



AT&T U-verse® TV  
Legal Guide

Southwest

*Please retain for your records*

Terms of Service  
Privacy Policy

Get answers 24/7  
[att.com/uversesupport](http://att.com/uversesupport)  
or talk live 800.288.2020



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

Effective May 5, 2021

## 1. GENERAL AGREEMENT

The following Terms of Service, including any schedules hereto and any terms incorporated herein by reference ("this Agreement") is 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"). This Agreement constitute a legal document that details your rights and obligations as a purchaser of AT&T U-verse TV service (the "Service").

**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 this Agreement as a condition of receiving the Service. For purposes of this Agreement, "you" and "your" refer to the person purchasing the Service. "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 this Agreement. If there is any conflict between this Agreement 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 Service as an individual or to accept this Agreement as an authorized representative for the person or entity who purchases the Service. By accepting this Agreement, you confirm you are an Adult. If you are an entity, by accepting this Agreement, 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 this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. All use of the Service, whether or not authorized by you, shall be deemed for your use. You are responsible for ensuring that all use of the Service complies with this Agreement.

By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service and on the AT&T U-verse website ([att.com/u-verse-tv/](http://att.com/u-verse-tv/)), all of which are incorporated herein by reference. This Agreement also includes the Acceptance Form for Terms of Service for Purchase and Use of AT&T U-verse TV provided to you when Services are installed. This Agreement will continue to apply to your Services when they are transferred from one location to another. If you do not agree to all of the aforementioned terms and conditions, do not use the Service, and cancel the Service immediately by calling AT&T at 800.288.2020.

*Updates.* This Agreement may be updated or changed from time to time. You can review the most current version of this Agreement at any time at: [att.com/uversetermservice](http://att.com/uversetermservice). If AT&T makes a change to this Agreement and that change has a material impact on the Service, you will be provided notice of that change, and such notice will be provided consistent with Notice provisions of this Agreement. Your continued use of the Service following such notice constitutes your acceptance of those changes.

*Special Arrangements.* Some customers may receive the Service through a special arrangement with their property owner or manager. If you have such an arrangement, this Agreement shall apply to the Service, except that AT&T may not directly charge you for Service (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 this Agreement 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 this Agreement unless you notify AT&T.

*Service Description.* AT&T U-verse TV includes content available via AT&T U-verse TV, Equipment (see Section 6), Software (see Section 12), 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).

## **2. ACCEPTABLE USE AND PRIVACY POLICIES**

Use of the Service 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 Service you will have an account with AT&T (“AT&T Account”). Your AT&T Account will include information applicable to the Service including but not limited to billing information and charges related to the Service (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 Service.

AT&T U-verse Service is 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 Service, use of the Service, or access to the Service. 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 admission be charged for listening to or viewing AT&T U-verse TV 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.

## **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 Agreement 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 Service. 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 Agreement, 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 Service.

## **4. FEES AND CHARGES**

*Agreement to Pay.* You agree to pay all fees and charges for the Service associated with your AT&T Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Service, 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](http://www.att.com/VoiceUverseTVFees) (“Fee Schedule”). The Fee Schedule is incorporated into this Agreement 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 Service, 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). 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).

*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 Service 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 Service 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 Service if you change or disconnect one or more of the Service 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, will count towards your internet usage allotment. For more information about the use of your residential 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](http://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 Service. 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 Service. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement 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 Service, 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 Agreement, 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 Service, which we may use to satisfy your initial bill for Service, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement 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 Service commences when AT&T has provisioned the Service. Recurring charges for each month's Service will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Service generally will be billed in the billing cycle following the transaction, including (but not limited to) charges for Video on Demand and Pay Per View. Your first bill for Service 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 Service 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 Service (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 Service, 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 Service 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 this Agreement or if you change your Service 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 Service will include one of the following Equipment configurations:

- a. A Wi-Fi® Gateway ("WG") located inside your premises, and an AT&T U-verse TV Receiver ("Receiver") that is required for the Service to function (the WG and Receiver 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 Service for the duration of your receipt of the Service. Equipment fees may be included in your monthly charge for the Service 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 Service 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 a Receiver that is required for the Service to function (the iNID and Receiver 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 Service for the duration of your receipt of the Service. Equipment fees may be included in your monthly charge for the Service or be charged separately. Equipment fee/purchase options depend on the AT&T U-verse Service 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.

Your Equipment includes a 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.

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 this Agreement 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](http://att.com/batterybackup).

*Return of Equipment.* Upon termination of the Service 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 Service, your connection to the Service, the provisioning or alleged failure to provision the Service, a violation of any provision of this Agreement, or your violation of any rights of another.

## **8. INTERRUPTIONS, LIMITATIONS, RESTRICTIONS, 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 Service (or any function or feature of the Service or any part thereof) without liability. You acknowledge that AT&T may establish general practices and limits concerning use of the Service, including the limits set forth in this Agreement.

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.

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

*Account restrictions.* As permitted under applicable law, in addition to other rights provided for in this Agreement, 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.

## **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 Service, such as through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service 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 Service 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 Service. You will be responsible for all charges incurred on your AT&T Account until you report the theft or fraudulent use of the Service. 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 Service and additional charges to you. Unless notified otherwise by AT&T, after you report the theft or fraudulent use of the Service, you will remain responsible for paying your monthly fees for Service not stolen or fraudulently used.

