other circumstances. Failure to provide notice to AT&T of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

10. SUSPENSION AND TERMINATION

Suspension/Termination by AT&T. Your Services may be suspended or terminated if your payment is past due. AT&T may also suspend or terminate your Services if it is determined that there is previously unpaid, undisputed and outstanding debt for U-verse service. Such suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While your Services are suspended you will not receive automatic credit balances (if any are due) and billing will continue for your monthly charges, and any applicable promotional offers may be discontinued and revoked as determined solely by AT&T. You will be charged a fee to restore your Service from suspension. In addition, AT&T may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that AT&T believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TOS, or any applicable policies or guidelines (including the Acceptable Use Policy), and AT&T may refer such use to law enforcement authorities without notice to you. Termination or suspension by AT&T of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

Contacts to Terminate Service. You may terminate the Services at any time by calling 1-800-ATT-2020. You must pay service fees and other charges incurred through the termination date, including any early termination fees that apply. If you rent your Equipment, you may also be charged the value of any Equipment that is not returned in accordance with Section 6.

11. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling AT&T at 1-800-288-2020. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement:

- a. AT&T and you agree to arbitrate all disputes and claims between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

References to "AT&T", "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND AT&T ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: AT&T Internet Services - Legal Department, 208 S. Akard, Room 3100.04, Dallas, Texas 75202 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

You may download or copy a form Notice and a form to initiate arbitration from here: www.att.com/residentialarbitration.

c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

e. The right to attorneys' fees and expenses discussed in paragraph (d) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

g. Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

12. SOFTWARE

The Services use and include certain software and/or firmware (the "Software"). Some Software resides on the Equipment.

End User License Agreement. If you downloaded or installed Software, your use of that Software is subject to the End User License Agreement that accompanied that Software. With regard to any Software (including Software upgrades, changes, or supplements) which is not accompanied by an End User License Agreement, AT&T, or its applicable third party licensors, grants you a limited, personal, non-transferable, and non-exclusive right and license to use the object code of its Software on the Equipment; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or structure, sequence and organization of, sell, assign, sublicense, distribute, rent, lease, grant a security interest in, or otherwise transfer any right in the Software. You acknowledge that this license is not a sale of intellectual property and that AT&T or its third party licensors, providers or suppliers continue to own all right, title and interest to the Software and related documentation. The Software is protected by the copyright laws of the United States and international copyright treaties.

Export Limits. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.

Restricted Rights. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at 48 CFR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 and in similar clauses in the NASA FAR Supplement.

NOTICE ABOUT AUTOMATIC SOFTWARE UPGRADES. AT&T, or its applicable third party licensors may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand and agree that AT&T, or the applicable third party licensor, have the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on the Equipment at any time. Although unlikely, Software upgrades, updates, or supplements could reset your Equipment and erase saved preferences and stored content.

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT&T EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. AT&T MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) THE SERVICES WILL NOT CONFLICT OR INTERFERE WITH OTHER SERVICES FROM AT&T OR THIRD PARTIES THAT YOU RECEIVE AT YOUR PREMISES.
3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TOS.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, UNLESS PROHIBITED BY LAW, AT&T SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF REVENUE OR PROFITS, BUSINESS OR GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) USE OF THE SERVICES (WHICH INCLUDES EQUIPMENT, SOFTWARE, AND INSIDE OR OUTSIDE WIRING), (b) THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, (c) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF THE SERVICES, EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF AN AT&T INSTALLER, TECHNICIAN, OR OTHER REPRESENTATIVE, AND/OR (d) ANY INABILITY TO REACH 911 EMERGENCY SERVICES, ANY ALLEGED INTERFERENCE WITH ALARM OR MEDICAL MONITORING SIGNALS, OR ANY FAILURE OF ALARM OR MEDICAL MONITORING SIGNALS TO REACH THEIR INTENDED MONITORING STATIONS ALLEGEDLY AS A RESULT OF THE SERVICES.

IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH AT&T IN CONNECTION WITH THE SERVICE IS A REFUND NOT TO EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.

15. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 14 MAY NOT APPLY TO YOU.

16. NOTICE

Unless otherwise specified in these TOS, notices to you may be made via email, regular mail, posting online at uverse.att.com, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number. In addition, if you purchase AT&T U-verse TV service, AT&T may also provide notices of changes to these TOS or other matters by displaying notices on AT&T U-verse TV. It is your responsibility to check for such notices.

Unless otherwise specified in these TOS, notices by you to AT&T must be given by calling 1-800-ATT-2020 and such notices are effective as of the date that our records show we received your call; LEGAL NOTICES must be given by letter delivered by first class U.S. mail to AT&T, PO Box 204089, Austin, TX 78720-4089.

17. INTELLECTUAL PROPERTY

All portions of the Services and Equipment and any firmware or software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on related web site(s) are the property of AT&T or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of AT&T or third-party providers are and shall remain the exclusive property of AT&T or third-party providers, and nothing in this Agreement shall grant you the right or license to use such Marks.

18. CREDIT REPORTING AUTHORIZATION

As permitted under applicable laws and without limitation to other rights provided in these TOS or other applicable policies, you authorize AT&T to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with AT&T's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under these TOS, AT&T may report your failure to a credit reporting agency.

19. ASSIGNMENT

AT&T may assign these TOS and its rights and obligations pertaining to the provision of the Services, or parts thereof, to a parent or affiliated company without notice to you. You may not assign these TOS or your rights or obligations pertaining to the Services or any parts thereof without the written consent of AT&T.

20. MISCELLANEOUS PROVISIONS

1. These TOS do not provide any third party with a remedy, claim, or right of reimbursement.
2. These TOS, any policies, guidelines, or other documents referenced herein, the provisions set forth in any marketing and informational materials or promotional offers for the Services, and the terms and conditions posted on the AT&T U-verse web site constitute the entire agreement between AT&T and you and supersede any prior agreements between you or AT&T with respect to the subject matter of these TOS.
3. These TOS and the relationship between you and AT&T will be governed by the law of the state of your billing address except to the extent such law is preempted by or inconsistent with applicable Federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable Federal law.
4. The failure of AT&T to exercise or enforce any right or provision of these TOS will not constitute a waiver of such right or provision.
5. If any provision of these TOS is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of these TOS shall remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.
6. To the fullest extent permitted by law, you and AT&T agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.
7. The section titles and paragraph headings in these TOS are for convenience only and have no legal or contractual effect.

SCHEDULE 1 AT&T U-VERSE VOICE

I. Service Description

AT&T U-verse Voice is a residential enhanced voice communication service that converts voice communications into Internet Protocol (IP) packets that are carried over AT&T's IP network. It may be generically referred to as "voice over IP" or "VoIP." The Service includes direct-dialed calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, all of which AT&T, in its sole discretion, may add, modify, or delete from time to time. The Service also includes a telephone number or numbers that will be included in AT&T printed directories and/or directory assistance databases, and options, available at additional costs, to have numbers withheld from AT&T printed directories and/or directory assistance databases. The Service is not available for business use. It is not mobile or nomadic and will function only in your home.

When you accept these TOS, you become the main account holder for each telephone number assigned to the AT&T U-verse Voice service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently. These TOS apply to all such telephone numbers, and to the Service and the plans, features, and functionalities associated with the Service, for both the main account and all sub accounts. You will be asked to choose a unique name for the main account (your main account ID).

Sub accounts. You may create up to ten sub accounts under your main account, for others in your household (each subaccount will have a separate password and ID). Main account holders are responsible for all activity on their main account and on any and all sub accounts. Violations of these TOS in a main account or in a sub account can result in suspension or termination of the main account and all associated sub accounts. Call histories (call logs for outgoing, answered and missed calls) for each telephone number are accessible in the main account and in each sub account created under the telephone number. Main account holders can reset sub account passwords and IDs by contacting Customer Service and can delete and recreate sub accounts. You agree to advise all sub account holders that the main account holder can have access to all aspects of their sub account, including, but not limited to, feature settings, voice mail messages, and address books. All sub account holders can therefore have no expectation of privacy vis-à-vis the main account holder with regard to any aspect of the sub account.

II. Billing And Payments

For AT&T U-verse Voice service, non-recurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance (411 or xxx-555-1212), call trace, and overage minutes associated with defined minutes-of-use plans (e.g. U-verse Voice 500 plan). Partial minutes are rounded up for per-minute usage charges.

III. Service-Specific Equipment

AT&T U-verse Voice service requires a regular touchtone landline telephone, which you must supply and which must be connected to the RG or iNID, either directly or through your home's inside wiring. (Rotary and pulse phones will not work). The RG or iNID will support up to two U-verse Voice lines (telephone numbers used for inbound and outbound calling).

You agree that neither you nor a third party will move Equipment used for AT&T U-verse Voice service within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T U-verse Voice service is not designed to be nomadic and will not function properly if the RG is moved or altered by a non-AT&T employee. If you require the RG to be moved, you must contact AT&T. Failure to do so may result in a failure of the Service and/or in AT&T's termination of your Service.

IV. Interruptions, Limitations, And Modifications to Service

Since voice over IP is dependent on the IP network, the availability of an adequate power supply, and correct Equipment configuration, AT&T does not guarantee that AT&T U-verse Voice service will be continuous or error-free. You acknowledge and understand that AT&T cannot guarantee that voice over IP communication is completely secure.

You also acknowledge that AT&T may establish general practices and limits concerning use of the AT&T U-verse Voice service, including without limiting other limitations set forth in these TOS or otherwise, AT&T U-verse Voice service cannot be used to make or receive operator-assisted collect or third-party billing calls, nor can AT&T U-verse Voice service be used to make 900/976 calls; certain N11 services (211, 311, 511); area code 500, 700, and 710 calls; 10-10-XXX dial-around calls; or international operator or directory assistance calls.

AT&T also limits the maximum number of days that messages will be retained; the maximum number messages that will be retained by the Service; the maximum size of any message; and the maximum disk space that will be allotted on AT&T's servers on your behalf. You agree that AT&T will have no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of communications over the AT&T U-verse Voice service, or for other content maintained or transmitted by AT&T U-verse Voice service. You acknowledge that AT&T reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You further acknowledge that AT&T reserves the right to change these general practices and limits at any time without advance notice.

If you also purchase AT&T U-verse TV call history information for all missed and answered calls can be displayed on your TV screen and cannot be PIN protected. Call history for dialed calls cannot be displayed on your TV screen. Also, Caller ID information may be displayed on your TV screen at the time you purchase AT&T U-verse Voice and AT&T U-verse TV or in later iterations of the Services.

Power Outages and Backup Batteries. YOU ACKNOWLEDGE AND UNDERSTAND THAT AT&T U-VERSE VOICE REQUIRES ELECTRICAL POWER TO FUNCTION AND THAT YOU THEREFORE MUST AT ALL TIMES MAINTAIN A WORKING BACKUP BATTERY FOR YOUR INID, RG AND YOUR ONT (IF YOU HAVE ONE). YOU ACKNOWLEDGE AND UNDERSTAND THAT IT WILL TAKE APPROXIMATELY 18 HOURS TO CHARGE AN INITIAL BACKUP BATTERY AFTER U-VERSE VOICE IS INSTALLED AND/OR AFTER A REPLACEMENT BATTERY IS INSTALLED. YOU ACKNOWLEDGE AND UNDERSTAND THAT TO CONSERVE BATTERY POWER DURING A POWER OUTAGE, YOU SHOULD NOT ATTEMPT TO USE THE BACKUP BATTERIES FOR ANY PURPOSE OTHER THAN TO POWER YOUR U-VERSE VOICE SERVICE (OR TO POWER YOUR INTERNET CONNECTION, FOR THE PURPOSE OF POWERING YOUR HOME ALARM, IF YOU HAVE AN IP-BASED HOME ALARM THAT USES AT&T U-VERSE HIGH SPEED INTERNET). YOU ACKNOWLEDGE AND UNDERSTAND THAT THE BACKUP BATTERIES INITIALLY SUPPLIED BY AT&T DO NOT PROVIDE POWER FOR CORDLESS PHONES AND THAT, IF YOU ARE USING A CORDLESS PHONE WITH YOUR AT&T U-VERSE VOICE SERVICE, A SEPARATE BACKUP BATTERY OR OTHER POWER SOURCE MAY BE REQUIRED IF THERE IS A POWER OUTAGE. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHEN THE INID, RG AND ONT BACKUP BATTERIES REQUIRE REPLACEMENT AND FOR REPLACING AND RECYCLING USED BATTERIES IN ACCORDANCE WITH MANUFACTURER OR VENDOR DIRECTIONS. YOU ALSO ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING BACKUP BATTERIES OR OTHER SOURCES OF POWER FOR ANY CORDLESS PHONES YOU USE WITH YOUR U-VERSE VOICE SERVICE.

