



AT&T U-verse® TV and Digital Home Phone

Legal Guide

Midwest

Please retain for your records

Terms of Service

Privacy Policy

U-verse® TV Standard Rates

Inside Wire and Home Wiring Protection

Terms and Conditions

911 Acknowledgement

Aceptación del Servicio 911

Illinois Customer Service Standards

Michigan Dispute Resolution

Get answers 24/7

att.com/uversesupport

or talk live 800.288.2020

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

Effective January 2019

1. GENERAL AGREEMENT

The following Terms of Service, including any schedules hereto and any terms incorporated herein by reference (referred to as "TOS" or "Agreement") 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, LLC; Indiana Bell Telephone Company, Incorporated; Michigan Bell Telephone Company; Nevada Bell Telephone Company; The Ohio Bell Telephone Company; Wisconsin Bell, Inc.; or BellSouth Telecommunications, LLC (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 Phone service (f/k/a AT&T U-verse Voice) and/or AT&T U-verse TV service (individually and collectively referred to as "Services").

If you purchase AT&T Phone 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 and the attached Schedule 2. Your TOS also include the Acceptance Form for Terms of Service for Purchase and Use of AT&T Phone service and/or AT&T U-verse TV provided to you when Services are installed. Your TOS will continue to apply to your 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 an adult over the applicable age of majority (e.g., eighteen (18) years of age in most U.S. states and territories; nineteen (19) in Alabama and Nebraska; and twenty-one (21) in Mississippi and Puerto Rico – an "Adult") 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. 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 for 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 website, 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 800.288.2020.

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: att.com/uvversetermsofservice. 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, and such notice will be provided consistent with Notice provisions of this TOS. 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 will continue receiving Service under standard billing terms and these TOS unless you notify AT&T.

2. ACCEPTABLE USE AND PRIVACY POLICIES

Use of the Services is subject to the AT&T Acceptable Use Policy (available at <http://www.corp.att.com/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, a user ID, you are subject to the user ID Terms and Conditions (available at <http://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 <http://www.att.com/privacy>, addresses AT&T's use of account information and other information specific to your use of AT&T Services.

AT&T U-verse Services are provided for your non-commercial personal use only, and for your enjoyment in a private residential dwelling/office unit. You agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services. Further, 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 your AT&T U-verse TV service may not be rebroadcast, nor performed, nor may admission be charged for listening to or viewing AT&T U-verse TV service.

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, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. 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 by authorizing an Adult resident or guest to grant access to your premises you authorize any such Adult to act on your behalf, including accepting this TOS and any related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to the Services. You further understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. 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 allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any 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. For a list of additional charges and fees that could apply to the Service, please see www.att.com/VoiceUverseTVFees ("Fee Schedule"). The Fee Schedule is incorporated into this TOS by this reference. AT&T reserves the right to change fees and charges, increase or decrease fees and charges, or impose additional fees or charges without notice. 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. You agree that for each bill not paid in full by the payment due date, a Late Payment Charge of no more than \$10 per bill will be assessed (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the Fee Schedule to determine the Late Payment Charge amount applicable to your particular Service(s). For any check or other instrument (including credit card charge backs) returned unpaid for any reason, you will be charged a NSF/Returned Check Fee of no more than \$30 (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the Fee Schedule to determine the NSF/Returned Check Fee amount applicable to your particular Service(s).

Unpaid Past Due Charges and Consent to Contact. In the event you fail to pay AT&T or AT&T is unable to bill charges to your credit card, AT&T may assign unpaid late balances to a collections agency. You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to AT&T and to any and all telephone numbers billed on your account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. You agree to provide true, accurate, current and complete contact information to AT&T and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

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.

Data Usage. Use of certain services, including but not limited to AT&T U-verse TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, will count towards your internet usage allotment. For more information about the use of your residential High Speed Internet Service and the data plans that may apply to your service, how much data you use, and management of your data usage, please refer to www.att.com/internet-usage.

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 authorize AT&T to charge the account number provided for such automatic payment or electronic funds transfer plan. To cancel your authorization for automatic payment or electronic funds transfer, you must call 800.288.2020. You should also contact your card issuer or financial institution to advise that you have cancelled your enrollment. Also, if you opt out of automatic payment or electronic funds transfer, you may lose the benefits of any promotion(s) that requires such payments or transfers pursuant to the terms of the applicable promotion(s) and subject to applicable law.

Deposits, Fees and Limits. We may require you to make deposits 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 deposits unless required by law. We may require additional 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 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, and remain enrolled, 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, subject to applicable law, your effective date of cancellation will be the last day of your current billing cycle and you will receive Service until the end of your billing cycle (exceptions may apply to certain promotional periods and must be in writing). You will not receive a prorated credit or refund for any remaining days of Service in your billing cycle after termination. Your Service will continue until the end of the bill cycle. 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 800.288.2020).** You must register online to establish a personal AT&T My 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 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 60 days of the billing date by contacting Customer Service (800.288.2020). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by the customer.

Refunds. You authorize AT&T to use outside payment processing agencies or other companies for purposes of paying any refund owed to you, and you further authorize AT&T to sell, assign or otherwise transfer its refund rights and obligations under this Agreement to outside payment processing agencies or other companies. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under this Agreement, and such form may include a credit on your next statement, a check, or a prepaid debit card that may be subject to monthly service fees not to exceed \$2.95 per month and that are deducted from the amount of the refund.

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 website, 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 provided by AT&T may be new or fully inspected and tested. Any equipment or software that was not provided to you by AT&T, including batteries, is not the responsibility of AT&T, and AT&T will not provide support, or be responsible for ongoing maintenance of such equipment. Depending on your service address, your Services will include one of the following Equipment configurations:

- a. A Wi-Fi® Gateway ("WG") located inside your premises, and certain service-specific equipment set forth in Schedule 1 and/or Schedule 2 that is required for the Services to function (the WG and service-specific equipment herein collectively referred to as "Equipment"). If you do not purchase the Equipment from AT&T, you agree to pay a monthly equipment fee for the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Equipment fees may be included in your monthly charge for the Services or be charged separately (different taxes and surcharges may apply to the equipment fees, Service fees, and/or the equipment fee portion of the Service fees). Equipment fee/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 WG inside your premises, you may also have an Optical Network Terminal (“ONT”), which is a box that may be located inside your premises, on the outside of your premises, in a central location in a multi-tenant building, 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 will install your ONT device. 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 WG 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 and/or Schedule 2 that is required for the Services to function (the iNID and certain service-specific equipment therein collectively referred to as “Equipment”). If you do not purchase the Equipment from AT&T, you agree to pay a monthly equipment fee for the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Equipment fees may be included in your monthly charge for the Services or be charged separately. Equipment fee/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 the AT&T 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.

Battery Backup for WG. It is your responsibility to provide your own battery backup. You may choose to purchase battery backup for your WG from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup also see Schedule 1, section IV, for more information on Power Outages and No Battery Backup.

Battery Backup for ONT. It is your responsibility to provide for your own battery backup. You may choose to purchase battery backup for your ONT from third party manufacturers or retailers. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of battery backup. For more information and minimum specifications visit att.com/batterybackup.

Battery Backup for iNID. If there is an iNID at your premises AT&T provided the initial battery backup. All subsequent battery backups are the responsibility of the customer at the premises. For more information and minimum specifications visit att.com/batterybackup also see Schedule 1, section IV, for more information on Power Outages and No Battery Backup.

AT&T reserves the right to manage the AT&T Equipment during the time you are an AT&T 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, negligence, or use inconsistent with the TOS 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). You agree to use appropriate and reasonable care in using any and all Equipment.

AT&T will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, including the battery backup equipment used by AT&T customers. For more information and minimum specifications visit att.com/batterybackup.

Return of Equipment. Upon termination of the Services for whatever reason, you must return the Equipment, undamaged, within 21 calendar days to AT&T. If the Equipment is not returned within 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 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 90 days after termination. In addition to termination of service, these return of equipment provisions apply if your existing equipment is replaced or upgraded for any reason.

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 and Schedule 2.

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 800.288.2020; (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

Reduction/Suspension/Termination by AT&T. Your Services may be reduced, suspended or terminated if your payment is past due. AT&T may also reduce, suspend or terminate your Services if it is determined that there is previously unpaid, undisputed and outstanding debt for Service(s). Such reduction, suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While your Service(s) 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.

Minimum Service Fee. When your U-verse TV Service is suspended for non-payment, you will be placed in a minimum service package with reduced programming, for a one-time flat fee of \$9.99 ("Minimum Service Charge") subject to applicable law and except as may otherwise have been expressly agreed in writing. If AT&T reduces or suspends your Service for non-payment, you must pay all past due amounts in order to resume your U-verse TV Service at any level above the minimum service package.

Restoral Fee. In addition, to resume your Service at any level above the minimum service package you must also

pay an account Restoral Fee of \$35 (subject to applicable law and except as may otherwise have been expressly agreed in writing). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service from the minimum service package.

AT&T may immediately terminate all or a portion of your Service or reduce 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 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 of suspension or reduction 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 800.288.2020. You must pay service fees and other charges incurred through the termination date, including any Early Termination Fees that apply. If you lease 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 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 nonfrivolous 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 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.

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 OR 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: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("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 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/arbitration-forms.**

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 \$200 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 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 <https://www.adr.org>, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) 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, nontransferable, and nonexclusive 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.

Non-AT&T Software, Services or Applications. Your use of the Services may also include access to and use of software, services and/or applications which interact with the Services and which are provided by non-AT&T third parties, and, when applicable, those third-parties terms and conditions apply to your access to and use of such non-AT&T software, services and/or applications. AT&T is not liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any such software, services, and/or applications accessed through, or in conjunction with, the Service.

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 NONPERFORMANCE 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, (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 AND/OR (e) BATTERY BACKUP.

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 att.com/legal/terms.uverseAttTermsOfService.html, 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 or required by applicable law, notices by you to AT&T must be given by calling 800.288.2020 and such notices are effective as of the date that our records show we received your call.

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 website(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 website 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 PHONE

I. Service Description

AT&T Phone 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 printed directories and/or directory assistance databases, and options, available at additional costs, to have numbers withheld from 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 Phone 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).

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

II. Billing And Payments

For AT&T Phone service, nonrecurring 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. Phone200 plan). Partial minutes are rounded up for per-minute usage charges.