## **10. SUSPENSION AND TERMINATION**

*Reduction/Suspension/Termination by AT&T.* Your Service may be reduced, suspended or terminated if your payment is past due. AT&T may also reduce, suspend or terminate your Service 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 Service also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

*Contacts to Terminate Service.* You may terminate the Service 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.**

11.1 Summary

Our customer-service department can resolve most customer concerns quickly and to the customer's satisfaction. Please visit [att.com/contactus/index.html](http://att.com/contactus/index.html) to contact the customer-service team for your AT&T Service. In the unlikely event that you are not satisfied with customer service's solution (or if we haven't been able to resolve a dispute between us 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. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, AT&T will be responsible for 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 the value of what AT&T offered you to settle the dispute.

11.2 Arbitration Agreement

11.2.1 Claims Subject to Arbitration: AT&T and you agree to arbitrate all disputes and claims between us, except for claims arising from bodily injury or death. This arbitration provision 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, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- 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 predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, related entities, agents, employees, and all authorized or unauthorized users or beneficiaries of AT&T Services or products under past, present, or future Agreements between us. Notwithstanding the foregoing, either party may bring an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. 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.

11.2.2 Pre-Arbitration Notice of Dispute: A party who intends to seek arbitration must first send to the other party a written Notice of Dispute ("Notice"). You may download the Notice form at [att.com/arbitration-forms](http://att.com/arbitration-forms).

The Notice to AT&T may be sent by U.S. mail or professional courier service to Manager - Dispute Resolution and Arbitration, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 (the "Notice Address"), or, alternatively, submitted electronically by following the instructions at [att.com/noticeofdispute](http://att.com/noticeofdispute). The Notice must include all of the information requested on the Notice form, including: (a) your name; (b) your Account number; (c) the services (if any) to which your claim pertains; (d) a description of the nature and basis of the claim or dispute; (e) an explanation of the specific relief sought and the basis for the calculations; (f) your signature; and (g) if you have retained an attorney, your signed statement authorizing AT&T to disclose your confidential Account records to your attorney if necessary in resolving your claim.

If AT&T and you do not reach an agreement to resolve the claim within 60 days after the Notice is received, you or AT&T may commence an arbitration proceeding. (If either you or we sends the other an incomplete Notice, the 60-day period begins only after a complete Notice is received.) You may download a form to initiate arbitration at [att.com/arbitration-forms](http://att.com/arbitration-forms). In addition, information on how to commence an arbitration proceeding, including how to file a consumer arbitration online, is currently available at [adr.org/support](http://adr.org/support). A copy of the arbitration demand must be sent to the Notice Address listed above.

**11.23 Arbitration Procedure:** The arbitration will be governed by the then-current Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules are available online at [adr.org](http://adr.org) or may be requested 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](http://att.com/arbitration-information).) All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. 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 or through a telephonic, videoconference, or 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. 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 relief, if any, to which you or AT&T is entitled. 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 his or her decision is based. Except as provided in subsection 13.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

**11.24 Arbitration Fees:** If AT&T initiates arbitration or if you initiate arbitration of claims valued at \$75,000 or less, AT&T will pay all AAA filing, administration, case-management, hearing, and arbitrator fees, so long as you have fully complied with the requirements in section 13.2.2 for any arbitration you initiated. In such cases, AT&T will pay the filing fee directly to the AAA upon receiving a written request from you at the Notice Address or, if the AAA requires you to pay a filing fee to commence arbitration, AT&T will promptly reimburse you or arrange for the AAA to reimburse you for the filing fee and will remit the filing fee to the AAA itself. If you seek relief valued at greater than \$75,000, the payment of the AAA filing, administration, case-management, hearing, and arbitrator fees will be governed by the AAA rules. In addition, if the arbitrator finds that either the substance of your claim or the relief sought in the arbitration 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.

**11.25 Alternative Payment and Attorney Premium:** If you fully complied with the requirements above in subsection 11.2.2 and the arbitrator issues an award in your favor that is greater than the value of AT&T's last written settlement offer made before the 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 the attorney you retained, if any, twice the amount of attorneys' fees reasonably incurred and reimburse any reasonably incurred expenses (including expert witness fees and costs) that your retained 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 the 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 resolve disputes and make rulings as to the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of AT&T's last written settlement offer, the calculation shall include only the portion of the award representing attorneys' fees and expenses that you reasonably incurred pursuing the arbitration through the date of AT&T's settlement offer.

The right to the Attorney Premium 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 both the Attorney Premium and a duplicative award of attorneys' fees or expenses. 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 unless you have retained an attorney and one or more of your claims is determined to be frivolous or brought for an improper purpose.

11.2.6 Requirement of Individual Arbitration: The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and 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, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

11.2.7 Future Changes to Arbitration Provision: 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 your service commitment, you may reject any such change by sending us written notice within 30 days of the change to the 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 Service 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 Service may also include access to and use of software, services and/or applications which interact with the Service 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 SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS 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. 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.
3. AT&T MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) THE SERVICE WILL NOT CONFLICT OR INTERFERE WITH OTHER SERVICE 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 SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**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 SERVICE (WHICH INCLUDES EQUIPMENT, SOFTWARE, AND INSIDE OR OUTSIDE WIRING), (b) THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE, AND/OR (c) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF THE SERVICE, EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF AN AT&T INSTALLER, TECHNICIAN, OR OTHER REPRESENTATIVE.

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.

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 THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

**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 this Agreement, notices to you may be made via email, regular mail, posting online at [att.com/legal/terms.verseAttTermsOfService.html](http://att.com/legal/terms.verseAttTermsOfService.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 this Agreement 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 this Agreement 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 Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Service, 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 this Agreement 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 Service and other Service. You understand that if you fail to fulfill the terms of your obligations under this Agreement, AT&T may report your failure to a credit reporting agency.