V. AT&T U-verse Voice 911 Limitations

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 SERVICE OVER AT&T U-VERSE VOICE SERVICE AND THE DISTINCTIONS BETWEEN 911 SERVICE OVER AT&T U-VERSE VOICE SERVICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER AT&T U-VERSE VOICE SERVICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

AT&T MAKES NO WARRANTY THAT AT&T U-VERSE VOICE SERVICE FOR ACCESS TO 911 WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES.

911 SERVICE OVER AT&T U-VERSE VOICE SERVICE IS ONLY AVAILABLE AT YOUR SERVICE ADDRESS, WHILE CONNECTED TO A PROPERLY POWERED INID, OR RG (AND A PROPERLY POWERED ONT, IF APPLICABLE) AND AFTER AT&T U-VERSE VOICE HAS BEEN ACTIVATED.

911 SERVICE OVER AT&T U-VERSE VOICE SERVICE WILL NOT FUNCTION IF YOUR INID OR RG FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR AT&T U-VERSE VOICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE (UNLESS YOU HAVE WORKING BACK-UP BATTERY POWER), NETWORK OUTAGE, OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICES, INCLUDING USE FOR 911 CALLING. YOU ACKNOWLEDGE THAT AT&T STRONGLY RECOMMENDS YOU MAINTAIN AT ALL TIMES AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES, SUCH AS VIA CELLULAR TELEPHONE SERVICE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT AT&T WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR AT&T U-VERSE VOICE SERVICE OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE 911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT AND/OR THE CHARACTERISTICS, LIMITATIONS, AND/OR FAILURE OF THE 911 NETWORK ITSELF.

WITHOUT LIMITING ANY PROVISIONS OF THE TOS, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AT&T, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AT&T U-VERSE VOICE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), LIABILITIES, DAMAGES, FINES, PENALTIES, DEMANDS, ACTIONS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF THE AT&T U-VERSE VOICE SERVICE, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION CLAIMS RELATED TO 911 DIALING, ARISING FROM OR IN CONNECTION WITH ANY FAILURE OR OUTAGE OF AT&T U-VERSE VOICE SERVICE OR ANY FAILURE OR OUTAGE OF THE 911 NETWORK ITSELF.

VI. Home Alarm and Other Device Compatibility

AT&T MAKES NO WARRANTY THAT (I) AT&T U-VERSE VOICE SERVICE USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (II) THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARM(S), MONITORED FIRE ALARM(S), OR MEDICAL MONITORING SYSTEM(S) OR DEVICE(S), OR (III) BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES.

Potential Incompatibility with Monitored Fire Burglar Alarm, Monitored Fire Alarm, and Medical Monitoring Systems, and Other Devices. MONITORED FIRE ALARM AND BURGLAR ALARM SYSTEMS AND MEDICAL MONITORING DEVICES MAY NOT BE COMPATIBLE WITH AT&T U-VERSE VOICE SERVICE.

IF YOU HAVE OR PURCHASE A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM OR A MEDICAL MONITORING DEVICE THAT YOU INTEND TO USE WITH AT&T U-VERSE VOICE AS THE COMMUNICATIONS PATHWAY, YOU AGREE TO CONTACT YOUR PROVIDER FOR THOSE SYSTEMS/ DEVICES TO DETERMINE COMPATIBILITY WITH AT&T U-VERSE VOICE SERVICE AND TO ARRANGE FOR YOUR PROVIDER TO TEST SUCH SYSTEMS/DEVICES AFTER INSTALLATION OF AT&T U-VERSE VOICE SERVICE. YOU ALSO ACKNOWLEDGE AND UNDERSTAND THAT EVEN IF SUCH SYSTEMS AND DEVICES ARE COMPATIBLE WITH AT&T U-VERSE VOICE SERVICE, THEY WILL NOT BE ABLE TO COMMUNICATE WITH MONITORING STATIONS DURING A POWER OUTAGE UNLESS YOU MAINTAIN BATTERY BACKUP POWER FOR AT&T U-VERSE VOICE AS DESCRIBED IN THESE TOS. IF YOU PURCHASE A MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM AFTER U-VERSE VOICE HAS BEEN INSTALLED, YOU ALSO AGREE TO CALL AT&T PRIOR TO INSTALLATION OF ANY SUCH SYSTEM. SUBSEQUENT INSTALLATION OF THESE SYSTEMS MAY REQUIRE RE-WIRING OF AT&T U-VERSE VOICE SERVICE, WHICH MAY ALSO RESULT IN TIME AND MATERIAL CHARGES. (AT&T DOES NOT PROVIDE SUPPORT FOR, OR RE-WIRING OF AT&T U-VERSE VOICE IN SUPPORT OF, MEDICAL MONITORING SYSTEMS OR DEVICES).

ONCE U-VERSE VOICE HAS BEEN INSTALLED FOR USE WITH A MONITORED FIRE ALARM OR MONITORED BURGLAR ALARM SYSTEM, YOU AGREE THAT YOU WILL NOT CHANGE OR MODIFY THE INSIDE WIRING OF YOUR HOME OR MOVE OR RECONFIGURE YOUR RG IN ANY WAY WITHOUT CONTACTING AT&T AND YOUR ALARM SERVICE PROVIDER. YOU ALSO AGREE THAT YOU WILL NOT PLUG ANY TELEPHONE EQUIPMENT INTO THE BACK OF THE RG. YOU ACKNOWLEDGE AND UNDERSTAND THAT IF YOU CHANGE OR MODIFY YOUR INSIDE WIRING, MOVE OR RECONFIGURE YOUR RG IN ANY WAY, OR PLUG ANY TELEPHONE EQUIPMENT INTO THE BACK OF THE RG IT COULD RESULT IN A FAILURE OF YOUR MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM.

BY ACCEPTING THESE TOS, YOU USE AT&T U-VERSE VOICE SERVICE AT YOUR OWN RISK AND WAIVE ANY CLAIM AGAINST AT&T FOR INTERFERENCE WITH OR DISRUPTION OF A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM, A MEDICAL MONITORING DEVICE, OR OTHER SUCH SYSTEMS OR DEVICES DUE TO THE AT&T U-VERSE VOICE SERVICE.

VII. Local Number Portability

In the event you are transferring an existing phone number for your AT&T U-verse Voice service (i.e., porting a number to AT&T U-verse Voice service), you hereby authorize AT&T to process your order for AT&T U-verse Voice and to notify your existing provider of your decision to switch your local, local toll, and long distance services to AT&T U-verse Voice service, and you represent that you are authorized to take this action. Not all telephone numbers are eligible for porting to AT&T U-verse Voice service.

VIII. **AT&T U-verse Messaging**

AT&T U-verse Voice service includes AT&T U-verse Messaging, a full-featured voicemail service. If you access your AT&T U-verse Messaging voice mailbox from outside your local calling area, you may incur applicable local toll or long distance charges.

In addition, AT&T U-verse Messaging service allows you the option to integrate your AT&T wireless service voice mailbox with your AT&T U-verse Messaging mailbox. (Wireless service from AT&T must be separately purchased.) Calls forwarded to your AT&T U-verse Messaging voice mailbox from your wireless phone will not incur airtime charges. However, airtime charges may apply when using your wireless handset to retrieve messages. Pager notification allows your pager to notify you when a message is received in your U-verse Messaging voice mailbox. Your pager can have either an e-mail address or your pager can have a telephone number associated with it and must be set up through the AT&T U-verse. Paging service and equipment must be purchased separately. Other restrictions may apply.

IX. **Prohibited Uses of AT&T U-verse Voice Service**

You agree that you will NOT use AT&T U-verse Voice service:

1. As a business service or for a business purpose.
2. To engage in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal residential usage patterns. In addition, connection of your AT&T U-verse Voice service to a device which converts use of the Service to an outbound trunkline by more than one individual is prohibited. If AT&T determines, in its sole discretion, that you are reselling or transferring AT&T U-verse Voice service or that you are using AT&T U-verse Voice service for any of the aforementioned activities, AT&T reserves the right, without advance notice, immediately to terminate or modify the Service, or to change your calling plan to a different offer on a prospective basis, and in addition, to assess additional charges for each month in which excessive usage occurred. **If you subscribe to a calling plan which includes unlimited calling of any type, unless otherwise specified by your specific plan in marketing materials associated therewith, consistent monthly in excess of 5,000 aggregate minutes per month, taking into account all types of calling in your plan which are provided on an unlimited basis, shall be presumed to be inconsistent with these restrictions and shall be subject to the conditions above.**
3. As an announcement service, particularly with regard to AT&T U-verse Messaging, which is provided as an integral component of AT&T U-verse Voice service and is designed as a voicemail, not an announcement, service. Use of AT&T U-verse Messaging service as an announcement service and/or other improper or excessive use may impair AT&T's ability to provide reasonable service to other customers. AT&T reserves the right to cancel your AT&T U-verse Voice service at any time, with or without notice, if as determined solely by AT&T based on its network/service design and usage experience, your messaging service is (1) being used in an improper manner including, but not limited to, using it as an announcement service or for unlawful purposes, (2) consistently generating excessive usage, (3) affecting AT&T's ability to provide reasonable service to other customers, or (4) being used to interfere with another's use of the voicemail system.

X. **Suspension/Termination**

Without limiting other rights set forth in these TOS, AT&T may either terminate your AT&T U-verse Voice service or transfer your AT&T U-verse Voice service to a different telephone number without penalty, upon reasonable notice, if AT&T stops providing AT&T U-verse Voice service either generally or in your area, if at any time 911 service over AT&T U-verse Voice service is not available, or for other reasons associated with the provisioning of 911 service to your premises. AT&T also may terminate your order for Service if you do not activate the Service within 90 days or if you do not formally acknowledge information about 911 service limitations in accordance with directives from AT&T.

Service suspension may, and cancellation will, result in your loss of the number associated with the AT&T U-verse Voice service. Suspension (but not termination) of AT&T U-verse Voice service still allows for the following dialing privileges: outbound calling to 911, outbound calling to Operator Services (for emergency assistance only), and inbound calling (intended to maintain a call back path for emergency service providers). AT&T has no responsibility for retaining or delivering messages that are located in any voice mailbox at the time of the suspension or termination, or that are addressed to any main account holder or sub account holder thereafter.

SCHEDULE 2
AT&T U-VERSE TV SPECIFIC TERMS OF SERVICE

I. Service Description

AT&T U-verse TV includes content available via AT&T U-verse TV, Equipment (see Section 6 of the General Terms of Service), Software (see Section 11 of the General Terms of Service), accessories, and tools (including a "remote access" tool which allows you to access portions of your AT&T U-verse TV service from a website or other medium).

II. Billing And Payments

For AT&T U-verse TV service, non-recurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, Video on Demand and Pay Per View. As long as payments are current, you will have a limit (up to a maximum of \$150) per bill cycle on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

III. Service-Specific Equipment

Equipment for AT&T U-verse TV service includes an AT&T U-verse TV Receiver ("Receiver"). You may request additional Receivers and additional rental fees may apply.

IV. Interruptions, Limitations, And Modifications To Service

Some programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission and sports blackouts. If you also purchase AT&T U-verse Voice service, Caller ID information for AT&T U-verse Voice calls can be displayed on your TV screen. In addition, call history information for all missed and answered calls can be displayed on your TV screen and cannot be PIN protected. Call history for dialed calls cannot be displayed on your TV screen.

As permitted under applicable law, in addition to other rights provided for in this TOS, in the event a payment is past due, AT&T may restrict your account to prevent access to video on demand, pay-per view, and other usage-based services and content.