III. Service-Specific Equipment

AT&T Phone service requires a regular touchtone landline telephone, which you must supply and which must be connected to the WG or iNID, either directly or through your home's inside wiring. (Rotary and pulse phones will not work). The WG or iNID will support up to two AT&T Phone 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 Phone service within your premises or to any other physical location outside of the premises where it was installed by AT&T. AT&T Phone

service is not designed to be nomadic and will not function properly if the WG is moved or altered by a non-AT&T employee. If you require the WG 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 source, and correct Equipment configuration, AT&T does not guarantee that AT&T Phone 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 Phone service, including without limiting other limitations set forth in these TOS or otherwise, AT&T Phone service cannot be used to make operator-assisted collect or third-party billing calls (Note: a AT&T Phone customer can make a Collect call through a third party Collect Call company that separately handles and bills for the Collect call), nor can AT&T Phone service be used to make 900/976 calls; area code 500, 700, and 710 calls; 10-10-XXX dial-around calls; or international operator or directory assistance calls. Also, the ability to call certain N11 services (211, 311, 511) may not be available.

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 Phone service, or for other content maintained or transmitted by AT&T Phone 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 Phone and AT&T U-verse TV or in later iterations of the Services.

Power Outages and No Battery Backup. YOU ACKNOWLEDGE AND UNDERSTAND THAT AT&T PHONE REQUIRES ELECTRICAL POWER TO FUNCTION. AT&T DOES NOT PROVIDE BATTERY BACK UP FOR YOUR SERVICE. YOU MAY CHOOSE TO PURCHASE BATTERY BACKUP FOR YOUR iNID, WG, IAD* AND YOUR ONT (IF YOU HAVE ONE) FROM THIRD PARTY MANUFACTURERS OR RETAILERS. YOU ACKNOWLEDGE AND UNDERSTAND THAT IT WILL TAKE TIME TO CHARGE AN INITIAL BATTERY BACKUP AFTER AT&T PHONE 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 BATTERY BACKUP FOR ANY PURPOSE OTHER THAN TO POWER YOUR AT&T PHONE SERVICE (OR TO POWER YOUR INTERNET CONNECTION, FOR THE PURPOSE OF POWERING YOUR PREMISES ALARM, IF YOU HAVE AN IP-BASED PREMISES ALARM THAT USES AT&T INTERNET). YOU ACKNOWLEDGE AND UNDERSTAND THAT THE BATTERY BACKUP DOES NOT PROVIDE POWER FOR CORDLESS PHONES AND THAT, IF YOU ARE USING A CORDLESS PHONE WITH YOUR AT&T PHONE SERVICE, A SEPARATE BATTERY BACKUP 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, WG, IAD* AND ONT BATTERY BACKUP REQUIRES 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 BATTERY BACKUP OR OTHER SOURCES OF POWER FOR ANY CORDLESS PHONES YOU USE WITH YOUR PHONE SERVICE. FOR MORE INFORMATION AND MINIMUM SPECIFICATIONS VISIT ATT.COM/BATTERYBACKUP.

*IAD applies only in the AT&T U-verse TV and AT&T Phone Terms of Service for Business.

V. AT&T Phone 911 Limitations

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

AT&T MAKES NO WARRANTY THAT AT&T PHONE 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 PHONE SERVICE IS ONLY AVAILABLE AT YOUR SERVICE ADDRESS, WHILE CONNECTED

TO A PROPERLY POWERED INID, OR WG (AND A PROPERLY POWERED ONT, IF APPLICABLE) AND AFTER AT&T PHONE HAS BEEN ACTIVATED.

911 SERVICE OVER AT&T PHONE SERVICE WILL NOT FUNCTION IF YOUR INID OR WG FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR AT&T PHONE SERVICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE (UNLESS YOU HAVE WORKING BATTERY BACKUP POWER), NETWORK OUTAGE, BROADBAND CONNECTION FAILURE, 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 PHONE 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 PHONE 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 PHONE 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 PHONE SERVICE OR ANY FAILURE OR OUTAGE OF THE 911 NETWORK ITSELF.

VI. Premise Alarm Systems and Other Device Compatibility

AT&T MAKES NO WARRANTY THAT (i) AT&T PHONE 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) ANY BATTERY BACKUP POWER EQUIPMENT YOU MAY PURCHASE WILL BE SUFFICIENT TO MAINTAIN YOUR AT&T PHONE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES. SEE MANUFACTURER INFORMATION FOR BATTERY LIFE DURING A POWER OUTAGE. YOU ARE RESPONSIBLE FOR PURCHASING AND MAINTAINING ANY DESIRED BATTERY BACKUP EQUIPMENT.

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

ONCE AT&T PHONE SERVICE 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 WG 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 WG. YOU ACKNOWLEDGE AND UNDERSTAND THAT IF YOU CHANGE OR MODIFY YOUR INSIDE WIRING, MOVE OR RECONFIGURE YOUR WG IN ANY WAY, OR PLUG ANY TELEPHONE EQUIPMENT INTO THE BACK OF THE WG IT COULD RESULT IN A FAILURE OF YOUR MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM.

BY ACCEPTING THESE TOS, YOU USE AT&T PHONE 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 PHONE SERVICE.

VII. Local Number Portability

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

VIII. Voicemail

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

In addition, the Voicemail service allows you the option to integrate your AT&T wireless service voice mailbox with your AT&T Phone Voicemail mailbox. (Wireless service from AT&T must be separately purchased.) Calls forwarded to your Voicemail 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 Voicemail voice mailbox. Your pager can have either an email address or your pager can have a telephone number associated with it and must be set up through the Voicemail mailbox. Paging service and equipment must be purchased separately. Other restrictions may apply.

Voicemail may include a Voicemail-to-Text (VMTT) feature that provides automated transcription of your voicemail. AT&T is not responsible nor liable for: 1) errors in the conversion of or its inability to transcribe voicemail messages to text/email; 2) lost or misdirected messages; or 3) content that is unlawful, harmful, threatening, abusive, obscene, tortious, or otherwise objectionable. We do not filter, edit or control voice, text, or email messages, or guarantee the security of messages. We can interrupt, restrict or terminate VMTT without notice, if your use of VMTT adversely impacts AT&T's network, for example that could occur from abnormal calling patterns or an unusually large number of repeated calls and messages; or if your use is otherwise abusive, fraudulent, or does not comply with the law.

You are solely responsible for and will comply with all applicable laws as to the content of any text messages or emails you receive from VMTT that you forward or include in a reply to any other person. You authorize AT&T or a third party working on AT&T's behalf to listen to, and transcribe all or part of a voicemail message and to convert such voicemail message into text/email, and to use voicemail messages and transcriptions to enhance, train and improve AT&T's speech recognition and transcription services, software and equipment. You agree that the results of benchmarking VMTT against competing products or services is AT&T confidential information requiring AT&T written consent to disclose in accordance with the BSA or RSA as may be applicable to you. Additional charges may apply to receiving email on your wireless device from VMTT, as well as, replying to or forwarding VMTT messages via SMS (text) or email, depending on your plan. Transcription times cannot be guaranteed. You are responsible for providing a correct email address and updating the email address when changes to the email account are made.

IX. Prohibited Uses of AT&T Phone Service

You agree that you will NOT use AT&T Phone 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 Phone service to a device which converts use of the Service to an outbound trunk line by more than one individual is prohibited. If AT&T determines, in its sole discretion, that you are reselling or transferring AT&T Phone service or that you are using AT&T Phone 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 call 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 herewith, consistent monthly use 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 Voicemail, which is provided as an integral component of AT&T Phone service and is designed as a voicemail, not an announcement, service. Use of

Voicemail 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 Phone 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 Phone service or transfer your AT&T Phone service to a different telephone number without penalty, upon reasonable notice, if AT&T stops providing AT&T Phone service either generally or in your area, if at any time 911 service over AT&T Phone 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 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 Phone service. Suspension (but not termination) of AT&T Phone service still allows (assuming working battery backup during power outage) 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 subaccount holder thereafter.

XI. What Terms Only Apply To Specific States?

North Carolina. If you reside in Durham or Concord, your Service may not include a telephone number or numbers in printed directories and/or directory assistance databases, and you may not have the option to have numbers withheld from printed directories and/or directory assistance databases.

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 12 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, nonrecurring 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 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"), which is valued at \$10 per month and included in the service fee on your monthly invoice, and, if applicable, a Wireless Access Point ("WAP") to provide connection for a wireless Receiver. You may request additional Receivers and limits on the number of available Receivers for a household may apply. Additional equipment fees or other fees may apply to all AT&T U-verse TV equipment, including, but not limited to, the Receiver(s). Receivers are subject to all applicable taxes, fees and surcharges.

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 Phone service, Caller ID information for AT&T Phone 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.formed except as permitted by the "fair use" provisions of the U.S. copyright laws.

AT&T PRIVACY POLICY

(Please consult att.com/privacy for the most up to date version of our Privacy Policy)

About Our Privacy Policy

Whenever you do something like buy one of our products, watch a show or download an app, information is created. Because we know your privacy is important, we have a Privacy Policy to explain how we collect, use and protect that information. There's a quick summary below, and the actual policy is written in an easy to understand "Frequently Asked Questions" (FAQ) format. We want to simplify this explanation, so you can make informed choices about your privacy, and then spend the rest of your time enjoying our products and services.

Effective July 21, 2018

A Quick Summary of Our Privacy Policy

Our Privacy Policy applies to your use of all products, services and websites offered by AT&T and our AT&T affiliates, such as DIRECTV, unless they have a different privacy policy. Because some apps, including some AT&T and DTV branded apps, require additional information, or use information in different ways, they may have their own privacy policies and/or terms and conditions. These apps may also offer you additional choices for managing your personal information.

Our privacy commitments

- We don't sell your Personal Information to anyone for any purpose. Period.
- We keep your Personal Information in our business records while you are a customer, or until it is no longer needed for business, tax or legal purposes.
- We will keep your information safe using encryption or other appropriate security controls.

Here's some of the information we collect:

- **Account Information** includes your name, address, telephone number, e-mail address, service-related details such as payment data, security codes, service history and other information like that;
- **Network Performance & Usage Information** tells us how you use our networks, our products and our services, and how well our equipment and networks are performing;
- **Web Browsing & Wireless Application Information** tells us about the websites you visit and the mobile applications you use on our networks;
- **Location Information** tells us where your wireless device is located, as well as your ZIP-code and street address;
- **TV Viewing Information** tells us about which programs you watch and record and similar information about how you use our video services and applications.