## **19. ASSIGNMENT AND THIRD PARTIES**

AT&T may assign this Agreement or parts of this Agreement to any non-affiliated third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising from it without our prior written permission. Upon any assignment of this Agreement by AT&T, all references in this Agreement to "AT&T" "we," "us," or "our" shall refer solely to the assignee of this Agreement and shall no longer refer to AT&T or its affiliates. From the date of an assignment by AT&T, AT&T will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that AT&T will have no liability or obligation to you if this Agreement is assigned by AT&T, and your recourse for any liabilities or obligations shall be solely limited to the assignee of this Agreement.

Except as stated in this Agreement, anyone who uses or benefits from your AT&T Services is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

## **20. MISCELLANEOUS PROVISIONS**

1. Except as specified in Section 11, this Agreement do not provide any third party with a remedy, claim, or right of reimbursement.
2. This Agreement and the materials it incorporates by reference 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 this Agreement.
3. This Agreement 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 this Agreement will not constitute a waiver of such right or provision.
5. Except as specified in Section 11, if any provision of this Agreement is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of this Agreement shall remain in full force and effect.
6. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

# AT&T PRIVACY POLICY

Effective June 19, 2020

Your information and your privacy are important – to you and to us. This policy explains how we use your information and how we keep it safe. Most importantly, it explains the choices you can make at any time about how your information is used.

## When this Policy applies

This Privacy Policy (“Policy”) covers the information generated when you use or subscribe to AT&T products, services, apps, websites or networks to which this policy is linked. In the policy, we call them “Products or Services” for short. They include voice, data, video, entertainment, advertising, internet and other products, services and apps.

This Policy applies to you and anyone who uses our Products or Services under your account, except where we identify for you that separate AT&T privacy policies or terms and conditions apply. You are responsible for making sure all users under your account understand and agree to this Policy. Click “Learn more” for a description of special circumstances where this Policy may not apply or may apply in addition to other policies.

Here are special circumstances where this Policy may not apply, or may apply in addition to other policies:

- Some of our Products or Services – for example the AT&T TV app and our FirstNet service – may be covered by their own privacy policies or additional privacy terms and conditions.
- Some of our affiliates – such as WarnerMedia companies and Cricket – have their own privacy policies that apply to data they collect from products, services and apps they provide. Any data collected subject to this Policy that is shared with those affiliates will still be protected consistent with this Policy.
- Some areas both inside and outside of the United States - for example California and the European Union - require us to adopt different policy terms and commitments in accordance with local laws.
- In certain cases, when you’re using your AT&T Products or Services, other companies may be collecting information, so that your information may be covered by this Policy and other privacy policies at the same time. Here are some examples: if you purchase one of our Products or Services from a retailer; if you use our services to connect to a social networking service or another company’s Wi-Fi network; or if you provide your information to another company through a co-branded website, app or service controlled by the other company. In those cases, any information you provide to those companies may be subject to just their policy, or subject to both their policy and ours.
- If you are an AT&T business customer, we may have written Product or Service agreements that contain specific provisions about confidentiality, security or handling of information. When one of those agreements differs from or conflicts with this Policy, the terms of those agreements will apply instead.

## The information we collect

We collect information about you and how you’re using our Products or Services along with information about your devices and equipment. This may include performance information, along with web browsing, location and TV viewing information.

Here are detailed examples of types of information we collect from our Products or Services:

- **Account information** includes things like contact and billing information, service-related details and history and similar information, including Customer Proprietary Network Information. It also includes technical, equipment and usage information that relate to the services, products, websites and networks we provide you.
- **Web browsing and app information** includes things like the websites you visit or mobile apps you use, on or off our networks. It includes internet protocol addresses and URLs, pixels, cookies and similar technologies, and identifiers such as advertising IDs and device IDs. It can also include information about the time you spend on websites or apps, the links or advertisements you see, search terms you enter, items identified in your online shopping carts and other similar information.
- **Equipment Information** includes information that identifies or relates to equipment on our networks, such as type, identifier, status, settings, configuration, software or use.
- **Network performance and usage information** includes information about our networks, including your use of Products or Services or equipment on the networks, and how they are performing.
- **Location information** includes your street address, your ZIP code and where your device is located. Location information is generated when the devices, Products or Services you use interact with cell towers, Wi-Fi routers, Bluetooth services, access points, other devices, beacons and/or with other technologies, including GPS satellites.
- **TV and video viewing information** is generated when you use our video services, such as apps, satellite or internet protocol television services or a streaming service. We get information from the technologies you use to watch TV or video. These services may also include video on demand, pay per view, streaming service, interactive services and games, DVR services, TV apps for a tablet or smart-



phone and similar services and products. If you are watching TV or video through a web browser or app, we may also collect information as described above in the web browsing and app information section. 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.

### How we collect your information

We collect your information in 3 ways:

- **You give it to us** when you make a purchase, set up an account or otherwise directly communicate with us.
- **We automatically get it** when you use, or your device uses, our Products or Services. For example, we use network tools to collect information like call and text records and the web browsing information we describe in this Policy.
- **We get it from outside sources** like credit reports, marketing mailing lists, and commercially available geographic and demographic information, along with other available information, such as public posts to social networking sites.

### How we use your information

We use your information to power our services and to improve your experiences. We use your information to provide, support, improve, protect, analyze and bill for our products, service and network; to communicate with you about your service, products or apps; to market our services; to detect and avoid fraud; for advertising; and for research purposes.