V. Disclaimer Of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AT&T MAKES NO WARRANTY THAT THE SERVICE WILL ALLOW YOU TO RECORD, VIEW, OR TRANSFER ANY PARTICULAR PROGRAM OR CONTENT.

VI. Intellectual Property

AT&T U-verse TV is provided for your non-commercial personal viewing, use, and enjoyment in a private residential dwelling/office unit. You agree that the AT&T U-verse TV service will not be viewed in areas open to the public or in commercial establishments, and that admission will not be charged for listening to or viewing the Service. Your AT&T U-verse TV Service may not be copied, transmitted, reproduced, published, broadcast, rewritten, redistributed, or performed except as permitted by the "fair use" provisions of the U.S. copyright laws.

AT&T Privacy Policy

Effective March 1, 2011

Privacy Policy Scope

This Privacy Policy identifies and describes the way AT&T uses and protects the information we collect about Customers and Users. All use of AT&T's products and services, as well as visits to our websites, are subject to this Privacy Policy.

The Information We Collect, How We Collect It, And How We Use It

We may collect different types of personal and other information based on your use of our products and services and our business relationship with you. Some examples include:

- *Contact Information* that allows us to communicate with you — including your name, address, telephone number, and e-mail address;
- *Billing information* related to your financial relationship with us — including your payment data, credit history, credit card number, Social Security numbers, security codes, and service history;
- *Equipment, Performance, AT&T Website Usage, Viewing and other Technical Information* about your use of our network, services, products or websites.

We collect information in three primary ways:

- You give it to us when you purchase or interact with us about a product or service we offer or provide;
- We collect it automatically when you visit our websites or use our products and services;
- We obtain it from other sources, such as credit agencies.

We may use the information we collect in a variety of ways, including to:

- Provide you with the best customer experience possible;
- Provide the services you purchase, and to respond to your questions;
- Communicate with you regarding service updates, offers, and promotions;
- Deliver customized content and advertising that may be of interest to you;
- Address network integrity and security issues;
- Investigate, prevent or take action regarding illegal activities, violations of our Terms of Service or Acceptable Use Policies; and
- Provide local directory and directory assistance.

Location Information

- We monitor, collect and use your wireless location information, as well as other information obtained from our network and your device, to provide you with wireless voice and data services, and to maintain and improve our network;
- You can use your wireless device to obtain a wide array of services based on the approximate location of the device, referred to as Location-Based Services, or LBS. The information you receive in connection with your use of LBS may include advertisements related to your request and your location;
- When you use AT&T LBS, you will receive prior notice and must give your consent before your location is used or shared. The form of consent will be suited to the type of AT&T LBS you utilize.
- When you use non-AT&T LBS, the terms of service and privacy policies of the non-AT&T provider will govern.

Online Activity Tracking and Advertising

- We collect information about your activity on AT&T websites for a number of purposes using technologies such as cookies, Flash cookies, Web beacons, widgets and server log files.
- We and our non-AT&T advertising partners use that information, as well as other information they have or we may have, to help tailor the ads you see on our sites and to help make decisions about ads you see on other sites.
- Opt-out of ad matching by Yahoo:
http://info.yahoo.com/privacy/us/yahoo/opt_out/targeting/details.html
- Opt-out of targeting advertising from many other ad networks:
http://info.yahoo.com/privacy/us/yahoo/opt_out/targeting/details.html
- Opt out of YP.com's targeted advertising program:
<http://www.yellowpages.com/about/legal/advertisingchoices>

Information Sharing

With AT&T Companies: Subject to applicable legal restrictions, such as those that exist for Customer Proprietary Network Information (CPNI), the AT&T companies may share your Personal Information with each other to make sure your experience is as seamless as possible, and you have the full benefit of what AT&T has to offer.

With Non-AT&T Companies: We share your Personal Information only with non-AT&T companies that perform services on our behalf, and only as necessary for them to perform those services.

- We require those non-AT&T companies to protect any Personal Information they may receive in a manner consistent with this policy.
- We do not provide Personal Information to non-AT&T companies for the marketing of their own products and services without your consent.

In Other Circumstances: We may provide Personal Information to non-AT&T companies or other third parties for purposes such as:

- Responding to 911 calls and other emergencies;
- Complying with court orders and other legal process;
- To assist with identity verification, and to prevent fraud and identity theft;
- Enforcing our agreements and property rights; and
- Obtaining payment for products and services that appear on your AT&T billing statements, including the transfer or sale of delinquent accounts to third parties for collection

Anonymous & Aggregate Information

- We collect some information on an anonymous basis. We also may anonymize the personal information we collect about you.
- We obtain aggregate data by combining anonymous data that meet certain criteria into groups.
- When we employ non-AT&T companies to anonymize or aggregate data on our behalf, the requirements for sharing Personal Information with non-AT&T companies apply.
- We may share aggregate or anonymous information in various formats with trusted non-AT&T entities, and may work with those entities to do research and provide products and services.

Our Online Privacy Policy for Children

- Our websites are not designed to attract children under the age of 13.
- We do not knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from that child's parent or legal guardian.
- View our AT&T Smart Controls parental tools: <http://www.att.net/smartcontrols>

Safeguarding Your Information: Our Policy on Data Protection and Security

- We do not sell your Personal Information to anyone for any purpose. Period.
- We maintain information about you in our business records while you are a customer, or until it is no longer needed for business, tax, or legal purposes.
- We have implemented encryption or other appropriate security controls to protect Personal Information when stored or transmitted by AT&T.
- We require non-AT&T companies acting on our behalf to protect any Personal Information they may receive in a manner consistent with this Policy. We do not allow them to use such information for any other purpose.

Customer Privacy Controls and Choices

- You can review and correct your Personal Information collected by us.
- You can limit certain types of solicitation communications from AT&T, including marketing contacts made via telephone, e-mail and text messaging.
- We will provide you with notice of changes to this policy.

Visit our Privacy Policy FAQ (see below) for more information. The Privacy Policy FAQ is an essential part of our Privacy Policy.

Your California Privacy Rights

California Civil Code Section 1798.83 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for the third parties' direct marketing purposes. As stated in this Privacy Policy, AT&T will not sell or share your Personal Information with non-AT&T companies for their direct marketing purposes without your consent. California customers who wish to request further information about our compliance with this law or have questions or concerns about our privacy practices and policies may contact us at privacypolicy@ATT.com, or write to us at AT&T Privacy Policy, 208 S. Akard, Room 1825, Dallas TX 75202.

AT&T PRIVACY POLICY FAQ

QUESTIONS ABOUT DEFINITIONS

1. Do the terms used in your Privacy Policy have any special meanings I need to know about?

We recognize that many privacy policies are long, complicated and difficult to understand. That's why we've focused on using words and sentences that are easy to follow and mean just what they say. There are a few important definitions you should know about.

As used in this Policy, the terms listed below have the following meanings:

• **Customer**

A "Customer" is anyone who purchases AT&T products or services. When a Customer purchases retail products or services for use by others (for example, when a Customer purchases wireless service for use by family members), those individuals also may be considered Customers for purposes of this Policy.

• **User**

A "User" is anyone who visits our websites.

• **Personal Information**

"Personal Information" is information that directly identifies or reasonably can be used to identify an individual Customer or User. Examples include name, address, telephone number, e-mail address, Social Security number, and financial account number. Personal Information does not include Published Listing Information as discussed in more detail below.

• **Anonymous Information**

"Anonymous Information" means information that does not directly identify and cannot reasonably be used to identify an individual Customer or User.

• **Aggregate Information**

"Aggregate Information" means information about groups or categories of Customers or Users, which does not identify and cannot reasonably be used to identify an individual Customer or User. Aggregate Information is a kind of Anonymous Information.

• **Website**

"Website" means any page or location on the Internet, no matter what device (cell phone, lap top, PC, etc.) or protocol (http, WAP, ftp or other) is used to access the page or location. In this Policy, we use the term website other similar terms such as "Internet site," "site" and "web page."

QUESTIONS ABOUT THE SCOPE OF THIS POLICY

1. What AT&T companies are subject to this Privacy Policy?

All direct and indirect subsidiaries of AT&T Inc. that collect, use or have access to information about our Customers or Users are subject to this Privacy Policy.

2. What does this Policy cover?

This Privacy Policy covers our practices regarding the information we collect about our Customers and Users. All use of AT&T products and services, and all visits to AT&T websites are subject to this Privacy Policy.

3. Does this Policy apply to my family members or other users under my account with AT&T?

Yes. This Policy applies to all Customers and Users. The Customer who holds the account with AT&T is responsible for making sure all family members or other Users under the same account understand and agree to this Policy.

4. When is information not covered by this Policy?

Information that you provide to non-AT&T companies is not covered by this Policy. For example:

- When you download applications or make an online purchase from a non-AT&T company while using AT&T's Internet or wireless services, the information collected by the non-AT&T company is not subject to this Policy.
- When you navigate to a non-AT&T company from AT&T websites or applications (by clicking on a link or an advertisement, for example), information collected by the non-AT&T company is governed by its privacy policy and not this Privacy Policy.
- If you use public forums — such as social networking services, Internet bulletin boards, chat rooms, or blogs on AT&T or non-AT&T websites — you should be aware that any Personal Information you disclose publicly can be read, collected, or used by others. Once you choose to reveal Personal Information on such a site, the information is publicly available, and AT&T cannot prevent distribution and use of that information by other parties.
- If you are a wireless Customer roaming on the network of a non-AT&T company, information about your location, usage and the numbers you dial will be subject to the privacy policy of the non-AT&T company, and not this Policy.

AT&T may license its brand to certain non-AT&T companies ("Licensees") for their use in marketing and selling certain non-AT&T products and services. Licensees are subject to AT&T quality control criteria and review procedures, designed to ensure a high standard of product or service performance. For example, Advanced American Telephones is a Licensee that sells AT&T-branded telephone equipment. If you provide information to Advanced American Telephones when purchasing an AT&T-branded product, your information will be subject to the privacy policy of Advanced American Telephones, and not this Policy.

5. Can my information be subject to more than one privacy policy?

Yes. For example:

- When AT&T jointly provides a service with a non-AT&T company, your Personal Information may be subject to both this Policy and the privacy policy of the non-AT&T company. For example, AT&T High Speed Internet services are provided to some Customers in conjunction with Yahoo! Inc. In this arrangement, Internet access is provided by AT&T, while the portal through which Customers access the Internet is provided by both AT&T and Yahoo!. Personal Information collected through your use of the co-branded Internet portal is subject to both this Policy and the Yahoo! Privacy Policy (<http://info.yahoo.com/privacy/us/yahoo/attyahoo/details.html>).

Because Yahoo! may treat your information in ways which differ from this Privacy Policy, you should familiarize yourself with the Yahoo! Privacy Policy (<http://info.yahoo.com/privacy/us/yahoo/attyahoo/details.html>) if you choose to access the Internet via the AT&T Powered by Yahoo! portal, or maintain an AT&T Powered by Yahoo! e-mail account.

- If you purchase AT&T products or services from a non-AT&T retailer (like BestBuy or Amazon.com, for example) any information you provide to that retailer may be subject to that company's privacy policy, AT&T's Privacy Policy, or both.

We encourage you to review the privacy policies of any non-AT&T company with which you do business to determine what information will be collected and how it will be used or disclosed to others.

6. Do any other stand-alone AT&T Privacy Policies remain in effect?

Yes. The Joint AT&T EchoStar Privacy Policy for AT&T | DISH Network Customer Account Information remains in effect.

While AT&T will make every effort to limit other stand-alone policies, it is possible that such policies may be required. For example, in selected areas outside the United States AT&T may adopt separate privacy policies as necessary to reflect the requirements of applicable local laws.

7. What about business customers?

AT&T may enter into written product or service agreements with business customers that contain specific provisions related to the confidentiality, security or other handling of information. When provisions of a written product or service agreement differ from or conflict with the provisions of this Policy, the terms of the written agreement will apply. In all other instances, the terms of this Policy apply.