Here are the three basic ways we collect it:

- We get information from you when you do things like make a purchase from us;
- We collect it from how you use our products and services;
- We obtain information from other sources, like credit agencies, marketing companies, and other service providers.

Here are just some of the ways we use it. To:

- Provide services and improve your customer experience;
- Send you bills for your services;
- Respond to your questions;
- Address network integrity, help in fraud prevention and network and device security issues;
- Do research and analysis to maintain, protect, develop and improve our networks and services;
- Let you know about service updates, content, offers and promotions that may be of interest to you;
- Improve entertainment options;
- Deliver Relevant Advertising;
- Create External Marketing & Analytics Reports;
- Assist in the prevention and investigation of illegal activities and violations of our Terms of Service or Acceptable Use Policies.

Some examples of who we share your Personal Information with:

- **Across our companies** to give you the best customer experience and to help you get everything we have to offer.
- **Other, non-AT&T companies that perform services on our behalf** only as needed for them to perform those services. We require them to protect your information consistent with our Policy.
- **Other companies and entities, to:**
 - Respond to 911 requests and other emergencies or exigencies;
 - Comply with court orders and other legal process;
 - Assist with identity verification, and preventing fraud and identity theft;
 - Enforce our agreements and property rights; and
 - Obtain payment for products and services including the transfer or sale of delinquent accounts to third parties for collection

Understanding Personal, Anonymous & Aggregate Information

- What is Personal Information? Information that identifies or reasonably can be used to identify you.
- What is Anonymous Information? This is information that doesn't identify you and can't reasonably be used to identify you specifically.
- What is Aggregate Information? We take a whole bunch of people's data and combine it into anonymous groups or categories.
- How do we use this information? We use and share this information in many ways including research, analysis, retail marketing, and Relevant Advertising. This data is also included in External Marketing & Analytics Reports.
- Want to learn more? Please visit att.com/aggregatefaq.

Our Online Privacy Policy for Children

- We want you to know that we don't knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from the child's parent or legal guardian.

Your Choices & Controls

- For information about children's safety and parental controls, view our AT&T Smart Controls and DIRECTV Parental Controls at att.net/smartcontrols
- You have choices about certain types of advertising you get from us;
- You can control whether your anonymous information is used in our External Marketing & Analytics Reports;
- You can choose whether to receive marketing calls, e-mails, text messages or certain other communications from us;
- You have a choice about how we use your Customer Proprietary Network Information;

Visit our Privacy Policy sections for more information.

- Definitions
- Scope of this Policy
- The Information We Collect, How We Collect It, And How We Use It
- Information Sharing
- Online Activity Tracking and Advertising
- Location Information
- Aggregate and Anonymous Information
- External Marketing & Analytics Reports
- Online Privacy Policy for Children
- Data Protection & Security
- Changes
- Choices & Controls
- How to Contact Us

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 their direct marketing purposes. As stated in this Privacy Policy, we will not sell your Personal Information to other companies and we will not share it with other companies for them to use for their own marketing purposes without your consent.

California Web Site Data Collection & "Do Not Track" Notices

Web Site Data Collection: We do not knowingly allow other parties to collect personally identifiable information about your online activities over time and across third-party web sites when you use our websites and services. We provide information about the opt-out choices available to customers, and the opt-out choices provided by certain third-party website and mobile application analytics companies we use at att.com/yourchoices.

"Do Not Track" Notice: Because the providers of "do not track" and similar signals do not yet operate according to common, industry-accepted standards, we currently do not respond to those signals. For more information on Do Not Track, please visit www.allaboutdnt.com.

California customers who wish to request further information about our compliance with these requirements, 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, Chief Privacy Office, 208 S. Akard, Room 1033, Dallas, TX 75202.

AT&T Privacy Policy

Our AT&T Privacy Policy in easy to understand, FAQ format.

We understand that everyone thinks that privacy policies are long, complicated and difficult to understand. So we're going to try to make this as simple as possible.

What is the purpose of AT&T's Privacy Policy?

Whenever you do something like buy or use one of our products or services or visit our websites, information is created. Because we know privacy is important to you, we have the AT&T Privacy Policy to explain how we collect, use, protect, and share that created information. Thus, the main purpose of the Policy is to help you understand our relationship and how we are able to deliver and improve the services we offer.

How should this Policy be used?

We encourage you to read the whole policy so you will understand fully our relationship.

DEFINITIONS

Let's start with what we mean when we say:

Aggregate Information: We combine individual information into anonymous groups of customers or users. One way to think of it is in terms of a survey or opinion poll. Aggregate information would tell you that 80 percent of the people voted for a candidate, but not who actually voted. These groups are large enough to reasonably prevent individuals from being identified.

Anonymous Information: Information that doesn't directly identify and can't reasonably be used to identify an individual customer or user.

AT&T: Throughout this Policy, references to "AT&T," "we," "us," and "our" include the family of AT&T companies around the world except affiliates who have a separate privacy policy.

Customer: Anyone who purchases or uses our products or services. When a customer purchases retail products or services for use by others, like a family account, those family members also are customers.

Mobile Application: A software application that runs on smartphones, tablet computers or other mobile devices and that allows users to access a variety of services and information.

Personal Information: Information that directly identifies or reasonably can be used to figure out the identity of a customer or user, such as your name, address, phone number and e-mail address. Personal Information does not include published listing information.

Relevant Advertising: Creates aggregate audience segments based on non-personally identifiable information about customers (like age, ethnicity, income range, a particular geographic area, and their interests) to serve advertising that is more likely to be useful to those audience segments. "Online behavioral advertising" is one type of Relevant Advertising. It uses interest categories based on the websites visited by people who are not personally identified to deliver advertising online.

Third-Party Services: Services from third-party service providers other than AT&T, such as banks or roadside assistance companies.

User: Anyone who visits our websites or uses our mobile applications.

Website: And other terms like "Internet site," "site" and "web page" all mean the same thing, namely any page or location on the Internet, no matter what device (cell phone, tablet, laptop, PC, etc.) or protocol (http, WAP, ftp or other) is used to access the page or location.

QUESTIONS ABOUT THE SCOPE OF THIS POLICY

1. To whom does the Policy apply?
This Privacy Policy applies to customers and users of AT&T products, and services, except customers and users of products or services provided by an affiliate with a different privacy policy.
2. What does this Policy cover?
This Privacy Policy covers our practices regarding the information we collect about our customers and users (how we collect it and how we use it). Use of our products and services, as well as visits to our websites, are subject to this Privacy Policy.
3. Do you have any Privacy Policies other than this one?
Yes. Some AT&T affiliates or applications may have separate privacy policies that describe how they collect, use and share information they collect from their customers and users. When we share Personal Information with those affiliates or combine it with information from those applications we protect it in a way consistent with this Privacy Policy.
Additionally, some of our applications may have terms and conditions that describe other privacy commitments or choices in addition to those in this Privacy Policy.
Some areas outside the United States require us to work a little differently. In that case, we may adopt separate privacy policies as necessary to reflect the requirements of applicable local laws.
The Joint AT&T EchoStar Privacy Policy for AT&T/DISH Network Customer Account Information remains in effect for AT&T/DISH subscribers.
4. What about my family members and other users of my AT&T account? Does this Policy apply to them?
Yes. You're responsible for making sure all family members or other users under your account understand and agree to this Policy. Get everyone together and talk about it. Or, send it by e-mail to make sure they're on board. Hang it on the fridge. Up to you, just share it!
5. When is information not covered by this Policy?
If you purchase or use the products or services of an AT&T affiliate that has a different privacy policy than this one, that privacy policy will apply.

Additionally, this Privacy Policy does not apply any time you give information to companies other than AT&T. Some examples are:

- o When you use a non-AT&T Wi-Fi service;
 - o When you download applications or make purchases from other companies while using our Internet or wireless services;
 - o When you go to a non-AT&T website from one of our websites or applications (by clicking on a link or an advertisement, for example);
 - o When you give your information to another company through a website co-branded by AT&T but controlled by the other company
 - o If you use public forums - such as social networking services, Internet bulletin boards, chat rooms, or blogs - the information is publicly available, and we cannot prevent distribution and use of that information by other parties;
 - o Information about your location, usage and the numbers you dial when you're out and about and roaming on the network of another company;
 - o When you purchase or use non-AT&T products (such as wireless devices, internet browsers and mobile applications) in combination with our services;
 - o When we license our brand to other companies for their use in marketing and selling certain non-AT&T products and services, information you give those companies is not covered by this Policy.
6. Can my information be covered by this policy and other privacy policies at the same time?
Yes, that can happen. For example:

Sometimes we will work with other, unaffiliated companies to provide a service. In that case your information may be subject to this Policy and that of the other company. For example, if you purchase one of our products or services from a retailer like Best Buy or Amazon.com, any information you provide to them may be subject to both their policy and ours.

If you connect to our Wi-Fi service through another network, such as one provided in a hotel, airport or other venue, any information collected from your use of that network could be subject to either the AT&T Privacy Policy or the venue policy, and sometimes both. The same thing applies if you connect to our network through your employer's corporate network, or any network operated by a non-AT&T company.

We think it's a great idea to take a look at the privacy policies of any companies you do business with to learn how they use your information.

7. What about business customers?
We may have written product or service agreements with our business customers that contain specific provisions about confidentiality, security or handling of information. When one of these agreements differs from or conflicts with this Policy, the terms of those agreements 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 you collect?
We may collect different types of information based on your use of our products and services and on our business relationship with you.
- o **Account Information:**
 - **Contact Information** that allows us to communicate with you. We get this information when you order or register for our services. This would include information like your name, address, telephone number and e-mail address.
 - **Billing Information** related to your financial relationship with us, such as the services we provide to you, the telephone numbers you call and text, your payment history, your credit history, your credit card numbers, Social Security number, security codes and your service history.
 - o **Technical & Usage Information** related to the services we provide to you, including information about how you use our network, services, products or websites. Some examples include:
 - **Equipment Information** that identifies the equipment on our networks, such as equipment type, device identifiers, device status, serial numbers, settings, configuration and software.
 - **Network Performance & Usage Information** about the operation of the equipment, services and applications you use on our networks. Examples of this might include wireless device location, the number of text messages sent and received, voice minutes used, calling and texting records, bandwidth used, and resources you use when uploading, downloading or streaming data to and from the Internet. We also collect information like transmission rates and delays, data associated with remote monitoring services and security characteristics.
 - Some Network Performance & Usage Information and some Billing Information is **Customer Proprietary Network Information or "CPNI."** Unique rules apply to CPNI. Go to att.com/yourCPNI

to learn more about what it is, how we use it and the choice you can make about that use.