Here are examples of ways we use your information:

- Providing our Products and Services.
- Contacting you.
- Improving your experience and protecting the Products and Services we offer. This includes things like customer care, network security, verifying or authenticating your identity, detecting fraud , billing and collection, protecting your financial accounts, authorizing transactions and the development of future Products and Services.
- Helping us plan, deploy, improve, protect and defend our network infrastructure, detecting and preventing fraud, and protecting our property and legal rights.
- Understanding the Products, Services and offers that you, and other AT&T customers with whom you call and text and interact, might enjoy the most. We do not use the content of your texts, emails or calls for marketing or advertising.
- Creating engaging and customized experiences and offering new or improved Products and Services or offers. This is based on things like the information we've collected and our research, development and analysis.
- Supporting and providing location services.
- Designing and delivering advertising and marketing campaigns to you and others and measuring their effectiveness. See Privacy Choices and Controls for more information about how your information is used for advertising and marketing programs and your choices and controls for such use.
- Delivering or customizing products and the content you see, including advertisements, articles, videos, and marketing materials.
- Creating aggregate business and marketing insights, and helping companies develop aggregate insights to improve their business (for instance, to market their products and services).
- Preventing and investigating illegal activities and violations of our Terms, Use Policies and other service conditions or restrictions.

### How we share your information

- **We share it with your permission.**
- **We share it across AT&T companies.**
- **We share it with non-AT&T companies or entities as explained in this Policy.** For more details about how your information may be shared for advertising and marketing see Privacy Choices and Controls.

**Sharing information across the AT&T affiliates:** Like many large companies, AT&T is made up of many affiliates. Our Products and Services are developed, managed, marketed and sold by a variety of our affiliates. We share information that may identify you personally internally among our affiliates, such as Xandr, the WarnerMedia family of companies and Cricket. A list of AT&T affiliates is found at [att.com/WMAffiliate](http://att.com/WMAffiliate). You can learn more about AT&T affiliates by going to [att.com](http://att.com). For information collected under this Policy, we require the affiliate to protect the information consistent with this Policy. We may also combine information that identifies

you personally with data that comes from an app or affiliate that has a different privacy policy. When we do that, our Policy applies to the combined data set.

**Sharing information with non-AT&T companies that provide services for us or for you:** We share information that identifies you personally with vendors that perform services for us or that support Products or Services provided to you, including marketing or ad delivery services. We do not require consent for sharing with our vendors for these purposes. We do not allow those vendors to use your information for any purpose other than to perform those services, and we require them to protect the confidentiality and security of data they get from us in a way that's consistent with this Policy.

**Sharing information with non-AT&T companies to enable third party services to you:** We may share information with non-AT&T companies for their purposes to provide you services such as verifying or authenticating your identity, detecting fraud, protecting your financial accounts, and authorizing transactions. We require proof of your explicit consent before sharing your information that identifies you personally for this purpose. We do not allow those non-AT&T companies to use it for any purpose other than to perform those services, and we require them to protect the confidentiality and security of data they get from us in a way that's consistent with this Policy. In some cases, to facilitate these programs, we will use or share identifiers such as your phone or account number. These identifiers are only used for network authentication, to detect fraud, for identity verification, or for the linking of devices you own to authenticate you.

**Sharing information with other non-AT&T companies or entities:** There are also times when we provide information that identifies you personally to other companies and entities, such as government agencies, credit bureaus and collection agencies, without your explicit consent, but where authorized or required by law. Reasons to share include:

- Complying with court orders, subpoenas, lawful discovery requests and as otherwise authorized or required by law. Like all companies, we are required by law to provide information to government and law enforcement agencies, as well as parties to civil lawsuits. You can find out more about this in our Transparency Report available at [att.com/transparency](http://att.com/transparency).
- Detecting fraud.
- Providing or obtaining payment for your service.
- Routing your calls or other communications.
- Ensuring network operations and security.
- Notifying, responding or providing information (including location information) to a responsible governmental entity in emergency circumstances or in situations involving immediate danger of death or serious physical injury.
- Alerting the National Center for Missing and Exploited Children to information concerning child pornography of which we become aware through the provision of our services.
- Enforcing our legal rights, protecting our network and property or defending against legal claims.
- Complying with legal requirements to share the names, addresses and telephone numbers of non-mobile phone customers with phone directory publishers and directory assistance services. We honor your request for non-published or non-listed numbers.
- Providing name and number information for wireline and wireless CallerID and related services, like Call Trace. This means a person receiving a call can see the name and number of the caller.

**Sharing Metrics Reports with non-AT&T companies:** Sometimes the services you enjoy from us directly involve other businesses. We may pay a network for the rights to broadcast a sporting event or your favorite show on our television service. We may be paid by an advertiser to deliver an advertisement or by a business customer to provide its employee with a service. In such cases, we may use or share information that doesn't identify you personally to provide metrics reports to our business customers and service suppliers. We may also share it with advertising and other companies to deliver or assess the effectiveness of advertising and marketing campaigns.

**Sharing information for research:** We may share information that doesn't identify you personally with other companies and entities for research. When we share this information, we require companies and entities to agree not to attempt or to allow others to use it to identify individuals. Our agreements will also prevent businesses from reusing or reselling the information, and require that they will handle it in a secure manner, consistent with this Policy.

**Sharing information for aggregate media research reports:** We share TV and video viewing information, tied to identifiers that do not identify you personally, with media research companies. They combine this data with other information to provide audience analysis services about what shows certain audience segments are watching. 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.

## **Sharing information with AT&T affiliates and non-AT&T companies for advertising and marketing programs:**

We may share information with AT&T affiliates and with non-AT&T companies to deliver or assess effectiveness of advertising and marketing campaigns as described in Privacy Choices and Controls.