QUESTIONS ABOUT THE INFORMATION WE COLLECT, HOW WE COLLECT IT AND HOW WE USE IT

1. What information do we collect?

We may collect different types of personal and non-personal information based on your use of our products and services and on our business relationship with you. Some examples of information we collect include:

- **Account Information:** Information we obtain as a result of your business relationship with us, which may include:
 - **Contact Information** that allows us to communicate with you, including your name, address, telephone number, and e-mail address. AT&T obtains your contact information when you order or register for our services.

- **Billing Information** related to your financial relationship with us, such as the services you buy, the telephone numbers you call, the payments you make, your credit history, your credit card numbers, Social Security number, security codes, and your service history.
- **Technical & Usage Information** related to the services we provide to you, including information about your use of our network, services, products or websites. Examples of the Technical & Usage Information we collect include:
 - **Equipment Information** that identifies the equipment you use on our network, such as equipment type, IDs, serial numbers, settings, configuration, and software.
 - **Performance Information** about the operation of the equipment, services and applications you use on our network, such as IP addresses, URLs, data transmission rates and latencies, location information, security characteristics, and information about the amount of bandwidth and other network resources you use in connection with uploading, downloading or streaming data to and from the Internet.
 - **AT&T Website Usage Information** about your use of AT&T websites, including the pages you visit, the length of time you spend, the links or advertisements you follow and the search terms you enter on our sites, and the websites you visit immediately before and immediately after visiting one of our sites. We also may collect similar information about your use of AT&T applications on wireless devices.
 - **Viewing Information** about the programs you watch and record, the games you play and similar choices you and those in your household make when using our AT&T U-verse TV, U-verse Online, U-verse Mobile and similar AT&T services and products.

1. How do we collect information?

We collect information in three primary ways:

- **You Give Us Information:** We collect information from you when you purchase a service from us or when you interact with us about a product or service we offer or provide. For example, you provide us with Contact Information, and Billing Information (such as credit information and Social Security number) when you order a service or establish an account with us.
- **We Collect Information Automatically:** We automatically collect certain types of information when you visit our websites or use our products and services. For example, we automatically collect various types of Technical & Usage Information when you use our video programming, wireless, Wi-Fi or High Speed Internet products and services.
- **We Collect Information from Other Sources:** We may obtain information about you from outside sources. For example, we may request credit information about you from credit agencies for the purpose of initiating service to you, obtain commercially available demographic and marketing information about you from third parties, or purchase e-mail lists from third parties for advertising and marketing purposes.

3. How do we use the information we collect?

We use information we collect in a variety of ways. For example, we may use some or all of the information we collect as appropriate for the following purposes:

- To initiate, provide and manage the services you purchase, and to respond to your questions or problems;
- To develop, market, sell, bill, and collect for our products and services;
- To communicate with you regarding service updates as well as offers and promotions for features and services;
- To deliver customized content, more relevant advertising and personalized offers for AT&T and non-AT&T products and services that may be of interest to you based on information we have collected — including the preferences you have expressed or interests you have demonstrated on our websites, in our stores, and through use of our products and services;
- To conduct research and analysis directed toward maintaining, protecting and improving our network and the services we provide;
- To address network integrity, quality control, capacity, misuse, viruses, and security issues, as well as for network planning, engineering and technical troubleshooting purposes;
- To investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, Acceptable Use Policies, or other service conditions or restrictions.

4. How do we use your information for local directory and directory assistance services?

We include Customer names, addresses and telephone numbers in AT&T's local directories. We make the same information available through our directory assistance services unless you request that this information remain "non-published" as discussed further below. We will not include listing information for wireless numbers in either our local directories or our directory assistance services without your consent.

• **Published Listing Information**

Listings of AT&T local telephone and AT&T U-verse Voice Customers are made available in our directories and through directory assistance. We publish and distribute directories in print, on the Internet, and on CDs and/or other electronic media — some complimentary and some for a fee. These directories include published Customer names, addresses and telephone numbers. We also make that information available through directory assistance operators and systems (such as directory assistance, speech recognition, reverse number lookup and automated directory assistance services) and through the Internet.

Published listing information may be used, sorted, packaged, repackaged and made available again in different formats by anyone.

• **Non-Published Information**

We offer Customers the opportunity to request that their name, number, and address not be published in our local directories or made available through directory assistance services. There is a fee for this service.

- **Non-Listed Information**

We also give Customers the opportunity to request that their names, numbers and addresses be "non-listed" in AT&T directories, but still made publicly available through directory assistance services. There also is a fee for this service. Customers in Nevada do not have the option of a non-listed number.

- **Sharing with Unaffiliated Entities**

We are required by law to provide published wireline Customer names, addresses and telephone numbers to unaffiliated directory publishers. We also provide the name and address of non-published and non-listed customers to unaffiliated directory publishers for directory delivery purposes. We do not provide non-published or non-listed telephone numbers to these companies.

We are also required by law to provide wireline directory assistance information to unaffiliated telephone companies and directory assistance providers on an unrestricted basis. However, we do not provide non-published telephone numbers to these providers.

We provide non-published telephone numbers, where permitted by law, to government entities and public safety providers for public health or safety reasons such as responding to 911 calls and notifying the public of wide-spread emergencies.

We may also provide Published Listing Information to government agencies, municipalities, utilities and other such entities for address and telephone number verification purposes.

We share AT&T U-verse Voice Customer names, addresses and telephone numbers with unaffiliated entities as outlined above.

QUESTIONS ABOUT LOCATION INFORMATION

1. What is wireless location information?

The approximate location of your wireless device can be determined using information generated by its communication with near-by cell towers, Wi-Fi receivers and/or with other technologies, including the satellites that compose the Global Positioning System (GPS). That information is often referred to as your wireless "location information."

2. Do you collect and use my wireless location information?

Yes. AT&T monitors, collects and uses wireless location information to provide you with wireless voice and data services. We also use that information, together with other usage and performance information obtained from our network and your wireless device, to maintain and improve our network and the quality of your wireless experience. Our use and collection of this information is consistent with the description provided in the "Questions about the Information We Collect, How We Collect It and How We Use It" FAQs.

3. What other types of services use my wireless location information?

You can use your wireless device to obtain a wide array of services based on the approximate location of the device. These data services (referred to as Location Based Services or "LBS") are made available by AT&T and other companies via applications that may be pre-loaded on your wireless device, or that you may choose to download from websites or other application stores. These applications use various technologies (including Global Positioning Satellite or "GPS," Assisted GPS, cell ID and enhanced cell ID technologies) to estimate the physical location of a Customer's mobile device.

Services that allow others to see the approximate location of your wireless device, such as AT&T Family Map and AT&T's fleet locator services for business customers, are examples of LBS, as are navigation services that provide you with directions in response to your request (such as AT&T Navigator), and local search services (such as YP.com and YPmobile.com).

Location information also may be used to enhance your experience of our existing services. For example, when you dial 411 Directory Assistance for a business phone number, we may use your location information to return the number of the business location closest to you. Similarly, when you choose certain services on AT&T's MEdia Net portal (for example, "Find Nearest") or download certain applications from the AT&T AppCenter (for example, "Where"), the information provided may be tailored based on what's nearest to the location of your wireless device.

The information you receive in connection with your use of LBS may include advertisements relevant to your request and your location.

4. Is my consent required for the use and sharing of my location information?

When you use AT&T LBS applications, you will receive prior notice and must give your consent before your location is used or shared. The form of consent may vary, but will be appropriate for the type of AT&T LBS you use.

We encourage you to carefully review the terms, conditions and privacy policies that apply to any AT&T and non-AT&T LBS you may use for more specific details about how your location information may be shared, accessed and used.

AT&T may use or disclose your wireless device location information as necessary to respond to calls to 911 or in other emergency-related situations as provided by law.

5. Are there other kinds of "location information" besides information about the location of my wireless device?

Yes. For example, your zip-code and street address are types of location information. We may personalize your wireless, wireline and Wi-Fi Internet service through use of your ZIP code or other location information we may collect through your use of our products and services, and may also use that information for the other purposes described in response to the FAQ "How do we use the information we collect?"

QUESTIONS ABOUT ONLINE ACTIVITY TRACKING AND ADVERTISING

1. Do we collect information about your activity on our websites?

Yes. We collect information about your activity on our websites as described in response to the FAQ "What information do we collect?" We use the information we gather for such purposes as improving your online experience, enhancing the capabilities of our sites and networks, delivering advertising to better match your interests and preferences and for other purposes. See our response to the FAQ "How do we use the information we collect?" for more information

2. What are cookies, Flash cookies, Web beacons, widgets, and server log files, and how do you use them?

Generally, these terms can be defined as follows:

- "Cookies" are small data files placed on your computer by the websites you visit and can be used to help recognize you as a user of that site when you return, or when you visit other sites.
- "Flash Cookies" (also called Local Shared Objects or "LSOs") are data files similar to cookies, except that they can store more complex data. Flash cookies are used to remember settings, preferences and usage, particularly for video, interactive gaming, and other similar services.
- "Web beacons" are small graphic images on a Web page or in an e-mail that can be used for such things as recording the pages and advertisements clicked on by users, or tracking the performance of e-mail marketing campaigns.
- A "widget" is a small program or application that can be embedded in a web page. Widgets can provide real-time information, such as stock quotes or weather reports, or other functionality. Widgets are often provided by a third party, and may allow that third party to collect data about users viewing that page.
- A Web "server log" is a record of activity created by the computer (called a "server") that delivers the Web pages you request to your browser. For example, a Web server log may record the search term you entered or the link you clicked to bring you the Web page. The Web server log also may record information about your browser, such as your IP address and the cookies set on your browser by the server.

Using these and similar tools, our websites collect data about your activity, such as data about the type of browser and operating system you use, which of our Web pages you view, the time and duration of your visits to our Internet sites, the search queries you enter on our sites, and whether you clicked on an advertisement while on our site.

In general, we use this information as follows:

• Site functionality

We use cookies and other tracking tools to help us analyze, manage and improve our websites. We also use these tools to manage your online ordering activity, to store your preferences and personalize your experience on our websites.

• Advertising

We and our advertising partners, including Yahoo! and other advertising networks, use anonymous information gathered through cookies and other similar technologies, as well as other information we or they may have, to help tailor the ads you see on our sites and to help make decisions about the ads you see on other sites. For example, if you visit an AT&T website, you may later see a related ad from us on a website you visit.

Opt out of Yahoo! ad matching here:

http://info.yahoo.com/privacy/us/yahoo/opt_out/targeting/details.html

Users of AT&T's YP.com website can opt out of its targeted advertising program here:

<http://www.yellowpages.com/about/legal/advertisingchoices>

Opt out of targeted advertising from many other ad networks here:

<http://www.networkadvertising.org/>

We are committed to providing you with more control of and transparency about the use of cookies and other tools used to provide you with online advertising. We are always working with our advertising partners and other online companies to make those improvements, and will continue to work to provide you additional options for managing how your data is used.

3. How can I manage the cookies placed on my computer?

You can configure most standard Web browsers to alert you when a website is attempting to send a cookie to your computer and to allow you to accept or refuse the cookie. You also can set most standard browsers to disable the capacity to receive cookies, and to delete cookies you previously have accepted.

Your browser cookie management tools will not remove Flash cookies.

Learn how to manage privacy and storage settings for Flash cookies:

<http://www.adobe.com/products/flashplayer/security/>

Please note that some Web pages (including some AT&T Web pages) may not work correctly if you have cookies disabled. More information about deleting and controlling cookies is available at www.AboutCookies.org.

4. Does AT&T use technologies available to ISPs to track your activities across non-AT&T websites and use that information to target you with advertisements?

AT&T does not currently use technologies available to Internet Service Providers, such as deep packet inspection, to track your web browsing activities across the Internet for the purpose of tailoring advertising that could be relevant to you. If AT&T ever decides to use technologies such as deep packet inspection to provide personalized advertising, you have our commitment that we will protect your privacy and provide you with value in exchange. Specifically, we will give you notice and provide easily understood tools to allow you to exercise meaningful consent before we use such information for advertising purposes.

QUESTIONS RELATED TO INFORMATION SHARING

1. Do the AT&T companies share your Personal Information with each other?

Yes. AT&T products and services are developed, managed, marketed and sold by a variety of different AT&T companies including — but not limited to:

- Wireless telephone and Internet services provided by AT&T Mobility;
- High Speed Internet access services provided by AT&T Internet Services; and
- The U-verse suite of TV, Voice and High Speed Internet Access services offered by the AT&T telephone companies.