- **Web Browsing & Mobile Application Information** such as IP addresses, URLs, data transmission rates and delays. We also learn about the pages you visit, the time you spend, the links or advertisements you see and follow, the search terms you enter, how often you open an application, how long you spend using the app and other similar information.

- **Location Information** includes your ZIP-code and street address, as well as the whereabouts of your wireless device. Location information is generated when your device communicates with cell towers, Wi-Fi routers or access points and/or with other technologies, including the satellites that comprise the Global Positioning System.
- **TV Viewing Information** is generated by your use of any of our satellite or IPTV (U-verse) services. These services may include video on demand, pay per view, DVR services, applications to watch your TV on the go for tablet or smartphone (such as the TV Everywhere app) and similar AT&T services and products, including the programs and channels you and those in your household watch and record, the times you watch and how long you watch. It also includes information like the interactive channels and games provided by U-verse or DirectTV. We also collect information related to your use and interaction with the equipment in your home, including the TV receivers, set top boxes, remotes and other devices you may use to access our services.

2. How Do You Collect Information?

In three basic ways:

- **You Give It To Us** when you make a purchase or set up an account with us;
- **We Automatically Collect Information** when you use our networks, products and services. For example, we use network tools to collect your call records; we collect wireless device location from our network and from your device; and we also use cookies (go to att.com/cookieotechnology), web server logs and other technologies.
- **We Obtain Information from Outside Sources** like credit reports, marketing mailing lists, and commercially available geographic and demographic information along with other publicly available information, such as public posts to social networking sites.

3. How Do You Use This Information?

We use your information to improve your experience and to make our business stronger. Some examples include:

- Providing and managing your services, responding to your questions and addressing problems;
- Delivering customized content or advertising, such as personalized offers for products and services that may be of interest to you;
- Communicating service updates, offers and promotions;
- Protecting network integrity and security, ensuring quality control, optimizing capacity and preventing misuse;
- Network enhancement planning, engineering and technical support;
- Conducting research and analysis for maintaining, protecting and developing our networks and our services;
- Preventing illegal activities, suspected fraud, and potential threats to our networks and our customers' networks;
- Investigating violations of our Terms of Service, Acceptable Use Policies, or other service conditions or restrictions; and
- Protecting the safety of any person.

4. Do you use the information I store using one of your cloud services?

We only use it to provide you with that service, unless we first get your permission to use it for something different.

QUESTIONS ABOUT INFORMATION SHARING

1. Do you provide information for phone books and Caller ID?

Yes and No.

Yes, we share the names, addresses and telephone numbers of our wireline telephone and U-verse Voice customers with businesses that publish directories and provide directory assistance services. We are required by law to do that. You may contact us and we honor your request for non-published or non-listed phone numbers. Once we provide published listing information to those businesses, they may use, sort, package, repackage and make it available again in different formats to anyone.

Yes, we also provide wireline and wireless calling name and number information for Caller ID, and related services like Call Trace, which allow a person receiving a call to obtain the name and number of the party calling them.

No, we do not give listing information for wireless numbers to phone book publishers or directory assistance services without your permission.

2. Do you share my Personal Information internally?

Yes. Our products and services are developed, managed, marketed and sold by a variety of our affiliated companies. We may share Personal Information internally, including with our affiliated companies that have different privacy policies. When we do this we require the affiliated company or companies to protect the Personal Information in a way consistent with this Privacy Policy. We may also combine Personal Information with data derived from an application that has a different privacy policy. When we do that, this Privacy Policy applies to the combined data set. Sharing information in these ways helps us offer you the high quality, seamless and innovative range of products you have come to expect from us. Some of these include:

- o Wireless voice, data, Internet, home security, automation and remote monitoring services provided by AT&T Mobility and AT&T Digital Life; and
- o The suite of satellite and IPTV services, Voice and High Speed Internet Access services offered by our companies.

If the affiliate relationship with one of our AT&T subsidiaries is not clear, information sharing with that subsidiary is handled as though it is a non-AT&T company. The relationship between AT&T branded companies can typically be identified through the use of the AT&T name or brand, the use of the AT&T "globe" logo, or through advertising, cross-promotional offers, or widely reported news or information in the press or social media that highlights the company as an AT&T affiliate (like our highly publicized merger with the Time Warner family, now called WarnerMedia See more at att.com/WMAffiliate). Affiliated companies that are not publicly recognized as part of the AT&T family of companies are treated as though they are non-AT&T companies for purposes of information sharing under this policy.

3. Do you share my Personal Information with other non-AT&T companies for them to market to me? We will only share your Personal Information with other non-AT&T companies for them to use for the marketing of their own products and services when we have your consent.
4. Are there any other times when you might provide my Personal Information to other, non-AT&T companies or entities?

Yes. We share your Personal Information with other, non-AT&T companies that perform services for us, like processing your bill. Because we take our responsibility to safeguard your Personal Information seriously, we do not allow those companies to use it for any purpose other than to perform those services, and we require them to protect it in a way consistent with this Privacy Policy.

Companies that perform these services may be located outside the United States or the jurisdiction where you reside. If your Personal Information is shared with these companies, it could be accessible to government authorities according to the laws that govern those jurisdictions.

There are also occasions when we provide Personal Information to other non-AT&T companies or other entities, such as government agencies, credit bureaus and collection agencies, without your consent. Some examples include sharing to:

- o 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;
 - o Obtain payment or make refunds for products and services that appear on your AT&T billing statements, including the transfer or sale of delinquent accounts or refund obligations to third parties for collection or payment;
 - o Enforce our agreements and protect our rights or property;
 - o Assist with identity verification and e-mail address validation;
 - o Respond to lawful requests by public authorities, including to meet national security or law enforcement requirements;
 - o Notify, respond or provide information (including location information) to a responsible governmental entity in emergency or exigent circumstances or in situations involving immediate danger of death or serious physical injury; and
 - o 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.
5. Do you share my personally identifiable TV Viewing Information with other, non-AT&T companies? We don't share your personally identifiable TV Viewing Information with other, non-AT&T companies for them to use for the marketing of their own products and services without your consent. We are required to notify you about the special requirements we must follow when it comes to sharing your personally identifiable TV Viewing Information in response to a Court Order:

Notice Regarding Disclosure of Personally Identifiable Information of Satellite and IPTV Subscribers in Response to A Court Order

- o In the case of a court order obtained by a non-governmental entity, we are authorized to disclose personally identifiable information collected from TV subscribers as a result of the subscriber's use of TV service only after providing prior notice to the subscriber.
- o In the case of a court order obtained by a governmental entity, we are authorized to disclose personally

identifiable information collected from TV subscribers as a result of the subscriber's use of 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
- We have provided notice to the subscriber as required by applicable state law.

QUESTIONS ABOUT MY INFORMATION & ADVERTISING

1. Do you use my information to send me advertising?

Yes. We may use information like the preferences you have expressed and interests you have demonstrated on our websites, in our stores and through use of our products and services, to provide you with marketing information and advertisements for our products and services. Those ads may be delivered on our websites and mobile applications. This is called "first party" advertising. It is part of our service relationship and you are not able to opt-out from this type of advertising.

We or our advertising partners may use anonymous information gathered through cookies and similar technologies (available at att.com/cookieotechnology), as well as other anonymous and aggregate information that either of us may have to help us tailor the ads you see on non-AT&T sites. For example, if you see an ad from us on a non-AT&T sports-related website, you may later receive an ad for sporting equipment delivered by us on a different website. This is called Online Behavioral Advertising, which is a type of Relevant Advertising.

2. Do you use my information for other types of Relevant Advertising?

Yes. We may also use information we get through your use of our products and services, from our advertising partners, and information like your age and gender to deliver Relevant Advertising that is not Online Behavioral Advertising. We combine your anonymous information with that of other users into aggregate "audience segments." These segments are based on particular interests and/or factual characteristics that everyone in that audience segment is likely to share. We might use that information to send you advertisements that are relevant to those interests or characteristics. We are careful to only use non-personally identifiable information to create Relevant Advertising with aggregate audience segments that are large enough that you can't be identified individually.

3. Do you use the location of my device for advertising purposes?

Yes. We use information about the locations you visit in order to create combined wireless location interest characteristics that can be used to provide Relevant Advertising to you and others like you.

Location characteristics are types of locations - like "movie theaters." People who live in a particular geographic area (a city, ZIP-code or ZIP+ 4 code, for example) might appear to have a high interest in movies, thanks to collective information that shows wireless devices from that area are often located in the vicinity of movie theaters. We might create a "movies characteristic" for that area, and deliver movie ads to the people who live there. We may associate your wireless device with a particular geographic area, such as a city, ZIP-code, or ZIP + 4 code, based on your billing address or the cell towers you connect with most frequently.

In addition to other privacy protections, the process we use to create our audience segment includes a requirement that the ZIP + 4 or other geographic area to which a wireless location is assigned must contain a minimum of 25 households. ZIP + 4 codes with less than 25 households are combined with other ZIP + 4 codes to satisfy this requirement.

4. What's in it for me?

Just like the name says, you get advertising that's more relevant to your interests. For example, if a particular audience segment, like adults between the ages of 21 and 25 with a certain income range, has demonstrated a greater interest in movies than other segments, we might send them a movie ad for a movie geared toward young adults. This is just one way we deliver content that's more relevant.

5. How do you use information about the programs I watch on TV to advertise to me?

We combine information about the shows that our customers are watching with their common interests to help us figure out what types of advertising they might be interested in seeing.

It sometimes works like this: We look at the group of people watching a particular show. We identify common characteristics within that group. We use those characteristics to identify and deliver advertising that might be most relevant to watchers of that TV show. We might also deliver that same advertising during shows that appear to have similar audiences.

6. Do I ever have a chance to tell you what I'm personally interested in?

Yes. With some programs offered or powered by AT&T you can sign up to receive text-message offers from businesses that are near your current location and match the interests you've selected. You can change your mind at any time and stop participating in these programs.

7. What information do you provide to advertisers?

We may provide reports to advertisers and other business customers about the success of its advertising campaigns. Those reports contain aggregate information about the number of times a particular ad was viewed, when it was viewed, whether it was viewed on a TV, a mobile device or a computer, demographics associated with the viewing audience and other similar information. Your anonymous information will not be included in aggregate reports about the success of Relevant Advertising campaigns if you have opted-out of Relevant Advertising delivered by AT&T.