## **Sharing information to support location services:**

Location services rely on, use or incorporate the location of a device to provide or enhance the service. Location services may collect and use or share location information to power applications on your device (those that are pre-loaded or those that you chose to download), such as mapping and traffic apps, or other location services you subscribe to. AT&T will not share your location information for location services without your consent (to us or a company providing you service), except as required by law. If you purchase location services from another company, such as a medical alerting device, the use or disclosure of location information is governed by the agreement between you and the service provider, including any applicable privacy policy of the service provider, and is not governed by this privacy policy. In other cases – for example parental controls services – the account holder for the location services, instead of a user, may initiate or subscribe to the location services and provide the required consent.

## **Disclosing personally identifiable information collected from satellite and internet protocol television subscribers in response to a court order:**

When a non-governmental entity obtains a court order, we're authorized to disclose personally identifiable information collected from TV subscribers as a result of the subscriber's use of TV service, but only after we let the subscriber know what's going on. When a governmental entity obtains a court order, we're authorized to disclose personally identifiable information collected from a TV subscriber as a result of the subscriber's use of TV service, but only if the following conditions are met:

- A judge decides that the governmental entity has offered 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.

## **Your Privacy Choices and Controls**

You can Manage Your Privacy Choices about how we contact you and how we use or share your information. You also have choices about how certain third parties and advertisers use your information, including how we use and share your information for advertising, marketing and analytics. Click "Learn more" for more detail.

## **Communication preferences**


Sometimes we have offers or programs that may interest you. We'd like to be able to tell you about these. You can manage how we do it. You can opt-out of marketing and advertising programs, but we still may contact you with service and non-marketing messages.

- **Email:** You can opt-out of marketing emails at [att.com/remove](http://att.com/remove).
- **Text messages:** Opt-out of our marketing text messages by replying "stop" to any message.
- **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, or by sending an e-mail to [privacypolicy@att.com](mailto:privacypolicy@att.com). 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.
- **Business telemarketing:** Where required by local laws and/or regulations, we'll remove your business information from our telemarketing lists at your request.
- **National Do Not Call Registry:** The FTC maintains a National Do Not Call Registry at [donotcall.gov](http://donotcall.gov), and some states in the United States may maintain their own Do Not Call Registry. Putting your number on these registries also may limit our telemarketing calls.
- **Automated 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 us, go to Manage Your Privacy Choices. As required or allowed by law, even if you opt-out, we 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.
- **Postal mail:** You can review our Residential Do Not Mail Policy Statement and limit postal mail solicitations by visiting [att.com/donotmail](http://att.com/donotmail). You'll still receive billing statements, legal notices, product updates and other similar correspondence, and you may still receive some promotional mailings.

## **Choices about how we use and share your information for advertising, marketing and analytics**

You have choices about whether your information is used or shared in our programs that provide you with marketing and advertising tailored to your interests and for aggregate analytics. As your provider of communications and internet services, our collection and use of information operates independently in many cases from the user controls and settings on your device, through your operating system, or on third-party websites or apps.

**Online behavioral advertising:** Online behavioral advertising is automated, customized advertising that you see when using online services, like ads in mobile apps or on websites. Those ads are served to you based on inferences about your interests. Those interests are determined from data collected about you, whether by AT&T or other parties.

- We work with ad companies that may serve ads for us, and for others, across your use of online services. These companies may use cookies, mobile advertising identifiers, and other technologies to collect information about your use of our websites and other websites. This information may be used to, among other things, analyze and track online activities and deliver ads and content tailored to your interests as part of our advertising programs, such as Relevant Advertising.
- 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 [www.aboutads.info/choices](http://www.aboutads.info/choices) or selecting this icon  when you see it on an online ad.

**Relevant Advertising and Enhanced Relevant Advertising:** Relevant Advertising and Enhanced Relevant Advertising both use information to deliver ads that we think you might be interested in on websites, TV and video programming, apps and other properties, sites or services.



- **Relevant Advertising:** This program is used to tailor the ads you see to match your interests. It doesn't give you more advertising — it just makes the ads you see more likely to be relevant to you. If you don't want to receive Relevant Advertising, you may opt-out by going to Manage Your Privacy Choices at [att.com/cmpchoice](http://att.com/cmpchoice).
  - **Information we use for Relevant Advertising:** In this program, we use information about your use of our Products and Services, information we get from companies like our advertising partners, and demographic information like ZIP code and age range to deliver or assess effectiveness of advertising and marketing campaigns. We use the information we collect about you, like your TV viewing, your location, or information about the apps you use or the websites you visit to place you into demographic or interest categories like "sports enthusiast" or "coffee lover." We do not use sensitive information such as medical conditions or diagnosis or financial account records to target ads. We don't use or share the content of your texts, emails or calls for marketing and advertising. Nor do we use or share information you provide to encrypted websites.
  - **Information we share in Relevant Advertising:** We may share non-sensitive information, such as your device information, information from companies like our advertising partners, and demographic information like your age range, gender and ZIP code. We may share this information with third parties, such as advertisers, programmers and networks, social media networks, analytics firms, ad networks, and other similar companies that are involved in creating and delivering advertisements. When we share that information, we combine it with an identifier like a device or ad ID (such as Apple or Android Ad ID).
  - **Information we don't share in Relevant Advertising:** We don't share information about your individual web browsing or TV viewing. Nor will we share the precise location of your device, Customer Proprietary Network Information, Social Security number, full date of birth, credit card information or driver's license number. When we share information with third parties, we won't share your name or identify you by anything other than an identifier, like a device or ad ID.
- **Enhanced Relevant Advertising:** This opt-in program further personalizes the ads you see. With your prior explicit consent, this program lets us use and share additional information for advertising and marketing purposes. Please see the Enhanced Relevant Advertising Terms and Conditions at [att.com/legal/terms.enhancedRelevantAdvertising](http://att.com/legal/terms.enhancedRelevantAdvertising) for more details. If you'd like to participate in Enhanced Relevant Advertising or change your previous choice, you can go to Manage Your Privacy Choices at [att.com/cmpchoice](http://att.com/cmpchoice).