These and other AT&T companies work together to provide you with the high quality, reliable and innovative range of products you have come to expect from us. The AT&T companies share your Personal Information with each other as necessary to ensure your experience is as seamless and consistent as possible, and that you have the full benefit of what AT&T has to offer.

Of course, any sharing of your Personal Information among the AT&T companies is subject to applicable legal restrictions, such as those that exist for Customer Proprietary Network Information (CPNI).

2. What Is CPNI?

Customer Proprietary Network Information (CPNI) is information that relates to the quantity, configuration, type, destination, location and amount of use of the telecommunications services you purchase from us, as well as the information contained in your bills for those services. We collect CPNI in the normal course of providing you with telecommunications services. Your telephone number, name and address are not CPNI.

See below for more information about our use of CPNI, and how you can control that use.

3. Do we share your Personal Information with non-AT&T companies?

We share your Personal Information only with non-AT&T companies that perform services on our behalf, and only as necessary for the provision of those services. We use non-AT&T companies to perform many of the services outlined in the FAQ “How do we use the information we collect?” For example, we may use external vendors to process and print your AT&T billing statement, or to market, sell and provide customer service for AT&T products and services. We share your information with such vendors solely for that purpose.

We require non-AT&T companies acting on our behalf to protect any Personal Information they may receive in a manner consistent with this Policy, and do not allow them to use that information for any other purpose. Most importantly, we do not sell, give or “rent” your Personal Information to non-AT&T companies for the marketing of their own products and services without your consent.

4. Are there any other circumstances in which your Personal Information may be provided to non-AT&T entities?

We may provide Personal Information to non-AT&T companies or other third parties (for example, to government agencies, credit bureaus and collection agencies) without your consent for certain purposes, such as:

- To comply with court orders, subpoenas, lawful discovery requests and other legal or regulatory requirements, and to enforce our legal rights or defend against legal claims;
- To obtain payment for products and services that appear on your AT&T billing statements, including the transfer or sale of delinquent accounts to third parties for collection;
- To enforce our agreements, and protect our rights or property;
- To assist with identity verification, and to prevent fraud and identity theft;
- To prevent unlawful use of AT&T’s services and to assist in repairing network outages;
- To provide information regarding the caller’s location to a public safety entity when a call is made to 911, and to notify the public of wide-spread emergencies;
- To notify or respond to a responsible governmental entity if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires or justifies disclosure without delay;
- To display name and telephone number on a Caller ID device (Note that Caller ID Blocking will prevent display of the name and number except in certain instances, for example, your name and number will not be blocked when you dial certain business, 911, or 900 or toll-free numbers); For example, your name and number will not be blocked when you dial 911, or when you dial pay-per-call (900) or toll-free numbers.
 - Note: AT&T’s Caller ID Blocking services will not always prevent display of the calling party’s name and number. For example, your name and number will not be blocked when you dial 911, or when you dial pay-per-call (900) or toll-free numbers.
 - Be aware: A variety of websites and vendors offer services that will allow a caller to make it look like they are calling from a different number. In this situation, the name or number that displays on the caller ID or similar equipment will not be the actual number of the calling party. This is often called “number spoofing.”
- To notify the National Center for Missing and Exploited Children of information concerning child pornography of which we become aware through the provision of our services.
- Customers and Users should be aware that AT&T affiliates and non-AT&T companies that perform services on behalf of AT&T may be located outside the country where you access our services. As a result, when your Personal Information is shared with or processed by such entities, it may be accessible to government authorities according to the laws of those jurisdictions.

Notice Regarding Disclosure of Personally Identifiable Information of AT&T U-verse TV Subscribers in Response to Court Order

- In the case of a court order obtained by a non-governmental entity, AT&T is authorized to disclose personally identifiable information collected from AT&T U-verse TV subscribers as a result of the subscriber's use of AT&T's U-verse TV service only after providing prior notice to the subscriber.
- In the case of a court order obtained by a governmental entity, AT&T is authorized to disclose personally identifiable information collected from AT&T U-verse TV subscribers as a result of the subscriber's use of AT&T's U-verse TV service only if, in the court proceeding relevant to the order:
 - The governmental entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and
 - The subject of the information has an opportunity to appear and contest the governmental entity's claim; and
 - AT&T has provided notice to the subscriber as required by applicable state law.

QUESTIONS ABOUT AGGREGATE AND ANONYMOUS INFORMATION

1. Where do you get anonymous and aggregate information?

We collect some information about how people interact with AT&T on an anonymous basis. For example, the information we collect about your visits to our websites using cookies and other similar technologies does not include information that would identify you personally.

We may anonymize the personal information we collect about you by removing or "hashing" any data fields (such as name, address and telephone number), that identify you or that can be used to identify you personally. We use industry best practices and state-of-the-art techniques to anonymize and aggregate data.

We get aggregate information by combining anonymous data that meet a certain criteria into groups. For example, we might want to know the total number of customers in a particular city who currently subscribe to both AT&T U-verse TV and AT&T wireless services. The resulting number would be an aggregate total.

We may employ non-AT&T companies to anonymize or aggregate information on our behalf. If we do, all of the requirements discussed in response to the FAQ, "Do we share your Personal Information with non-AT&T companies?" apply. The non-AT&T company is required to protect any personal information they may receive from AT&T, and is not allowed to use the information for any purpose other than as directed by AT&T.

2. How do you use aggregate and anonymous information?

We use aggregate and anonymous information for a variety of purposes, as described in response to the FAQ "How do we use the information we collect?" For example, we might rely on aggregated statistics about wireless data use in a given area to help us plan network improvements, or to target or evaluate the effectiveness of our marketing and advertising for our U-verse services.

3. Do you share aggregate or anonymous information with non-AT&T companies?

Yes. We may share Aggregate or Anonymous Information in various formats with trusted non-AT&T entities, and may work with those entities to do research and to provide products and services. For example:

- Retail, marketing and advertising companies that do not provide services directly for AT&T, but do offer products and services that may be of interest to you or to others;
- Media research companies that may use the data we provide in combination with other information to provide audience analysis services;
- Universities, laboratories, think tanks and other entities that conduct networking, social, behavioral, environmental and other types of scientific research, for the purpose of creating fundamental new knowledge;
- Government or other entities that may use this data for purposes such as municipal planning, transportation planning and navigation services, and emergency and disaster response coordination.

4. How do I know that these non-AT&T entities won't "re-identify" me based on the aggregate or anonymous information you share with them?

Respect for individual privacy is fundamental to any decision we make about sharing information with non-AT&T entities. We provide that data only to non-AT&T entities that satisfy our security standards, and prohibit those entities from using that information for any purpose other than as agreed upon with AT&T. Re-identification is never one of those purposes.

QUESTIONS ABOUT OUR ONLINE PRIVACY POLICY FOR CHILDREN

AT&T websites are not designed to attract children under the age of 13, and availability of some products and services may be limited to adults (age 18 or as provided by law). Please refer to the applicable Terms of Service for specific age requirements.

We do not target children for the collection of information online and do not knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from that child's parent or legal guardian.

You should be aware that Internet and wireless devices and services purchased for family use may be used by minors without our knowledge. Any Personal Information collected as a result of such usage may appear to be associated with the adult Customer who subscribes to our services, and will be treated as such under this Policy.

We encourage parents and guardians to spend time online with their children, and to participate in and monitor their online activity. We have developed an online website that provides comprehensive access to safety and control tools, expert resources, and tips designed to help customers and parents manage their technology choices and address any safety concerns about their children's use of AT&T products and services. Please visit AT&T Smart Controls (<http://www.att.net/smartcontrols>) for more information.

Customers of our AT&T Yahoo! Internet access service may establish a sub-account for a child under the age of 13, provided that the Customer is the parent or legal guardian of the child. The process we use for obtaining parental approval to collect information from a child under the age of 13 under these circumstances is described below:

- When someone under the age of 13 attempts to create an AT&T Internet Services account, we ask that he or she have a parent establish a Family Account (<http://info.yahoo.com/privacy/us/yahoo/family/details.html>) in order to obtain parental consent.
- When any Family Account Customer creates a sub-account, including a sub-account for a child under the age of 13, we require name, e-mail address, birth date, gender, ZIP code, occupation, industry, and personal interests.
- AT&T uses the information collected on sub-accounts to create and maintain accounts, for research, to customize the advertising and content seen on our pages and for other marketing purposes. AT&T will not contact children under the age of 13 about special offers or for marketing purposes without parental consent.
- Parents are allowed to review, edit, update, and delete information relating to their child's sub-account, at any time, by logging into the sub-account and accessing the Account Information screen(s). In addition, children may be permitted to review, edit, update, and delete information relating to their sub-accounts.

You may e-mail us at privacypolicy@ATT.com, call us at 1-800-495-1547 or write to us at AT&T Privacy Policy, 208 S. Akard, Room 1825, Dallas, TX 75202 with any questions or concerns you may have about our Children's Online Privacy Policy.

QUESTIONS ABOUT DATA PROTECTION AND SECURITY

1. Do we sell your Personal Information?

No. We do not sell your Personal Information to anyone, for any purpose. Period.

2. How long do we keep your Personal Information?

We keep your Personal Information only as long as needed for business, tax or legal purposes, after which we destroy it by making it unreadable or undecipherable.

3. What safeguards does AT&T have in place?

We have established electronic and administrative safeguards designed to secure the information we collect, to prevent unauthorized access to or disclosure of that information and to ensure it is used appropriately. Some examples of those safeguards include:

- All AT&T employees are subject to the AT&T Code of Business Conduct (<http://www.att.com/gen/investor-relations?pid=5711>) and certain state-mandated codes of conduct. The AT&T Code requires all employees to follow the laws, rules, regulations, court and/or commission orders that apply to our business — including, specifically, the legal requirements and company policies related to the privacy of communications and the security and privacy of Customer records. Employees who fail to meet the standards embodied in the Code of Business Conduct are subject to disciplinary action, up to and including dismissal.
- We have implemented technology and security features and strict policy guidelines to safeguard the privacy of your Personal Information. For example:
 - We maintain and protect the security of computer storage and network equipment, and our security procedures require user names and passwords to access sensitive data;
 - We have implemented encryption or other appropriate security controls to protect Personal Information when stored or transmitted by AT&T;
 - We limit access to Personal Information to those employees, contractors, and agents who need access to such information to operate, develop, or improve our services and products;
 - We require caller/online authentication before providing Account Information so that only you or someone who knows your Account Information will be able to access or change the information.

4. Will you notify me in case of a security breach?

Although we strive to keep your Personal Information secure, no security measures are absolute, and we cannot guarantee that your Personal Information will never be disclosed in a manner inconsistent with this Policy (for example, as the result of unauthorized acts by third parties that violate the law or this Policy). We will make reasonable attempts to notify you if we determine that AT&T has experienced a security breach and there is a reasonably likely risk of identity theft, or where otherwise required by law.

5. Is AT&T A TRUSTE participant?

Yes, AT&T is a Participant in the TRUSTe Privacy Seal Program. TRUSTe is an independent organization whose mission is to advance privacy and trust in the networked world. Through its Web Privacy Seal, E-mail Privacy Seal and Trusted Download Program, TRUSTe helps consumers and business identify trustworthy online organizations. AT&T has TRUSTe review its information and privacy practices for compliance with the TRUSTe best practices as a means of demonstrating our commitment to your privacy. The TRUSTe seal also means that AT&T complies with the TRUSTe Watchdog dispute resolution process.

QUESTIONS ABOUT CUSTOMER CONTROL

1. Can I review and correct my Personal Information?

Yes. AT&T honors requests from Customers to review their Personal Information maintained in reasonably retrievable form, and we are happy to correct information found to be inaccurate. Customers may verify that appropriate corrections have been made. Please contact us (see below) for assistance.

2. How can I limit your sales efforts?

We have established policies and practices to meet the expectations of Customers and potential customers who have expressed a desire to limit certain types of solicitation communications from AT&T, including marketing contacts made via telephone, e-mail and text messaging.