QUESTIONS ABOUT LOCATION INFORMATION

1. What is location information?

Exactly what it sounds like! It includes your ZIP-code and street address, as well as the whereabouts of your wireless device.

2. How is it used?

We use it in all kinds of ways, here are some examples:

o **We Provide Wireless Voice and Data Services:** We monitor, collect and use wireless location information, together with other information we get from our network and your wireless device, to maintain and improve our network. We also might use location information with your consent to provide you with a customized experience. For example, when you dial 411 Directory Assistance for a business telephone number, we might use your wireless location information to return the number of the business location closest to you.

o **Location Based Services (LBS):** Your device can be used to access a ton of services based on location. We offer these services via applications that have been pre-loaded or downloaded by you on your device. LBS also may be provided via text message or other functionality. We'll give you prior notice and ask for your consent when your location is used or shared. The form of consent may vary, but will be appropriate for the type of LBS you use.

o **LBS from other providers:** With your consent (to us or the other company) we also may enable LBS from other companies by providing location information to their developers or location service providers.

o We use it for **Advertising**.

3. How accurate is wireless location information?

It depends on the technology we're using. For example, we can locate your device based on the cell tower that's serving you. The range could be up to 1,000 meters in any direction from the tower in urban areas, and up to 10,000 meters in rural areas. Wi-Fi networks provide more accurate location information, associating you with the place where the network is located - like a coffee shop - or to an area within or around that place.

Services such as 411, 911, a "friend locator" application or a navigation/mapping application, require more precise information. So for those we develop a more precise estimate of location by associating the serving cell tower ID with other information, like the latitude and longitude of the tower, radio frequency parameters, GPS information and timing differences in radio signals. Depending on a variety of factors, those methods may estimate the location of your device to within 30 to 1000 meters.

4. Are you the only ones who can locate my wireless device?

Other companies may also be able to locate your device. For example, your handset manufacturer and your operating system provider may be able to locate your device. If you download mobile applications, those apps may be able to obtain your location directly from your handset or the operating system.

Mobile applications that give you access to your employer's network may also give your employer the ability to locate your device.

We urge you to review policies of all providers.

QUESTIONS ABOUT AGGREGATE AND ANONYMOUS INFORMATION

1. Where do you get anonymous information?

Sometimes we'll collect information about how you use our products using cookies and other similar technologies (visit att.com/cookieotechnology). This information doesn't include your Personal Information and is considered anonymous.

When we collect information that identifies you personally, we may anonymize it for certain purposes. We remove data fields (such as name, address and telephone number) that can reasonably be used to identify you. We also use a variety of statistical techniques and operational controls to anonymize data. Anonymizing information is one of the tools we use to protect your privacy.

2. Tell me more about aggregate information.

Aggregate information is a form of anonymous information. We combine data that meet certain criteria into anonymous groups. For example, we might want to compare how customers in Beverly Hills, CA (or any city, county or ZIP-code) use their cell phones to how customers in Boulder, CO use their cell phones.

In order to do that, we would combine customer data in each of the geographies into anonymous groups and look at all that aggregate data to understand how the two groups are different or similar.

3. Do you share anonymous or aggregate information?

Yes, we may share this information with other companies and entities for specific uses, which may include:

- o 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;
- o Municipalities, government or other entities that may use this data for purposes such as municipal and transportation planning, and emergency and disaster response coordination.

We share this information in external reports like our External Marketing & Analytics Reports and Metric Reports.

QUESTIONS ABOUT EXTERNAL MARKETING AND ANALYTICS REPORTS

1. Tell me more about the External Marketing & Analytics Program.

We use aggregate information to create External Marketing & Analytics Reports that we may sell to other companies for their own marketing, advertising or other similar uses.

These reports may be a combination of information from wireless and Wi-Fi locations, TV Viewing, calling and texting records, website browsing and mobile application usage and other information we have about you and other customers. You have a choice about whether your anonymous information is included in the reports that we sell or provide to other companies.

Some examples of External Marketing & Analytics Reports include:

- o Reports for retail businesses that show the number of wireless devices in or near their store locations by time of day and day of the week, together with demographic characteristics or other information about the users (such as device type, age or gender) in those groups.
- o Reports that combine anonymous TV Viewing behaviors with other aggregate information we may have about our subscribers to create reports that would help a TV network better understand the audiences that are viewing their programs, those that are not, how frequently they watch, when they watch and other similar information; and
- o Reports for device manufacturers that combine information such as device type, make and model with demographic and regional location information to reflect the popularity of particular device types with various customer segments.

2. Do you provide companies with individual anonymous data as part of your External Marketing & Analytics Program?

Yes. For example, we might share anonymous TV Viewing Information with media research companies that combine this data with other information to provide audience analysis services about what shows certain audience segments are watching. When we provide individual anonymous information to businesses, we require that they only use it to compile aggregate reports, and for no other purpose. We also require businesses to agree they will not attempt to identify any person using this information, and that they will handle it in a secure manner, consistent with this Policy.

3. Do you use my anonymous information in other types of external reports?

Yes, we may use your anonymous information to provide Metrics Reports to our business customers and service suppliers. These reports are considered part of the underlying service and we do not sell them to other customers or suppliers.

For example, if you connect to our Wi-Fi service in a hotel, airport or other venue you should know the operator of that venue is our business customer, and that we will provide that operator with Metrics Reports about usage of and communications with the Wi-Fi network in their location. Those reports contain statistical information like:

- o The number of devices connecting to the Wi-Fi network, duration of Wi-Fi sessions and the amount of bandwidth used during those sessions; and
- o Foot-traffic data, including the numbers of devices inside and outside the store at a given time; the number of new and frequent visitors; where visitors are located within the store (eg, specific departments or other locations within the venue) and frequency of visits and time spent within the store.
- o **NOTE:** When your wireless device is turned on, it regularly sends out signals that enable it to connect to cell towers, Wi-Fi access points or other technologies so that we (and others) are able to provide you with services. These signals can be used to determine your device location. You can turn Wi-Fi to the "off" position on the "Settings" feature of your device to prevent the collection of these signals by Wi-Fi equipment in retail stores and other public places.

Another example, we also license video programming from content providers. As part of our agreement, we provide them with Metrics Reports. These reports contain combined measurements and statistical information related to the number of TV subscribers who watched or accessed a particular program at a particular time and other similar measurements.

QUESTIONS ABOUT OUR ONLINE PRIVACY POLICY FOR CHILDREN

1. Do you collect information about my children's use?
We do not knowingly collect personally identifying information from anyone under the age of 13 unless we first obtain permission from the child's parent or legal guardian.
2. What happens when my child is using an account not registered to them?
Internet and wireless devices and services purchased for family use may be used by children without our knowledge. When that happens, information collected may appear to us to be associated with the adult customer who subscribes to our services and will be treated as the adult's information under this Policy.
3. What can I do to help better protect my child's information?
We encourage you to spend time online with your children, and to participate in and monitor their online activity. We have developed a website that offers safety and control tools, expert resources and tips designed to help you manage technology choices and address safety concerns. Please visit att.com/smartcontrols for more information.
4. What if my child has an AT&T e-mail sub-account?
If you create an AT&T e-mail sub-account for a child under the age of 13:
 - o With your permission we collect your child's name, nicknames and aliases, alternative e-mail address, birth date, gender and ZIP-code.
 - o We use the information collected on sub-accounts to create and maintain those accounts, for research, to customize the advertising and content seen on our pages and for other marketing purposes. Your child can use their AT&T e-mail address and password to log onto websites and online services provided by us, like uverse.com. We and our advertising partners may collect and use information about customers who log onto those sites as described in the "Questions about the Information We Collect, How We Collect It and How We Use It" section of this Privacy Policy. A list of the advertising partners who collect information on our sites and the ability to opt-out of advertising provided by those partners is available at att.com/yourchoices.
 - o We will not contact a child under the age of 13 about special offers or for marketing purposes without parental consent.
 - o You or your child can review, edit, update, and delete information relating to your child's sub-account and, if you no longer wish your child to have such an account, you can revoke your consent at any time, by logging on to manage your account at att.com/cmpchoice.

You may e-mail us at privacypolicy@att.com, call us at 800.495.1547 or write to us at AT&T Privacy Policy, Chief Privacy Office, 208 S. Akard, Room 1033, 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 as long as we need it for business, tax or legal purposes. After that, we destroy it by making it unreadable or undecipherable.
3. What safeguards does AT&T have in place?
We've worked hard to protect your information. And we've established electronic and administrative safeguards designed to make the information we collect secure. Some examples of those safeguards include:
 - o All of our employees are subject to the AT&T Code of Business Conduct (COBC) and certain state-mandated codes of conduct. Under the COBC, all employees must follow the laws, rules, regulations, court and/or administrative orders that apply to our business - including, specifically, the legal requirements and company policies surrounding the privacy of communications and the security and privacy of your records. We take this seriously, and any of our employees who fail to meet the standards we've set in the COBC are subject to disciplinary action. That includes dismissal.
 - o We've implemented technology and security features and strict policy guidelines to safeguard the privacy of your Personal Information. Some examples are:
 - Maintaining and protecting the security of computer storage and network equipment, and using security procedures that require employee user names and passwords to access sensitive data;
 - Applying encryption or other appropriate security controls to protect Personal Information when stored or transmitted by us;
 - Limiting access to Personal Information to only those with jobs requiring such access; and
 - Requiring 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.
 - Although we strive to keep your Personal Information secure, no security measures are perfect, 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).

4. Will you notify me in case of a security breach?
Laws and regulations guide us in how to give you notification when certain types of sensitive information are involved in a security breach. We will provide you with notice in accordance with these laws and regulations.
5. Can I review and correct my Personal Information?
Yes. We are happy to help you review and correct the Personal Information we have associated with your account and billing records within a reasonable time. Please see the How to Contact Us About This Policy section.

QUESTIONS ABOUT FUTURE CHANGES

1. What happens if there is a change in corporate ownership?
Information about our customers and users, including Personal Information, may be shared and transferred as part of any merger, acquisition, sale of company assets or transition of service to another provider. This also applies 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. Will I be notified if there are changes to this policy?
We may update this Privacy Policy as necessary to reflect changes we make and to satisfy legal requirements. We will post a prominent notice of material changes on our websites. We will provide you with other appropriate notice of important changes at least 30 days before the effective date.