**External Marketing and Analytics:** We may use or share information that does not identify you personally to help our business customers develop aggregate insights that improve their businesses. This information may be combined with other information, such as demographic information or an identifier like a device ID or ad ID. We require that your information be used only to develop aggregate insights that will improve products and services. In addition, we require anyone who receives this data to agree they will only use it for aggregate insights, won't attempt to identify any person or device using this information, and will handle it in a secure manner, consistent with this Policy.

If you don't want your information included in External Marketing and Analytics, you can opt out by going to Manage Your Privacy Choices at [att.com/cmpchoice](http://att.com/cmpchoice).

## Other Choices

- **Customer Proprietary Network Information:** You can opt-out or go to [att.com/cpni/optout](http://att.com/cpni/optout) for more information about Customer Proprietary Network Information and your choices about our use of that information for marketing purposes.

- **DIRECTV Puerto Rico:** If you're a DIRECTV customer in Puerto Rico, you can exercise and manage your choices by visiting <https://www.directvpr.com/Midirectv/ingresar> or by calling (787) 776.5252.
- **Advertising on AT&T's web portal for consumers (Currently):** Opt-out of receiving interest-based advertising when using our Currently portal services from companies who participate in the Digital Advertising Alliance by going to its Consumer Choice Page or selecting this icon  when you see it on an online ad. This covers att.net email and also the Currently portal.
- **Online behavioral advertising by Industry Participants:** 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 its Consumer Choice Page at [www.aboutads.info/choices](http://www.aboutads.info/choices) or selecting this icon  when you see it on an online ad. To limit collection of data on websites that may be used for advertising, you can manage cookies and other similar technologies on your computer. If you change computers, devices, web browsers or you delete cookies, you will need to opt out again. Please note that our collection of web browsing information works independently of your web browser's privacy settings with respect to cookies and private browsing. In addition, we don't currently respond to Do Not Track and similar signals. You can manage AT&T's use of web browsing information at Manage Your Privacy Choices.
- **Domain Name System Error Assist:** A description of the program and your choices about how we use your information can be found at Manage Your Privacy Choices ([att.com/cmpchoice](http://att.com/cmpchoice)).
- **Third Party Services:** A description of the program and your choices about how we use your information can be found at Manage Your Privacy Choices ([att.com/cmpchoice](http://att.com/cmpchoice)).
- **AT&T Call Protect:** You can also sign up for AT&T Call Protect to automatically block potential fraud calls, see warnings of suspected spam calls, add unwanted callers to your personal block list and help protect your phone from malware, viruses and system threats.

## Security

We work hard to safeguard your data using a range of technological and organizational security controls.

We maintain and protect the security of computer storage and network equipment, and we use security procedures that require employees to authenticate themselves to access sensitive data. We also limit access to personal information only to those with jobs requiring such access. We require callers and online users to authenticate themselves before providing account information.

No security measures are perfect, however. We can't guarantee that your information will never be disclosed in a manner inconsistent with this Policy. If a breach were to occur, we will notify you as required by applicable law.

## Data storage, transfer, retention and accuracy

We take steps to ensure that data is processed according to this Policy and to the requirements of applicable law of your country and of the additional countries where the data is subsequently processed.

Data we collect may be processed and stored in the United States or in other countries where we or our affiliates or service providers process data.

When we transfer personal data from the European Economic Area to other countries, we use a variety of legal mechanisms to help ensure all applicable laws, rights and regulations continue to protect your data.

We keep your information as long as we need it for business, tax or legal purposes. After that, we destroy it by making it unreadable or indecipherable.

We need to update your information? We're happy to help you review and correct the information we have on your account and billing records. For more information, please see the Contact Us section of this Policy.

## Other privacy information

### Changes in ownership or to the Policy

Information about our customers and users, including information that identifies you personally, 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.

We may update this Policy as necessary to reflect changes we make and to satisfy legal requirements. We'll post a prominent notice of material changes on our websites. We'll give you reasonable notice before any material changes take effect.

### Information specific to children

We don't knowingly collect personally identifying information from anyone under the age of 13 unless we first get permission from the child's parent or legal guardian. Unless we have parental consent, we will not contact a child under the age of 13 for marketing purposes. Information about our collection, use or sharing of, and your choices and controls with respect to such information, is found in Learn more.

If you create an AT&T e-mail sub-account for a child under the age of 13, then with your explicit permission, we

collect your child's name, "nicknames and aliases," alternative e-mail address, birth date, gender and ZIP code. 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, use or share information about customers who log onto those sites as described in the Information we collect, how we collect your information, how we use your information and how we share your information sections of this Policy. The option to opt out of online behavioral advertising by advertising partners who collect information from our sites and participate in the Digital Advertising Alliance is available at [www.aboutads.info/choices](http://www.aboutads.info/choices).

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/myatt](http://att.com/myatt).

You may e-mail us at [privacypolicy@att.com](mailto: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 2100, Dallas, TX 75202 with any questions or concerns you may have about our privacy policy as it relates to children.

Information collected from devices or services purchased by adult subscribers that are used by children without our knowledge will be treated as the adult's information under this Policy.