For example, we periodically send news and updates regarding AT&T services, products and special promotions to current and potential Customers via e-mail or text message. Every marketing e-mail we send contains instructions and an online link that will allow you to stop additional AT&T marketing e-mails for that product or service type. Customers may reply to wireless text message contacts with a "stop" message, and may also unsubscribe from AT&T marketing e-mails here: <https://myaccount.bellsouth.com/apps/eods/unSubscribePreferences.do?email=&campaign=SMP&GUID=bb1da42a-cdba-42b8-9a09-b05dad24dd36>

You can request to be removed from our telemarketing lists for consumer services and products by contacting us at one of the numbers listed here (see below), or by sending an e-mail to privacypolicy@att.com. You also can request to be removed from these telemarketing lists when you receive an AT&T marketing or promotional call. Where required by state laws and/or regulations, we honor requests from businesses to be removed from our telemarketing lists.

The FTC maintains a National Do Not Call Registry at <https://www.donotcall.gov/>, and your state may maintain its own Do Not Call Registry. Putting your number on these Registries also may limit our telemarketing calls to that number.

See below information about your ability to restrict our use of your CPNI for certain marketing purposes.

Our practices as described above are designed to satisfy state and federal legal requirements limiting marketing contacts. You should know that those laws and regulations — such as the requirements governing the state and federal "Do Not Call" lists — generally permit companies to contact their own current and, in some cases, former customers, even when those customers are listed on the federal and state "Do Not Call" lists. Similarly, restricting our use of your CPNI will not eliminate all types of AT&T marketing contacts.

To limit postal mail solicitations, contact us at one of the numbers listed below. With this limitation you will continue to receive billing statements, legal notices, product updates and other similar correspondence, and you may still receive some promotional mailings.

3. What can I do to limit junk e-mails and unwanted text messages?

AT&T works hard to detect and prevent junk e-mails (also referred to as "spam" e-mails) from ever reaching your computer. However, if you are receiving unwanted spam at an AT&T e-mail address, please contact us for assistance at the appropriate link below:

- Customers served via the AT&T Powered by Yahoo! portal (<http://antispam.yahoo.com/>) at www.att.net, please visit the AT&T Yahoo! Anti-Spam Resource Center;
- Customers served via the AT&T portal at my.att.net, please visit the AT&T Postmaster Website: <http://www.att.com/esupport/postmaster/>

To report unwanted text (SMS) and picture text (MMS) messages, you may simply forward them to short code 7726 (spells "spam" on some mobile device keypads). Messages forwarded to this short code are free, and do not count against your data usage or voice package. Some examples of unwanted messages include fraudulent schemes such as bank phishing or credit hoaxes.

4. What can I do to protect my passwords and Account Information?

When selecting User names and passwords for AT&T accounts, you should choose words or characters that are not obvious. Likewise, you should always keep Personal Information such as account numbers, Usernames, passwords or similar information in a secure place and not share the information with others.

5. What should I do to protect my wireless devices?

Most wireless devices store calling information on both the device and the SIM card and, in certain cases, on removable flash memory cards. You should use passwords to prevent unauthorized access to your wireless device, your wireless service account, and your voice mail. Also, you should delete all contacts, photos, and any other personal or sensitive information from your wireless device before you discard, trade or give it away. To delete this information you should:

- Remove your phone's SIM card, if it has one;
- Follow the manufacturer's instructions for deleting all personal information on your wireless device as specified in your owner's manual or on the manufacturer's website; and
- View device-specific information (<http://www.recyclewirelessphones.com/>) on clearing data from your wireless device.

6. Does AT&T have any other tools available to assist me in protecting my privacy and safety?

Yes. We have a long-standing commitment to protecting and safeguarding the privacy interests and safety of our Customers. To educate and empower consumers about how to wisely use technology, AT&T has complied safety information for our Wireless, Internet, Television and Home Phone Services — including information on what you should know, and what you can do to protect your safety. Please log on to www.att.net/smartcontrols to learn more.

QUESTIONS ABOUT CHANGES. . .

1. . . To Corporate Control?

Information about our Customers and Users, including Personal Information, may be transferred as part of any merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of an insolvency, bankruptcy, or receivership in which Customer and User records would be transferred to another entity as a result of such a proceeding.

2. . . To This Policy?

We reserve the right to update this Privacy Policy as necessary to reflect any changes we make and to satisfy legal requirements. If we make a material change to this Policy, we will post a prominent notice of the change on our websites, and provide you with other appropriate notice and choice regarding the use of your information, at least 30 days before the effective date.

Please check our websites periodically for changes to this Privacy Policy.

HOW TO CONTACT US ABOUT THIS POLICY

We are happy to address any questions or concerns you may have about our privacy practices and policies. You may e-mail us at privacypolicy@ATT.com or write to us at AT&T Privacy Policy, 208 S. Akard, Room 1825, Dallas TX 75202. If you believe you have been aggrieved by any act of ours in violation of the law, we encourage you to contact us directly at either of these addresses to resolve your question or issue.

If you do not receive acknowledgment of your inquiry or your inquiry is not satisfactorily addressed, you should then contact TRUSTe through the TRUSTe Watchdog Dispute Resolution Process (<http://www.truste.com/?PHPSESSID=106227b8dcee2e11e711363e14bac9e3>) and TRUSTe will serve as a liaison to resolve your concerns. You also have the option of filing a complaint with the FTC Bureau of Consumer Protection, using an online form (<https://www.ftccomplaintassistant.gov/>), or by calling toll-free 1-877-FTC-HELP (1-877-328-4357; TTY: 1-866-653-4261). Other rights and remedies also may be available to you under federal or other applicable laws.

For questions about your service or account not related to privacy, click on the "Contact Us" link at the upper right hand corner of this page to be directed to AT&T customer service or technical support for assistance. You also can access your online account from the upper right hand corner of our home page at www.att.com for additional service options.

CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

What is CPNI?

Customer Proprietary Network Information (CPNI) is information that AT&T telecommunications carriers obtain when providing your telecommunications services to you. CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance and wireless telecommunications services that you have purchased and your calling details. Your telephone number, name and address are not considered CPNI.

Use and Disclosure of CPNI

We use your CPNI to offer you additional services of the type you already purchase from AT&T. We also may use your CPNI to offer you products and services, packages, discounts and promotions from the AT&T companies, such as High Speed DSL Internet access, wireless service and U-verse TV services, which may be different from the types of services you already purchase.

AT&T uses technology and security features and strict policy guidelines to safeguard the privacy of CPNI and protect it from unauthorized access or improper use. AT&T does not disclose CPNI outside of the AT&T companies or their agents without customer consent except as required or allowed by law. When AT&T uses third parties to perform services on its behalf that require the use of CPNI, AT&T requires that they protect CPNI consistent with this privacy policy. *AT&T does not sell CPNI to unaffiliated third parties.*

Restricting our use of your CPNI

If you wish to restrict our use of your CPNI for marketing purposes, you may contact a customer service representative at the customer service phone number located on your AT&T telephone bill or one of the following numbers:

Wireless - 1-800-331-0500

Business - 1-888-944-0447

Restricting our use of your CPNI for marketing purposes will not affect the provision of any AT&T products or services to which you subscribe, nor will it eliminate all types of AT&T marketing contacts.

CUSTOMER SERVICE CONTACT NUMBERS

Wireless — 1-800-331-0500

Business — 1-888-944-0447

Residential — 1-800-288-2020

Spanish Language — 1-800-870-5855

For assistance in other languages, please visit world.att.com.

Legacy AT&T Consumer — 1-800-222-0300

Customers of the following AT&T family of companies may contact us directly using the following:

YELLOWPAGES — Please contact YELLOWPAGES by sending an email to ypcsupport@yellowpages.com.

AnyWho — Please follow the opt-out instructions (<http://www.anywho.com/help/privacy>) to remove your **residential** phone number from the AnyWho Web site.

Ether — Please contact Ether using the Customer Support request (<http://www.ether.com/Help/Support.aspx>).

Keen — Please contact Keen using the Customer Support form (<http://www.keen.com/Help/Support.aspx>).

AT&T Internet Services — Customers can manage newsletter subscriptions or other e-mail communications from Yahoo! by modifying their AT&T Yahoo! Marketing Preferences (<http://subscribe.yahoo.com/showaccount>).

AT&T U-verse® TV Standard Rates

Packages

	U450	U300	U200 Lat
Channels (including music and locals) †	Up to 370	Up to 290	Up to 260
Genre/premium packages included	The Movie Package, HBO/Cinemax, The Sports Package, and HD Technology Service	The Movie Package	Paquete Español
Equipment included	1 HD-ready TV receiver with DVR	1 HD-ready TV receiver with DVR	1 HD-ready TV receiver with D
Additional equipment fees	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/m (Up to 7 addition
Professional standard installation	✓ *	✓ *	✓ *
One-time service activation fee	\$29	\$29	\$29
Monthly price	\$117	\$84	\$79

Optional AT&T U-verse TV services

(Prices are monthly recurring charges in addition to AT&T U-verse TV)

High Definition

HD Technology Fee	✓	\$10	\$10
HD Premium Tier (HD Technology Fee required)	\$5	\$5	\$5
3D Technology Fee (HD Technology Fee required; U100 and above only)	\$10	\$10	\$10

Premium Packages

The Movie Package (Starz, Encore, Showtime, The Movie Channel & Flix)	✓	✓	\$20
Showtime	✓	✓	\$14
Starz	✓	✓	\$14
The Movie Channel (TMC)	✓	✓	\$14
Flix	✓	✓	\$14
Encore	✓	✓	\$14
Showtime Unlimited (Showtime, The Movie Channel & Flix)	✓	✓	\$14
The Sports Package	✓	\$10	\$10
HBO & Cinemax Package	✓	\$26	\$26
HBO	✓	\$16	\$16
Cinemax	✓	\$14	\$14
The Playboy Channel	\$15	\$15	\$15

✓= Included * = Included for credit qualified customers only. Non-credit qualified customers pay a professional standard installation fee.

† Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list prices, programming, features, and offers subject to change without notice. Channels not available in all areas and some programming extra. Taxes, city/local video cost-recovery fees, and additional fees extra. Acceptance of Terms of Service required. Credit and other restrictions apply.

Effective February 1, 2011

no	U200	U100	U-family	U-basic
	Up to 220	Up to 150	Up to 80	Local channels only (dependent on market)
	None	None	None	None
DVR	1 HD-ready TV receiver with DVR	1 HD-ready TV receiver (non-DVR)	1 HD-ready TV receiver with DVR	1 HD-ready TV receiver (non-DVR)
o nal)	Receiver \$7/mo (Up to 7 additional)	1 DVR \$15/mo; Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)	1 DVR \$15/mo; Receiver \$7/mo (Up to 7 additional)
	✓*	✓*	✓*	\$199
	\$29	\$29	\$29	\$29
	\$69	\$59	\$54	\$19

& Internet package price or AT&T U-verse TV-only price.)

	\$10	\$10	\$10	\$10
	\$5	\$5	\$5	\$5
	\$10	\$10	N/A	N/A

	\$20	\$20	\$20	\$20
	\$14	\$14	\$14	\$14
	\$14	\$14	\$14	\$14
	\$14	\$14	\$14	\$14
	\$14	\$14	\$14	\$14
	\$14	\$14	\$14	\$14
	\$14	\$14	\$14	\$14
	\$10	\$10	\$10	\$10
	\$26	\$26	\$26	\$26
	\$16	\$16	\$16	\$16
	\$14	\$14	\$14	\$14
	\$15	\$15	\$15	\$15

ers will qualify for service upon payment of a \$250 non-refundable credit fee and a \$199

of included channels are available at att.com/u-verse.

cluded as subject to blackouts. Services provided by your local AT&T telephone company and available in limited areas. Residential
other restrictions apply.

Optional AT&T U-verse TV services

(Prices are monthly recurring charges in addition to AT&T U-verse TV & Internet package price or AT&T U-verse TV-only price.)