YOUR CHOICES & CONTROLS

1. You can choose not to receive some types of advertising online, on your satellite TV service or on your wireless device.
 - o Relevant Advertising: Opt-out of Relevant Advertising delivered by AT&T at att.com/cmpchoice.
 - o Online Behavioral Advertising: Advertising that is customized based on predictions generated from your visits over time and across different websites is sometimes called "online behavioral" or "interest-based" advertising. In accordance with industry self-regulatory principles, you can opt out of online behavioral advertising from companies who participate in the Digital Advertising Alliance by going to their Consumer Choice Page at <http://www.aboutads.info/choices/#completed> or by clicking on this icon  when you see it on an online ad. Opt-out of online behavioral advertising from many other ad networks at the Network Advertising Initiative (NAI) site at <http://www.networkadvertising.org/choices/>.
 - o Information about Cookies and Similar Technologies: To limit collection of data on web sites that may be used for advertising, go to att.com/cookieotechnology for information on how to manage cookies and other similar technologies on your computer.
 - o Advertising on att.net: Opt-out of receiving interest-based advertising when using our att.net portal services powered by Synacor at <http://www.aboutads.info/choices>. Opt-out of interest-based advertising on att.net from Yahoo! at aim.yahoo.com/aim/us/en/optout/index.htm. This covers att.net email and also the Yahoo! portal that is being retired.
 - o Advertising Offers from Apps and Loyalty Programs: In some cases you may agree to participate in advertising offers or programs through loyalty programs, when you download a mobile app, or other similar programs. For example, if you have the DIRECTV app, you can find out more about your choices concerning how your DIRECTV viewing information is used and shared at directv.com/DTVAPP/content/support/DTVAPP_policy.
2. Do I have choices about receiving first party advertisements from AT&T?
Because first party advertising is part of the service you receive when you visit our websites and use our mobile applications, we don't offer an opt-out for first party advertising.
3. Can I choose not to receive other types of marketing from AT&T?
We realize that unwanted marketing contacts can be a hassle and we've worked hard to meet the expectations of customers and potential customers who have expressed a desire to limit certain types of solicitation communications from us.

E-Mail: Every marketing e-mail we send contains instructions and a link that will allow you to stop additional marketing e-mails for that product or service type. You also can unsubscribe from AT&T marketing e-mails by going to att.com/remove.

Text Messages: Opt-out of AT&T marketing text message contacts by replying "stop" to any message.

AT&T Consumer Telemarketing: Ask to be removed from our consumer telemarketing lists by contacting us at one of the numbers listed at the end of this policy. You also can ask the AT&T representative to remove you from our telemarketing lists when you receive a marketing or promotional call from us.

AT&T Business Telemarketing: Where required by local laws and/or regulations, we honor requests to be removed from our telemarketing lists from business customers.

Federal Do Not Call: The FTC maintains a National Do Not Call Registry at donotcall.gov, and some states in the United States may maintain its own Do Not Call Registry. Putting your number on these Registries also may limit our AT&T telemarketing calls to that number.

Postal Mail: To review our Residential Do Not Mail Policy Statement and to limit postal mail solicitations, go to att.com/donotmail. You will still receive billing statements, legal notices, product updates and other similar correspondence, and you may still receive some promotional mailings.

All of our practices are designed to satisfy state, provincial and federal legal requirements limiting marketing contacts. 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.

Automated Calls or Messages: In some cases, we will ask for your permission to send you automated calls or messages to your mobile phone. To opt out of these calls or messages from AT&T, please go to Manage Your Privacy Choices at att.com/cmpchoice. As required or allowed by law, even if you opt out, AT&T may continue to contact you with automated calls or messages at the telephone number issued by us for certain important informational messages about your service. For example, we may need to let you know about a problem with your wireless service.

Restricting our use of your CPNI will not eliminate all types of our marketing contacts.

4. Can I choose to exclude my anonymous information from your External Marketing & Analytics and other similar reports?

Yes. Go to att.com/cmpchoice to opt-out. This opt-out also applies to the sharing of your anonymous information with other companies for their use in creating marketing and analytics reports. Although this opt out does not apply to Metrics Reports, it will apply if we combine Metrics Report information with other customer information (like demographics) to create reports that we provide to our business customers or service suppliers.

5. What is DNS error assist?

When you mistype a web address, or the address is not working, DNS Error Assist provides an automated list of similar pages - such as possibly the one you meant to type - for your consideration. The service is provided on your AT&T residential broadband connection, and you can opt-out at att.com/cmpchoice. You will get a standard "no results found" error message instead of the error-assist page.

6. Are there any other opt-out choices I should know about?

We may use services provided by analytics companies to obtain information about website performance and how you use our mobile applications and other products and services. Go to <http://www.aboutads.info/choices/> for more information about the opt-outs made available by some of those vendors, and to make choices about participation. Based on your permission, we may share your mobile device location or other mobile subscriber information with third parties when you use Third-Party Services, such as to prevent fraud when making a bank transaction. If you want to change that permission, you can opt out directly with the third party or you can opt out by going to Manage Your Privacy Choices.

7. These Choices and Controls also are available at www.att.com/yourchoices.

HOW TO CONTACT US ABOUT THIS POLICY

- We encourage you to contact us directly at either of these addresses below for any questions about this Privacy Policy.
 - E-mail us at privacypolicy@att.com
 - Write to us at AT&T Privacy Policy, Chief Privacy Office, 208 S. Akard, Room 1033, Dallas, TX 75202.
- For questions not related to privacy click on the "Contact Us" link at the bottom of any att.com page. You also can access your online account from the upper right hand corner of our home page at att.com for additional service options.
- If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may contact our U.S.-based third-party ombudsperson program at <https://www.truste.com/consumer-resources/dispute-resolution/dispute-resolution-faqs/>. If you are not satisfied with our resolution of any dispute, including with respect to privacy or data use concerns, please review our dispute resolution procedures at att.com/disputeresolution.
- You also have the option of filing a complaint with the FTC Bureau of Consumer Protection, using an online form at www.ftccomplaintassistant.gov, or by calling toll-free 877.FTC.HELP (877.328.4357; TTY: 866.653.4261). Other rights and remedies also may be available to you under federal or other applicable laws.
- If you are a satellite TV subscriber, you also have certain rights under Section 338(i) of the Federal Communications Act available online at www.gpo.gov/fdsys/pkg/USCODE-2011-title47/pdf/USCODE-2011-title47-chap5-subchapIII-partI-sec338.pdf

- If you are a DIRECTV customer in Puerto Rico, you can exercise and manage your choices by visiting directvpr.com/Midirectv/ingresar or by calling 787.776.5252.

CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

What is CPNI?

“CPNI” is information about your phone service from us. Your phone service could be a cell phone or any sort of home or business phone. The “information” is things like what kind of services you have, how you use them, or billing information. (Your telephone number, name and address are not considered CPNI.)

How is CPNI Used and Disclosed?

We do not sell, trade or share your CPNI with anyone outside of the AT&T family of companies* or our authorized agents, unless required by law (example: a court order).

We do use your CPNI internally, however. We may share information about our customers among the AT&T companies and our agents in order to offer you new or enhanced services. For example, we might offer a discount or promotion for Internet or TV services based on your CPNI.

How may I limit the use of my CPNI?

AT&T uses technology and security features, and strict policy guidelines with ourselves and our agents, to safeguard the privacy of CPNI. It is your right and our duty under federal law to protect the confidentiality of your CPNI.

If you don't want AT&T to use your CPNI internally for things like offers, here is what you can do:

- You can “opt out” online, at att.com/ecpnioptout, or
- You can call 800.315.8303, any time of day, and follow the prompts, or
- You can speak to a service representative at 800.288.2020 (consumer) or 800.321.2000 (business).
- For languages other than English and Spanish, please visit world.att.com.

If you choose to restrict our use of your CPNI, it won't affect any of your services. You can change your mind at any time about allowing (or not allowing) us to use your CPNI, and we'll honor your decision until you change it again. If you do restrict your CPNI use, you may still get marketing from us, but it won't be from using CPNI.

** The AT&T Family of Companies are those companies that provide voice, video and broadband-related products and/or services domestically and internationally, including the AT&T local and long distance companies, AT&T Corp., AT&T Mobility, DIRECTV, and other subsidiaries or affiliates of AT&T Inc. that provide, design, market, or sell these products and/or services.*

Customer Service Contact Numbers

Wireless - 800.331.0500

Business - 800.321.2000

Residential - 800.288.2020

Spanish Language - 800.870.5855

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

Legacy AT&T Consumer - 800.222.0300

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

AT&T Internet Services — Customers can manage newsletter subscriptions or other e-mail communications from Yahoo! by modifying their AT&T Yahoo! Marketing Preferences.

Effective January 20, 2019

AT&T U-verse® TV Rates

Packages

	U450 Latino	U450	U300 Latino	U300
Channels (including music and locals) ¹	Over 600	Over 550	Over 530	Over 480
Genre/premium packages included	The Movie Package, HBO/Cinemax, The Sports Package, HD Technology Service, and Paquete Español	The Movie Package, HBO/Cinemax, The Sports Package, and HD Technology Service	The Movie Package and Paquete Español	The Movie Package
Equipment included	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR
Additional equipment fees	Receiver \$10/mo (Up to 7 additional)	Receiver \$10/mo (Up to 7 additional)	Receiver \$10/mo (Up to 7 additional)	Receiver \$10/mo (Up to 7 additional)
Professional standard installation	Included	Included	Included	Included
One-time service activation fee	\$35	\$35	\$35	\$35
Monthly price	\$164	\$154	\$124	\$114

ALL IN Package²: Additional Features			HD Technology Fee	
ALL IN Package: Monthly Price	\$164	\$154	\$134	\$124

Optional AT&T U-verse® TV Services

High Definition

HD Technology Fee	✓	✓	\$10	\$10
HD Premium Tier (HD Technology Fee Required)	\$7	\$7	\$7	\$7
Fox Soccer Plus HD (HD Technology Fee Required)	\$15	\$15	\$15	\$15

✓ = Included * = Included for credit qualified customers only. Non-credit qualified customers will qualify for service upon payment of a \$449 non-refundable Credit Management Fee.

¹Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list of included channels are available at att.com/u-verse.

²ALL IN Packages include additional features at a discounted price. Available only in Retail Stores and Online.