We have developed safety and control tools, expert resources and tips designed to help you manage technology choices and address online safety concerns. Please go to AT&T Secure Family at [att.com/features/secure-family-app](http://att.com/features/secure-family-app) for more information.

### **Your California Privacy Rights and other Information for our California customers**

We comply with special legal requirements for California residents associated with access, deletion and sale or sharing of residents' data and application of do not track notices.

**Website data collection:** We don't knowingly allow other parties to collect personally identifiable information about your online activities over time and across third party websites for their own use when you use our websites and services, unless we have your consent.

**Do Not Track notice:** We don't currently respond to Do Not Track and similar signals. Please go to All About Do Not Track at [www.allaboutdnt.com](http://www.allaboutdnt.com) for more information.

California customers have the right, in certain circumstances, to request information about whether a business has disclosed personal information to any third parties for their direct marketing purposes. You have the right to opt-out of our disclosing your information to third parties for their marketing purposes. To find out more, go to [https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=1798.83&lawCode=CIW](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1798.83&lawCode=CIW) Manage Your Privacy Choices ([att.com/cmpchoice](http://att.com/cmpchoice)).

### **California Consumer Privacy Act (CCPA)**

**CCPA Personal Information** (CCPA PI) is defined by California law as information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with California consumers or households.

### **The Information We Collect and Share**

We want to provide you with the information about how to exercise rights involving CCPA PI. Here is information about the CCPA PI we have collected from and shared about consumers over the past year.

### **Information We Collected From Consumers**

The CCPA identifies a number of categories of CCPA PI. In the year before the date this policy was issued, we collected these categories of CCPA PI:

- Address and other identifiers – such as name, postal address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- Unique and online identifiers associated with personal information – IP address, device IDs, or other similar identifiers.
- Commercial information – such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Internet, gaming or other electronic network activity information – such as browsing history, search history and information regarding an individual's interaction with an internet website, application, or advertisement.
- Professional or Educational Information.
- Video Footage (e.g., CCTV); Audio Recordings; Photographs; Calendar Information.
- Location Information (see above).
- In Game or Online Viewing Activities (e.g., videos viewed, pages viewed).

- Inferences drawn from CCPA PI, such as individual profiles, preferences, characteristics, behaviors.

We collected the above categories of CCPA PI for the following purposes:

- Performing services on behalf of the business, such as customer service, processing or fulfilling orders, and processing payments.
- Auditing customer transactions.
- Fraud and crime prevention.
- Debugging errors in systems.
- Marketing and advertising.
- Internal research, analytics and development – e.g., user-preference analytics.
- Developing, maintaining, provisioning or upgrading networks, services or devices.

We collected the above categories of CCPA PI from the following sources:

- Directly from you – such as contact and billing info and customer service interactions.
- Generated by your use of our services – such as technical, equipment and usage information.
- Social media sites and other online platforms.
- Other companies – such as vendors, marketing firms and other AT&T companies.
- Publicly available sources – such as public records.

### **Information We Shared About Consumers**

In the year before the date this policy was issued, we shared these categories of CCPA PI with entities that provide services for us, like processing your bill:

- Address and other identifiers – such as name, postal address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- Unique and online identifiers – IP address, device IDs, or other similar identifiers.
- Commercial information – such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Internet, gaming or other electronic network activity information – such as browsing history, search history, and information regarding an individual's interaction with an internet website, application, or advertisement.
- Professional or Educational Information.
- Video Footage (e.g., CCTV); Audio Recordings; Photographs; Calendar Information.
- Location Information (see above).
- In Game or Online Viewing Activities (e.g., videos viewed, pages viewed).
- Inferences drawn from CCPA PI, such as individual profiles, preferences, characteristics, behaviors.

We may have shared each of the above categories of CCPA PI with the following categories of third parties who perform services on our behalf:

- Product and services delivery companies.
- Marketing services companies.
- Cloud storage companies.
- Credit reporting agencies.
- Billing and payment processing companies.
- Fraud prevention entities.
- Analytics companies.

The CCPA defines "sale" very broadly and includes the sharing of CCPA PI for anything of value. According to this broad definition, in the year before the date this policy was issued, a 'sale' of the following categories of CCPA PI may have occurred:

- Address and other identifiers – such as name, postal address, email address, account name, or other similar identifiers.
- Unique and online identifiers – IP address, device IDs associated with television viewing, or other similar identifiers.
- Commercial information – such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Internet, gaming or other electronic network activity information – such as browsing history, search history, and information regarding an individual's interaction with an internet website, application, or advertisement.

- Location Information (see above).
- Inferences drawn from CCPA PI, such as individual profiles, preferences, characteristics, behaviors.

We may have sold each of the above categories of CCPA PI to the following categories of third parties:

- Analytics and measurement providers.
- Companies involved in marketing and advertising.
- Other AT&T companies.

### **Your Right To Request Disclosure Of Information We Collect And Share About You**

We are committed to ensuring that you know what information we collect. You can ask us for the following information:

- The categories and specific pieces of your CCPA PI that we've collected.
- The categories of sources from which your CCPA PI was collected.
- The purposes for collecting or selling your CCPA PI.
- The categories of third parties with whom we shared your CCPA PI.

We are also committed to ensuring that you know what information we share about you. You can submit a request to us for the following additional information:

- The categories of CCPA PI we've sold about you, the categories of third parties to whom we've sold that CCPA PI, and the category or categories of CCPA PI sold to each third party.
- The categories of CCPA PI that we've shared with service providers who provide services for us, like processing your bill; the categories of third parties to whom we've disclosed that CCPA PI; and the category or categories of CCPA PI disclosed to each third party.