International channels and packages	U450	U300	U200 Latino	U200	U100/ U-family/ U-basic
Paquete Español	\$15	\$15	✓	\$15	\$15 (\$5 when added to U-family)
TV JAPAN	\$25	\$25	\$25	\$25	\$25
Filipino TV Package (The Filipino Channel, GMA Pinoy TV & VivaTV Plus)	\$25	\$25	\$25	\$25	\$25
The Filipino Channel	\$12	\$12	\$12	\$12	\$12
GMA Pinoy TV	\$12	\$12	\$12	\$12	\$12
South Asian TV Package (TV Asia, SET Asia, Zee TV, STAR India PLUS & MTV India)	\$35	\$35	\$35	\$35	\$35
TV Asia	\$15	\$15	\$15	\$15	\$15
SET Asia	\$15	\$15	\$15	\$15	\$15
Zee TV	\$15	\$15	\$15	\$15	\$15
STAR India PLUS	\$12	\$12	\$12	\$12	\$12
SBTN	\$15	\$15	\$15	\$15	\$15
TVBV	\$10	\$10	\$10	\$10	\$10
MBC America	\$13	\$13	\$13	\$13	\$13
Mandarin TV Package (CCTV-4, CTI-Zhong Tian, Phoenix North America Chinese Channel, Phoenix InfoNews, ET News & ET Global)	\$35	\$35	\$35	\$35	\$35
CCTV-4	\$10	\$10	\$10	\$10	\$10
CTI-Zhong Tian	\$12	\$12	\$12	\$12	\$12
Phoenix North America Chinese Channel	\$10	\$10	\$10	\$10	\$10
Phoenix InfoNews	\$10	\$10	\$10	\$10	\$10
ET News	\$10	\$10	\$10	\$10	\$10
ET Global	\$10	\$10	\$10	\$10	\$10
Polish TV Package (TV Polonia, TVP Info)	\$25	\$25	\$25	\$25	\$25
TV Polonia	\$20	\$20	\$20	\$20	\$20
Russian TV Package (RTR Planeta & Channel One Russia)	\$25	\$25	\$25	\$25	\$25
RTR Planeta	\$15	\$15	\$15	\$15	\$15
Channel One Russia	\$15	\$15	\$15	\$15	\$15
TV5MONDE	\$10	\$10	\$10	\$10	\$10
Arabic Radio & Television	\$13	\$13	\$13	\$13	\$13
Rai Italia	\$13	\$13	\$13	\$13	\$13
TVBe	\$17	\$17	\$17	\$17	\$17

✓=Included

LINE-BACKER®, INLINE® AND HOME WIRING PROTECTION SERVICES

TERMS AND CONDITIONS

These Terms and Conditions ("Agreement" or "Plan") for LINE-BACKER and InLine Services and for Home Wiring Protection Services for AT&T U-verse customers ("HWP") are an optional plan offered, depending on your service location, by AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, or AT&T Wisconsin (referred to herein as "we," "us," "our," or "AT&T") to provide trouble isolation and repair services for inside telephone/communications and coaxial cable wiring used to provide AT&T residential services (other than satellite TV services). They apply to all customers who purchase LINE-BACKER/InLine/HWP Services.

Important Note: PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT GOVERNS DISPUTES BETWEEN YOU AND AT&T. THIS AGREEMENT ALSO ESTABLISHES LIMITATIONS OF LIABILITY IN THE EVENT OF A DISPUTE.

If you do not agree with these Terms and Conditions, please call us immediately to cancel LINE-BACKER/InLine/HWP Services. If you cancel within thirty (30) days after receipt of these Terms and Conditions, there will be no charge for the Services, and we will refund any amounts you paid for them. If you cancel more than thirty (30) days after receipt of these Terms and Conditions, we will provide you a pro rata refund of the monthly charge for LINE-BACKER/InLine/HWP Services.

INTRODUCTION

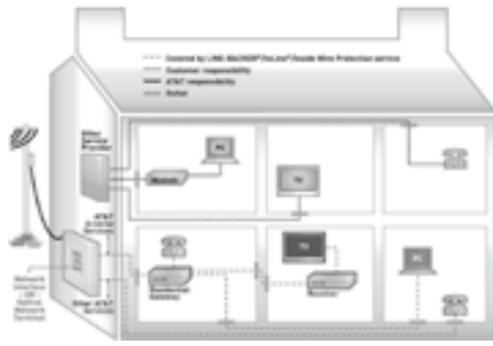
AT&T is responsible for maintaining its network facilities. You are responsible for maintaining and repairing all telephone/communications wiring (twisted pair) and coaxial cable wiring inside your premises that is used to provide AT&T services and all associated equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, etc.). "Inside Wire" is the telephone/communications and coaxial cable wiring on your side of the network interface device (NID) or optical network terminal (ONT), up to and including your communications jacks and coaxial cable outlets, that is used to provide AT&T services (other than satellite TV services). The NID/ONT is usually a box located on the outside of your home and is the line of demarcation between Inside Wire and AT&T network facilities. In multi-unit buildings, Inside Wire is the wire that is inside the walls of your unit and that is dedicated to your unit.¹ If something goes wrong with your Inside Wire, you have several choices. You can fix it yourself. You can have it fixed by a third party, such as an electrician. Alternatively, you can call AT&T to fix it. If you call AT&T, we will charge you for time and materials to fix the problem if you do not subscribe to LINE-BACKER/InLine/HWP Services. If your AT&T service is located in rented or leased facilities, military housing, or a multi-unit building (apartment, dormitory, condominium, cooperative dwelling, nursing home or other group living facility), you should determine whether you or your landlord/property manager are responsible for repairs to your Inside Wire prior to subscribing to LINE-BACKER/InLine/HWP services. However, if your landlord/property manager permits, you may still choose to subscribe to LINE-BACKER/InLine/HWP Services if you prefer AT&T diagnostic and repair services to those of others.

DESCRIPTION OF SERVICES

The LINE-BACKER/InLine/HWP Plan is an optional service plan that protects AT&T residential customers against unexpected charges for repair of Inside Wire, including repairs that result from normal wear and tear. If you report a problem with your AT&T service(s) and/or your Inside Wire and you subscribe to LINE-BACKER/InLine/HWP Services, we will perform standard diagnostics to determine where the problem exists (trouble isolation). We will also repair, as necessary, your Inside Wire, as well as certain connecting components used to provide AT&T U-verse services, such as jack face-plates, connectors, splitters, diplexers, baluns, short jumper cables, external adapters, and blocking filters, ("Covered Components")² subject to the Exclusions listed below. Power supplies, back-up batteries, electrical wiring, residential gateways, telephone adapters, and set-top boxes are not covered.³ Components that are not used to provide AT&T U-verse services are not covered. Inside Wire that is not connected to AT&T network facilities is not covered. (See diagram on next page.)

Under the LINE-BACKER/InLine/HWP Plan, we will repair or replace defective Inside Wire and Covered Components at no additional cost to you. (You pay only your monthly LINE-BACKER/InLine/HWP subscription charge.) At our discretion, we will determine the manner in which repairs will be made. We will also decide the color and specifications of replaced wire, communications jacks, cable outlets, and connecting blocks. Surface mounting is the standard for replacing communications wiring and jacks. Requests for replacement with concealed communications wiring requiring extra work may be subject to time and material charges. We reserve the right to dispatch a repairman at our discretion, since trouble isolation can often be performed through our remote testing facilities.

The LINE-BACKER/InLine/HWP Plan covers Inside Wire at a single location on a single customer account. If you wish to purchase LINE-BACKER/InLine/HWP Services, no fewer than all lines at your location on your account must be covered. If you have multiple lines at one location, you must subscribe to LINE-BACKER/InLine/HWP services separately for each line. For purposes of this paragraph, a "line" is each outgoing telephone number used to provide AT&T local exchange telephone services. All AT&T U-verse services of any kind (e.g., High Speed Internet, Voice, and TV) and/or all AT&T DSL and dial-up Internet access services are considered one "line" and do not add to the total number of lines when both local exchange telephone services and other AT&T services are provided at a single location on a single customer account.



EXCLUSIONS

The following are NOT covered under the LINE-BACKER/InLine/HWP Plan:

- Inside Wire and Covered Components rendered defective by negligence, willful damage, vandalism, faulty equipment, and/or premises construction/repair/remodeling activities;
- Inside Wire and Covered Components that did not work when LINE-BACKER/InLine/HWP Services were ordered;
- Wiring for boat slips, special boat cords and jacks, and/or wiring for recreational vehicle locations;
- Jacks located outdoors, except for waterproof jacks located on the exterior of your premises;
- Shared tenant service locations (STS)—where tenants purchase services from the building owner/manager or other non-AT&T entity;
- For multi-unit dwellings, problems occurring in horizontal and/or riser cable or problems we are prevented from accessing, for example, by the owner of the property, by government or military authorities (i.e., you live on a military base), or by your landlord;
- Repair of complex Inside Wire associated with multiple lines that use common equipment. This includes Inside Wire associated with telephone stations that are a part of a key or PBX telephone system, repair of Inside Wire associated with Centrex, Dimension, Centralink 2100, Centralink 3100, Centralink DCOSS type service, and lines connected to coin telephones;
- Inside Wire and Covered Components damaged by a catastrophic event (such as fire, flood, earthquake, terrorism, act of war, lightning, or wind) that also damages all or a portion of your premises, except that repair will be provided for Standard Inside Wire in any portion of your premises that is suitable for occupancy without reconstruction or repair of walls, floors or other structural features, so long as you do not disconnect all AT&T services at your premises. If repairs cannot be completed until after such reconstruction is completed, or if you disconnect all AT&T services at your premises, applicable charges will apply to install new or repair any existing wiring;
- Installation of additional (as opposed to replacement) wire, jacks, cable outlets and/or components, including connecting the wire at the NID/ONT or jacks/cable outlets;
- End-to-End replacement of wire (e.g., from the NID/ONT to one or more jacks/cable outlets) unless AT&T determines, in its sole discretion, that replacement is necessary;
- Main line extension wire to unattached structures (such as a separate garage or barn);
- Conversion of hard-wired phones and/or other customer equipment to modular jacks/outlets;
- Jacks/cable outlet rewiring, relocation, and/or rearrangements from one working line to another;
- Moving/rearranging Inside Wire at the NID/ONT;
- Jacks/cable outlets without wiring (non-modular) and/or conversion of non-modular jacks/outlets to modular ones;
- Wiring used for satellite TV services; and
- Requests to check for wire taps.

CUSTOMER'S RESPONSIBILITY

If the work you request requires conduit; cutting and patching of finished walls, floors and/or ceilings; or structure modifications, you are responsible for arranging to have such work performed by other persons.

After each repair visit, you have the responsibility to reestablish the connection or verify proper functioning of any equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, fire and burglar alarms, meters, sensors, automatic dialers, answering devices, etc.) connected to your inside wiring. It is your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the diagnostic testing we perform, which may include disconnecting such equipment from inside wiring and/or disconnecting inside wiring from the network interface/optical network terminal. It is also your responsibility to ensure proper functioning of any services other than AT&T services, or to contact the company that provides such services.

CHARGES, TAXES AND FEES

Billing for LINE-BACKER/InLine/HWP Services begins on the effective date of coverage. See section below entitled "Effective date of Coverage." You agree to pay our current charges for LINE-BACKER/InLine/HWP Services as reflected on monthly bills, as well as taxes and fees assessed against either you or AT&T on those charges. Payment has the same due date and is subject to the same late payment charges as other items billed on your AT&T bill. For new orders, the monthly charge is as shown in your order confirmation and/or bill, and those documents are incorporated into this Agreement by reference (if ordered as part of a package of services, the price of the package is shown). For current prices, taxes or other applicable fees, check your AT&T bill or call the service center at the number listed on your bill.

EFFECTIVE DATE OF COVERAGE (Subject to Exclusions)

1) *When you order LINE-BACKER/InLine/HWP Services at the same time you order new AT&T service(s) (you do not have any existing AT&T services):*

The LINE-BACKER/InLine/HWP Plan is effective for the wiring used to provide the new AT&T service(s) immediately upon activation of the new AT&T service(s).