Premium Packages

	U450 Latino	U450	U300 Latino	U300
The Movie Package (Starz, Encore, Showtime, The Movie Channel & Flix)	✓	✓	✓	✓
Showtime	✓	✓	✓	✓
Starz	✓	✓	✓	✓
Starz/Encore Package	✓	✓	✓	✓
The Movie Channel (TMC)	✓	✓	✓	✓
Flix	✓	✓	✓	✓
Encore	✓	✓	✓	✓
Showtime Unlimited (Showtime, The Movie Channel & Flix)	✓	✓	✓	✓
The Sports Package	✓	✓	\$10	\$10
HBO & Cinemax Package	✓	✓	\$26	\$26
HBO	✓	✓	\$16	\$16
Cinemax	✓	✓	\$14	\$14
EPIX	\$8	\$8	\$8	\$8
The Playboy Channel	\$15	\$15	\$15	\$15

Packages

	U200 Latino	U200	U-family	U-basic
Channels (including music and locals) ¹	Over 420	Over 360	Over 200	Local channels only (dependent on market)
Genre/premium packages included	Paquete Español	None	None	None
Equipment included	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver (non-DVR)
Additional equipment fees	Receiver \$10/mo (Up to 7 additional)	Receiver \$10/mo (Up to 7 additional)	Receiver \$10/mo (Up to 7 additional)	1 DVR \$15/mo; Receiver \$10/mo (Up to 7 additional)
Professional standard installation	Included	Included	Included	\$199*
One-time service activation fee	\$35	\$35	\$35	\$35
Monthly price	\$107	\$97	\$74	\$19

ALL IN Package²: Additional Features	HD Technology Fee			
ALL IN Package: Monthly Price	\$117	\$107	\$84	

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

✓ = Included * = Included for credit qualified customers only. Non-credit qualified customers will qualify for service upon payment of a \$449 non-refundable Credit Management Fee.

¹Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list of included channels are available at att.com/u-verse.

²ALL IN Packages include additional features at a discounted price. Available only in Retail Stores and Online.

High Definition

	U200 Latino	U200	U-family	U-basic
HD Technology Fee	\$10	\$10	\$10	\$10
HD Premium Tier (HD Technology Fee Required)	\$7	\$7	Not Available	Not Available
Fox Soccer Plus HD (HD Technology Fee Required)	\$15	\$15	\$15	\$15

Premium Packages

The Movie Package (Starz, Encore, Showtime, The Movie Channel & Flix)	\$20	\$20	\$20	\$20
Showtime	\$14	\$14	\$14	\$14
Starz	\$14	\$14	\$14	\$14
Starz/Encore Package	\$14	\$14	\$14	\$14
The Movie Channel (TMC)	\$14	\$14	\$14	\$14
Flix	\$14	\$14	\$14	\$14
Encore	\$14	\$14	\$14	\$14
Showtime Unlimited (Showtime, The Movie Channel & Flix)	\$14	\$14	\$14	\$14
The Sports Package	\$10	\$10	Not Available	Not Available
HBO & Cinemax Package	\$26	\$26	\$26	\$26
HBO	\$16	\$16	\$16	\$16
Cinemax	\$14	\$14	\$14	\$14
EPIX	\$8	\$8	\$8	\$8
The Playboy Channel	\$15	\$15	\$15	\$15

†Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list of included channels are available at att.com/u-verse.

Geographic and service restrictions apply to AT&T U-verse services. Promotional pricing applies to service rates only and excludes taxes, equipment fees and other charges including a \$35 service activation fee, a federal regulatory video cost recovery charge, city video cost recovery fees, where applicable, and a Broadcast TV Surcharge of up to \$7.99/mo. Residential customers only. Pricing, programming, features and offers subject to change at any time without notice. Credit restrictions may apply. Channels not available in all areas and some programming excluded as subject to blackouts. Services provided by your local AT&T telephone company and available in limited areas. Effective 1/20/2019.

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	U450/U300 U200/Latino	U200	U-family/ U-basic
Paquete Español	\$15	\$15	Included	\$15	\$15
TV JAPAN	\$25	\$25	\$25	\$25	\$25
Filipino TV Package (The Filipino Channel, GMA Pinoy TV, VivaTV Plus & Filipino On Demand)	\$25	\$25	\$25	\$25	\$25
The Filipino Channel	\$12	\$12	\$12	\$12	\$12
GMA Pinoy TV	\$12	\$12	\$12	\$12	\$12
South Asian Package (Aapka Colors, SET Asia, Zee TV, & 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
Aapka Colors	\$15	\$15	\$15	\$15	\$15
Vietnamese Package (SBTN & TVBV)	\$20	\$20	\$20	\$20	\$20
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)	\$25	\$25	\$25	\$25	\$25
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
TV Polonia	\$20	\$20	\$20	\$20	\$20
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
SVOD and Apps Packages	U450	U300	U450/U300 U200/Latino	U200	U-family/ U-basic
Anime on Demand	\$7	\$7	\$7	\$7	\$7
Disney Family Movies	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99
Disney Channel On Demand	\$7	\$7	\$7	\$7	\$7
here!	\$7	\$7	\$7	\$7	\$7
Too Much for TV	\$15	\$15	\$15	\$15	\$15
U-verse Games	\$5	\$5	\$5	\$5	\$5
Tumblebooks	\$5	\$5	\$5	\$5	\$5
Stingray Karaoke App	\$7	\$7	\$7	\$7	\$7
FITFUSION / Jillian Michaels	\$6.99	\$6.99	\$6.99	\$6.99	\$6.99

INSIDE WIRE PROTECTION PLANS and HOME WIRING PROTECTION SERVICES Terms and Conditions

These Terms and Conditions ("Agreement" or "Plan") for INLINE®, WIREPRO, & LINEBACKER, INSIDE WIRE SERVICE PLAN (as applicable to your location, and each referred to as "IWP"), and Home Wiring Protection Services for AT&T U-verse TV, AT&T Internet and AT&T Phone customers ("HWP") are each 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"), AT&T California, AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas (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 IWP or HWP Services (collectively, "IWP/HWP Services" or "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 IWP/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 IWP/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. "Standard Inside Wire" is Inside Wire that meets, and has been installed in accordance with, the specifications outlined in the National Electrical Code and the Electronic Industry Association standards. 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 IWP/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 IWP/HWP Services. However, if your landlord/property manager permits, you may still choose to subscribe to IWP/HWP Services if you prefer AT&T diagnostic and repair services to those of others.

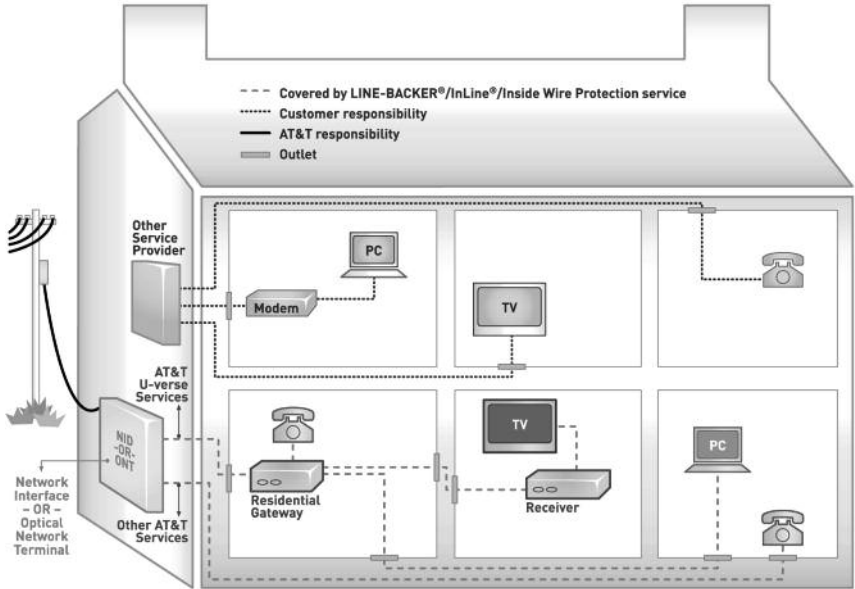
DESCRIPTION OF SERVICES

The IWP/HWP Plan is an optional service plan that protects AT&T residential customers against unexpected charges for repair of Standard 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 IWP/HWP Services, we will perform standard diagnostics to determine where the problem exists (trouble isolation). We will also repair, as necessary, your Standard Inside Wire, as well as certain connecting components used to provide AT&T U-verse TV, AT&T Internet and AT&T Phone services, such as jack faceplates, 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 TV, AT&T Internet and AT&T Phone services are not covered. Inside Wire that is not connected to AT&T network facilities is not covered. (See diagram next page.)

Under the IWP/HWP, we will repair or replace defective Standard Inside Wire and Covered Components at no additional cost to you. (You pay only your monthly IWP/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 IWP/HWP Plan covers Standard Inside Wire, for a single line (as defined below), at a single location on a single customer account. If you have multiple lines at one location, you must subscribe to IWP/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 TV, AT&T Internet and AT&T Digital Voice services 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 IWP/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 IWP/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, CentralLink 2100, CentralLink 3100, CentralLink 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 IWP/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 IWP/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 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 IWP/HWP Services at the same time you order new AT&T service(s) (you do not have any existing AT&T services):

The IWP/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 IWP/HWP Services and you do have existing AT&T service(s):

The IWP/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 IWP/HWP Services and you purchase new AT&T service(s) either in addition to or as a replacement for your existing services:

The IWP/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 IWP/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 IWP/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 IWP/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 IWP/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 IWP/HWP Plan is to use reasonable skill, procedures and equipment to locate and fix the trouble on Standard 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 IWP/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 workloads, 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 IWP/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 Standard 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 IWP/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 WITH AT&T BY BINDING ARBITRATION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

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: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 (“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/arbitration-forms.

- 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 \$200 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 adr.org, by calling the AAA at 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 IWP/HWP Plan, by a message on your AT&T bill or by any other reasonable means. If you do not cancel IWP/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 Resolution 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 IWP/HWP account and this Agreement to a third party without notice to you. You may not sell your IWP/HWP account or this Agreement, and you may not assign or transfer your IWP/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 IWP/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.

¹ Inside Wire does not include horizontal or riser cable in the building. If you live in a multi-demarc 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/Wi-Fi 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.