2) *When you order LINE-BACKER/InLine/HWP Services and you do have existing AT&T service(s):*

The LINE-BACKER/InLine/HWP Plan is effective for the wiring used to provide the existing AT&T service(s) on the date you place your order for the Plan. If you are also ordering new AT&T service(s)

at the same time, it is effective for the wiring used to provide the new AT&T service(s) immediately upon activation of the new AT&T service(s).*

3) *When you already have LINE-BACKER/InLine/HWP Services and you purchase new AT&T service(s):* The LINE-BACKER/InLine/HWP Plan is effective for the wiring used to provide the new AT&T service(s) immediately upon activation of the new AT&T service(s).*

*Note: If you order LINE-BACKER/InLine/HWP Services on the day of a repair visit, the Plan is effective for the wiring used to provide your existing AT&T service(s) on the day after the repairs are completed and is effective for the wiring used to provide any new AT&T service(s) immediately upon activation of the new AT&T service(s).

CANCELLATION OF SERVICE

You may cancel LINE-BACKER/InLine/HWP Services at any time by calling our service center, without incurring any cancellation charge or disconnect fee. Charges are prorated to the date service is cancelled. We may cancel your LINE-BACKER/InLine/HWP Services if you fail to timely pay the charges for the plan; if you repeatedly cause or permit damage to occur to Inside Wire or Covered Components; if a ruling, regulation, statute, or order issued or passed by a judicial, legislative or regulatory body causes AT&T to believe that these Terms and Conditions may be in conflict with such rules, regulations or orders; or if we decide, in our sole discretion, to cease providing LINE-BACKER/InLine/HWP Services in any particular geographic area, in all geographic areas, and/or under any particular circumstances or conditions.

LIMITED WARRANTY

Identification and isolation of the cause of trouble in an electronic or fiber network is sometimes difficult and time consuming, especially if the trouble is from multiple causes or is intermittent. Our sole responsibility under the LINE-BACKER/InLine/HWP Plan is to use reasonable skill, procedures and equipment to locate and fix the trouble on Inside Wire and Covered Components, or to isolate it to specific equipment (e.g., phones/soft phones, faxes, modems, computers, monitors, televisions, etc.).

Except as otherwise provided in these Terms and Conditions, if we are not successful in identifying or eliminating the problem, or if we do not perform a repair or replacement correctly, we will return to your premises to correct the covered repair or replacement at no additional charge. This warranty applies as long as you continue to subscribe to LINE-BACKER/InLine/HWP Services.

WE HEREBY EXPRESSLY DISCLAIM ALL AND ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES NOT EXPRESSLY GRANTED IN THESE TERMS AND CONDITIONS.

LIMITATION AND EXCLUSION OF LIABILITY

Neither we nor any of our affiliated companies, nor any of our or their officers, directors, employees, or agents will be liable for delays or failure to perform repairs due to circumstances beyond our reasonable control, including labor strikes or disputes, natural catastrophes, civil disturbances, weather, material shortages, terrorism, unusual work loads, acts of god, fire, flood, acts of any governmental body, or any other cause beyond our or their reasonable control. Our liability and their liability, in total, for damages caused by or arising out of a failure to perform the service covered by the LINE-BACKER/InLine/HWP Plan in a proper and timely manner, shall in no event exceed the lesser of (i) \$100, or (ii) the actual cost to repair, replace or install the Inside Wire and Covered Components (except to the extent additional monetary remedies are provided for in the dispute Resolution by Binding Arbitration provision below). Neither we nor any of our affiliated companies, nor any of our or their officers, directors, employees, or agents will be responsible or liable for defacement or damage to customer premises occasioned by drilling of holes, or in the attachment and removal of wiring and equipment with standard screws, staples, hooks, fasteners and adhesives when performed in a workmanlike manner.

NEITHER WE NOR ANY OF OUR AFFILIATED COMPANIES, NOR ANY OF OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF SERVICES COVERED UNDER THE LINE-BACKER/INLINE/HWP PLAN. IN ADDITION, NEITHER WE NOR ANY OF OUR AFFILIATED COMPANIES, NOR ANY OF OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS FOR THE MALFUNCTIONING OR NON-FUNCTIONING OF ANY APPARATUS CONNECTED TO YOUR INSIDE WIRE, SUCH AS AUTOMATIC DIALERS, FIRE AND BURGLAR ALARMS, METERS, SENSORS, ANSWERING DEVICES, TELEVISIONS, PERSONAL COMPUTERS, AND TELEPHONES.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OR EXCLUSIONS IN THE SECTIONS ABOVE ENTITLED "LIMITED WARRANTY" AND "LIMITATION AND EXCLUSION OF LIABILITY" MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION BY BINDING ARBITRATION

All disagreements and disputes between you and AT&T, of every kind, if not resolved by negotiations, shall be resolved by arbitration.

Summary of Arbitration Agreement (which is set forth below in detail): Most customer concerns can be resolved quickly and to the customer's satisfaction by calling AT&T's customer service center. **In the unlikely event that AT&T's customer service center is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral

arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, we will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what we have offered you to settle the dispute.

Arbitration Agreement:

- a) We and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

In this Arbitration Agreement, references to "we," "us," "our," "you," and "your" include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this agreement, you and we are each waiving the right to a trial by jury and to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to: AT&T Services, Inc., 208 S. Akard, Room 3100.04, Dallas, Texas 75202, Attn Customer Arbitration ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If we and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a form notice and a form to initiate arbitration from here: att.com/residentialarbitration

- c) After we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1.800.778.7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.
- d) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected; then we will:
- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

- e) The right to attorneys' fees and expenses discussed in this arbitration agreement supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award.
- f) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.
- g) Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any change to this arbitration agreement (other than a change to the Notice Address) during the period of time that the Agreement is in effect, you may reject any such change by sending us written notice within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

CHANGES TO TERMS AND CONDITIONS

We reserve the right to amend these Terms and Conditions and to change prices. We will notify you in advance of any increase in price or any amendment that would have a material effect on the LINE-BACKER/InLine/HWP Plan, by a message on your AT&T bill or by any other reasonable means. If you do not cancel LINE-BACKER/InLine/HWP Services prior to the effective date of such change, you will be bound by the new terms and/or charges until you do cancel.

GENERAL PROVISIONS

Except as provided in the dispute by Binding Arbitration provision, in the event any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

TRANSFERABILITY

AT&T may sell, assign or transfer your LINE-BACKER/InLine/HWP account and this Agreement to a third party without notice to you. You may not sell your LINE-BACKER/InLine/HWP account or this Agreement, and you may not assign or transfer your LINE-BACKER/InLine/HWP account or this Agreement without AT&T's written consent.

ENTIRETY OF AGREEMENT

NO REPRESENTATIVE OF AT&T HAS THE AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY TO YOU OTHER THAN THAT STATED IN WRITING IN THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN AT&T AND YOU CONCERNING THE PROVISION OF LINE-BACKER/INLINE/HWP SERVICES.

HELPFUL HINTS:

Troubleshooting You Can Perform Yourself

Please ensure your equipment is connected to any required electrical power supply and to the residential gateway, jack, cable outlet, and/or other appropriate connecting component. Also, refer to the materials provided to you at time of service installation or to online help for assistance in trouble diagnosis.

Services provided by:

AT&T Illinois, 225 W. Randolph St., Chicago, IL 60606
AT&T Indiana, 240 N. Meridian St., Indianapolis, IN 46204
AT&T Michigan, 444 Michigan Avenue, Detroit, MI 48226
AT&T Ohio, 45 Erieview Plaza, Cleveland, OH 44144
AT&T Wisconsin, 722 N. Broadway, Milwaukee, WI 53202

1 Inside Wire does not include horizontal or riser cable in the building. If you live in a multi-demararc building, in which a separate NID is installed for each unit (as opposed to a single demarc for the entire building), Inside Wire does include the wiring from your NID to the wiring inside the walls of your unit.

2 Covered Components may include wireless adapters, but only if they were installed by AT&T, in its sole discretion, in lieu of installing additional wiring. Covered Components may also include patch panels, but only if installed by AT&T. Covered Components do not include any customer premises equipment.

3 Repair services for the residential gateway, telephone adapters, and set-top boxes may be included as part of a rental agreement in the Terms of Service for the applicable AT&T U-verse service or may be available separately if the equipment is purchased.

AT&T U-VERSE® 911 ACKNOWLEDGEMENT

911 Acknowledgement

There are critical differences between 911 service with AT&T U-verse Voice and 911 service with traditional wireline telephone service.

Electrical Power. Historically, telephone service has been powered by electrical power within the telephone network. By contrast, AT&T U-verse Voice is powered by electrical power in your home.

1. If you have an Optical Network Terminal (ONT)—a box typically located on the side of your house or in your garage, where AT&T's fiber network terminates—you also have a power supply, typically located inside your garage, that powers the ONT. In addition, you have a Residential Gateway (RG) inside your home that uses electrical power to operate all your AT&T U-verse services. During a power outage, you will not be able to make or receive calls with AT&T U-verse Voice, including 911 calls, unless you have a functioning backup battery for both the ONT and the RG. To conserve battery power for AT&T U-verse Voice, **DO NOT** use any AT&T U-verse service other than AT&T U-verse Voice during the power outage. AT&T recommends that you use a corded phone with AT&T U-verse Voice during a power outage. (Cordless phones require electrical power to work and may not be equipped with backup batteries.) AT&T also recommends that you always have an alternative means of accessing 911 during a power outage, such as via a mobile phone.

2. If you do not have an ONT, you have one of the following devices:

a. A Network Interface Device (NID)—a box typically located on the side of your house or in your garage, where AT&T's network terminates. You do not have a power supply for the NID itself, because the NID is powered by electrical power within AT&T's network. However, if you have a NID, you do have a Residential Gateway (RG) inside your house that uses line home provided electrical power to operate all your AT&T U-verse services. During a power outage, you will not be able to make or receive calls, including 911 calls, unless you have a functioning backup battery for the RG. To conserve battery power for AT&T U-verse Voice, **DO NOT** use any AT&T U-verse service other than AT&T U-verse Voice during the power outage. AT&T recommends that you use a corded phone with AT&T U-verse Voice during a power outage. (Cordless phones require electrical power to work and may not be equipped with backup batteries.) AT&T also recommends that you always have an alternative means of accessing 911 during a power outage, such as via a mobile phone.

b. An Intelligent Network Interface Device (iNID)—which includes an outside unit, typically located on the side of your house or in your garage, where AT&T's network terminates, and an iNID power supply unit (iPSU), typically located inside your house or in an attached garage. This iPSU powers the iNID, and for AT&T U-verse Voice customers, the iPSU includes the backup battery and the housing in which the backup battery unit is contained. During a power outage, you will not be able to make or receive calls, including 911 calls, unless you have a functioning backup battery for the iNID, which otherwise operates on home provided electrical power. To conserve battery power for AT&T U-verse Voice, **DO NOT** use any AT&T U-verse service other than AT&T U-verse Voice during the power outage. AT&T recommends that you use a corded phone with AT&T U-verse Voice during a power outage. (Cordless phones require electrical power to work and may not be equipped with backup batteries.) AT&T also recommends that you always have an alternative means of accessing 911 during a power outage, such as via a mobile phone.

Broadband Network. AT&T U-verse Voice is provided to you over a broadband (Internet Protocol or "IP") network. If there is a broadband network outage, your AT&T U-verse Voice service will not function and you will not be able to make 911 calls with this service. AT&T recommends that you always have an alternative means of accessing 911 during a broadband outage, such as via a mobile phone.

Additional Limitations. Please note that AT&T U-verse Voice will work only in your home. You will not be able to make any calls, including 911 calls, from any other location, even if you move your Residential Gateway (RG) or an external Telephone Adapter (TA) to the new location.

I have read and understand that there are critical differences between 911 service with AT&T U-verse Voice and 911 service with traditional wireline telephone service. I have been advised which paragraph above, paragraph "1," paragraph "2a" or paragraph "2b," describes the electrical power differences applicable to my AT&T U-verse Voice service. In addition, I have been provided with stickers that describe differences and have been instructed to place the stickers on all telephones/equipment used for AT&T U-verse Voice service.

PRINTED NAME

ORDER # / CUSTOMER BILLING ACCOUNT NUMBER

No signature required on this copy; for your records only.

SIGNATURE / ACKNOWLEDGEMENT DATE

Notes