911 ACKNOWLEDGEMENT

911 Acknowledgement

There are significant differences between 911 service accessed by using AT&T Phone service (f/k/a AT&T U-verse Voice) and traditional wireline telephone 911 service. Your ability to reach 911 emergency services using AT&T Phone service may be limited or unavailable under certain circumstances, including, but not limited to the following:

Electrical Power. Historically, telephone service primarily has been powered by electrical power within the telephone network. By contrast, AT&T Phone service is provided through our fiber optic network and powered by electrical power in your home. **AT&T does not provide a battery backup for your AT&T Phone service. It is your responsibility to provide for your own battery backup.** It is your responsibility to ensure the battery remains charged and to replace the battery periodically.

During a power outage, you will not be able to make or receive calls, including 911 calls, unless you have functioning battery backup equipment. To conserve battery power, DO NOT use any AT&T services such as internet or connect other devices to our battery backup other than AT&T Phone service during a power outage. AT&T recommends you use a corded phone with AT&T Phone 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.*

Battery Locations. Your backup battery or batteries may be in different locations, depending on your network configuration:

- a. Optical Network Terminal (ONT)** – You may have an ONT, which is a box typically located on the side of your house or in your garage. It will have a power supply unit with a backup battery compartment, typically located inside your garage, that powers the ONT.
- b. Wi-Fi® Gateway (WG)** – This unit is inside your home near your primary computer or television set. It requires home-provided electrical power, and it has a backup battery compartment.
- c. Intelligent Network Interface Device (iNID)** – You may have an iNID, which is a box that 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 includes the housing in which the backup battery unit is contained.

Please see att.com/batterybackup for additional details regarding battery backup equipment including pictures on how to change the battery.

Broadband Network. AT&T Phone is provided to you over a broadband (Internet Protocol or "IP") network. If your broadband network connection is terminated, disrupted or otherwise impaired, your AT&T Phone service will not function and you will not be able to make 911 calls with this service.

Additional Limitations. Please note that AT&T Phone service will work only in your home. If you move your Wi-Fi Gateway (WG) or an external Telephone Adapter (TA) to a different location, you will not be able to make any calls, including 911 calls, from any other location.

I have read this 911 Acknowledgment and understand that there are critical differences and limitations between 911 service with AT&T Phone compared to the 911 service provided by traditional wireline telephone service. I have been advised which of the battery locations above apply to my AT&T Phone service.

In addition, I have been provided with stickers that describe the differences and have been instructed to place the stickers on all telephones/equipment used to access AT&T Phone service.

ACEPTACIÓN DEL SERVICIO 911

Aceptación del servicio 911

Hay importantes diferencias en la forma de acceso al servicio 911 según utilice el servicio AT&T Phone (conocido anteriormente como AT&T U-verse Voice) o el servicio de telefonía fija tradicional. La capacidad del cliente para comunicarse con los servicios de emergencia del 911 utilizando el servicio AT&T Phone puede ser limitada o no estar disponible en ciertas circunstancias, incluyendo, entre otras, lo siguiente:

Energía eléctrica. El servicio telefónico siempre ha funcionado principalmente con la energía eléctrica de la red telefónica. Por el contrario, el servicio AT&T Phone se suministra a través de nuestra red de fibra óptica y funciona con la energía eléctrica de la vivienda del cliente. **AT&T no proporciona respaldo de batería para el servicio AT&T Phone. Es responsabilidad del cliente suministrar su propio respaldo de batería,** así como también asegurarse de que la batería se mantenga cargada y reemplazarla periódicamente.

Durante un corte de energía, el cliente no podrá realizar o recibir llamadas, incluidas las llamadas al servicio 911, a menos que tenga un equipo de respaldo de batería en buen estado de funcionamiento. A fin de conservar la energía de la batería, NO utilizar ningún otro servicio de AT&T como Internet ni conectar otros dispositivos a nuestro respaldo de batería más que el servicio AT&T Phone durante un corte de energía. AT&T recomienda usar un teléfono con cable con el servicio AT&T Phone durante un corte de energía. (Los teléfonos inalámbricos requieren energía eléctrica para funcionar y pueden carecer de baterías de respaldo.) *Asimismo, AT&T recomienda disponer siempre de un medio alternativo para llamar al 911 en caso de un corte de energía como, por ejemplo, un teléfono móvil.*

Ubicaciones de la batería. La batería o baterías de respaldo pueden estar en diferentes ubicaciones, dependiendo de la configuración de red:

- a. Terminal para red de fibra óptica (ONT, por sus siglas en inglés):** – Es posible que el cliente tenga una terminal para red de fibra óptica, que es una caja que normalmente se encuentra en el costado de la vivienda o en el garaje. Tendrá una fuente de alimentación con un compartimiento para la batería de respaldo, que normalmente se encuentra dentro del garaje, que hará funcionar la ONT.
- b. Portal Wi-Fi® (WG, por sus siglas en inglés):** – Esta unidad se encuentra dentro de la vivienda del cliente cerca de su computadora o televisor principal. Requiere energía eléctrica suministrada por la vivienda, y tiene un compartimiento para la batería de respaldo.
- c. Equipo de interfaz de red inteligente (iNID, por sus siglas en inglés):** – Es posible que el cliente tenga un equipo de interfaz de red inteligente, que es una caja que incluye una unidad exterior, generalmente ubicada en el costado de la vivienda o en el garaje, donde acaba la red de AT&T, y una unidad de suministro de energía (iPSU, por sus siglas en inglés) para el equipo iNID, generalmente ubicada dentro de la vivienda o en un garaje adyacente. Esta iPSU hace funcionar el iNID e incluye la caja donde está contenida la unidad de batería de respaldo.

Consultar att.com/batterybackup (en inglés) para obtener detalles adicionales sobre los equipos de respaldo de batería, así como fotos sobre cómo cambiar la batería.

Red de banda ancha. El servicio AT&T Phone se suministra a través de una red de banda ancha (protocolo de Internet o "IP"). En caso de que la conexión de red de banda ancha se vea terminada, interrumpida o deshabilitada, el servicio AT&T Phone no funcionará y el cliente no podrá llamar al 911 con este servicio.

Limitaciones adicionales. El cliente deberá tener en cuenta que el servicio AT&T Phone solo funcionará en su vivienda. Si traslada su portal Wi-Fi (WG, por sus siglas en inglés) o un adaptador telefónico (TA, por sus siglas en inglés) externo a una nueva ubicación, no se podrá realizar ninguna llamada, ni siquiera al 911, desde ninguna otra ubicación.

El cliente ha leído esta Aceptación del servicio 911 y comprende que hay importantes diferencias y limitaciones en la forma de acceso al servicio 911 según utilice el servicio AT&T Phone o el servicio de telefonía fija tradicional. Se le ha indicado al cliente cuál de las anteriores ubicaciones de batería corresponde a su servicio AT&T Phone.

Asimismo, el cliente recibió etiquetas adhesivas que describen las diferencias, así como las instrucciones para colocar dichas etiquetas en todos los teléfonos o equipos utilizados para el servicio AT&T Phone.

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 U-verse TV when your service is first activated and then upon request. 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, at 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 service, please visit att.com/uverseorderstatus.

You can call our repair office 24 hours a day, seven days a week, also at 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 the close of business 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.

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.

U-verse TV Use Instructions, Services, Programming, and Rates

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

This guide also includes a list of the 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 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 U-verse TV are available to the public, upon request, and are displayed clearly and conspicuously on our website at att.com/u-verse, att.com/uversetermsofservice.

Use and Availability of Parental Control or Lock-Out Device

As part of 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. We will also submit notice of a rate change 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

We may require you to make deposits or advance payments for 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 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 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 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 30 days after you subscribe to 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 30-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 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 30 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 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, promptly after you return your U-verse TV equipment, and no later than 30 days or the close of the billing cycle following resolution of your cancellation request, whichever is earlier.

Involuntary Service Disconnection

We may disconnect your 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 15 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 U-verse TV, please contact our customer service office at 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.

ANNUAL NOTICE TO MICHIGAN AT&T U-VERSE TV SERVICE CUSTOMERS REGARDING VIDEO DISPUTES AND THE AT&T PRIVACY POLICY

January 2019

VIDEO DISPUTES

You are a valued AT&T U-verse member, and we're committed to providing you with the best service possible. Should you have any problems or concerns with your service, we will do our best to resolve them to your satisfaction. Under the Dispute Resolution process established in the Michigan Video Act, a customer must first try to resolve disputes with AT&T. If unresolved, the customer may file complaint with the MI Public Service Commission (MPSC). The MPSC will attempt to resolve informally. If unsuccessful, customers may file a formal complaint in writing with MPSC. Complaints for \$5,000 or less will first be mediated. For the full process, please see below.

The Michigan dispute resolution process per Sections 10(4) and 10(5) of the 2006 PA 480, as amended, is as follows:

- 10(4)** Before a customer can file a complaint with the commission under subsection (5), the customer shall first attempt to resolve the dispute through the dispute resolution process established by the provider under subsection (2). If the dispute cannot be resolved by the provider's dispute resolution process, the customer may file a complaint with the commission under subsection (5). The provider shall provide the customer with the commission's toll-free customer service number and website address.
- 10(5)** A complaint filed under this section involving a dispute between a customer and a provider shall be handled by the commission in the following manner:
- (a)** An attempt to resolve the dispute shall first be made through an informal resolution process. Upon receiving a complaint, the commission shall forward the complaint to the provider and attempt to informally mediate a resolution. The provider shall have 10 business days to respond and offer a resolution. If the dispute cannot be resolved through the informal process, the customer can file a formal complaint under subdivision (b).
 - (b)** A formal complaint filed under this subdivision shall be in writing and shall state the section or sections of this act that the customer alleges the provider has violated, sufficient facts to support the allegations, and the exact relief sought from the provider. The formal complaint shall comply with the same requirements of a written complaint filed under section 203 of the Michigan telecommunications act, 1991 PA 179, MCL 484.2203. The complaint shall be resolved by 1 of the following:
 - (i)** If the dispute involves an amount of \$5,000.00 or less, the commission shall appoint a mediator within 7 business days of the date the complaint is filed. The mediator shall make recommendations for resolution within 30 days from the date of appointment. Within 10 days of the date of the mediator's recommendations, any named party in the complaint may request a contested case as provided under subparagraph (ii).
 - (ii)** If the dispute involves an amount greater than \$5,000.00, a contested case hearing in the same manner as provided under section 203 of the Michigan telecommunications act, 1991 PA 179, MCL 484.2203.



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