To exercise your right to request the disclosure of your CCPA PI that we collect or share, either visit [www.about.att.com/csr/privacy/stateprivacylaws/ccpa](http://www.about.att.com/csr/privacy/stateprivacylaws/ccpa) or contact us at 866.385.3193. These requests for disclosure are generally free.

### **Your Right To Request The Deletion Of CCPA PI**

Upon your request, we will delete the CCPA PI we have collected about you, except for situations when that information is necessary for us to: provide you with a good or service that you requested; perform a contract we entered into with you; maintain the functionality or security of our systems; comply with or exercise rights provided by the law; or use the information internally in ways that are compatible with the context in which you provided the information to us, or that are reasonably aligned with your expectations based on your relationship with us.

To exercise your right to request the deletion of your CCPA PI, either visit [www.about.att.com/csr/privacy/stateprivacylaws/ccpa](http://www.about.att.com/csr/privacy/stateprivacylaws/ccpa) or contact us at 866.385.3193. Requests for deletion of your CCPA PI are generally free.

### **Your Right To Ask Us Not To Sell Your CCPA PI**

You can always tell us not to sell your CCPA PI by visiting [www.about.att.com/csr/privacy/stateprivacylaws/ccpa](http://www.about.att.com/csr/privacy/stateprivacylaws/ccpa) or contacting us at 866.385.3193.

Once we receive and verify your request, we will not sell your CCPA PI unless you later allow us to do so. We may ask for your permission to resume sale of your CCPA PI at a later date, but we will wait at least 12 months before doing so.

### **Verification of Identity – Access or Deletion Requests**

**Password Protected Account.** If you maintain a password-protected account with us, in most cases you may submit an access or deletion request by authenticating yourself with a password like you would when you submit your account (see exceptions below). You'll have to authenticate yourself again to access your data or submit your deletion request.

**Former Accountholders, Non-Accountholders (without a Password Protected Account) – and also FirstNet, Prepaid and .net accounts.** If you do not have a password protected account – or have a FirstNet, prepaid or .net account – we will ask to verify your identity using our mobile verification process. This process captures an image of your identity document, such as your driver's license, and compares it to a self-photo you submit. We will only use this information to verify your identity. We will delete it after the time expires allowed by the CCPA to process and respond to your request.

If we cannot verify your identity, we will not be able to respond to your request. We will notify you to explain.

### **Authorized Agents**

You may designate an authorized agent to submit requests on your behalf. Your agent will need a valid power of attorney or written permission signed by you. If the agent relies on written permission, we'll need to verify



the agent's identity. We may also contact you directly to confirm the permission. Your authorized agent can submit your requests by calling us at 866-385-3193.

### **We Don't Mind If You Exercise Your Data Rights**

We are committed to providing you control over your CCPA PI. If you exercise any of these rights explained in this section of the Privacy Policy, we will not disadvantage you. You will not be denied or charged different prices or rates for goods or services or provided a different level or quality of goods or services.

### **Consumers Under 16 Years Old**

As of the effective date of this policy, we do not have actual knowledge that we sell CCPA PI of consumers under 16 years of age. If we collect CCPA PI that we know is from a child under 16 years old in the future, we will not sell that information unless we receive affirmative permission to do so. If a child is between 13 and 16 years of age, the child may provide that permission.

Any customer who wishes to request further information about our compliance with these requirements, or who has questions or concerns about our privacy practices and policies, can email us at [privacypolicy@att.com](mailto:privacypolicy@att.com), or write to us at AT&T Privacy Policy, Chief Privacy Office, 208 S. Akard, Room 2100, Dallas, TX 75202.

### **Customer Proprietary Network Information (CPNI)**

CPNI is information about your telecommunications and VoIP (internet phone) services from us, including what plans you subscribe to, how you use these services and billing information. (Your telephone number, name and address are not considered CPNI.) We use CPNI internally and share it outside AT&T only when conforming with applicable regulations and orders of the Federal Communications Commission.

We do not share CPNI with anyone outside of the AT&T affiliates defined above or our authorized agents or vendors without your consent, with the following authorized exceptions: Court orders; as authorized by law; fraud detection; to provide your service and route your calls; for network operations and security; aggregate (grouped) information and information that doesn't identify you personally.

We do use your CPNI internally. We may share information about our customers among the AT&T affiliates and our agents to offer new or enhanced services or promotions. We can also use your CPNI for the purpose of turning it into aggregate data or information that does not personally identify you.

It is your right and our duty under federal law to protect the confidentiality of your CPNI.

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

- Opt-out at [att.com/cpni/optout](http://att.com/cpni/optout).
- Call us at 800.315.8303, any time of day, and follow the prompts.
- Chat with a service representative at 800.288.2020 (consumer) or 800.321.2000 (business).

If you choose to restrict our use of your CPNI, it won't affect your ability to use any of your services. You can change your mind at any time about letting us use or not use your CPNI. If you restrict your CPNI use, you may still get marketing from us, but it won't be based on using your CPNI.

### **How to contact us about this Policy**

Contact us at either of these addresses for any questions about this Policy.

- Email us at [privacypolicy@att.com](mailto:privacypolicy@att.com).
- Write to us at AT&T Privacy Policy, Chief Privacy Office, 208 S. Akard, Room 2100, Dallas, TX 75202.

For questions not related to privacy, go to 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, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>. If you are not satisfied with our resolution of any dispute, including with respect to privacy or data-use concerns, please review a description of our dispute resolution procedures at <http://www.att.com/disputeresolution>.

You also have the option of filing a complaint with the FTC Bureau of Consumer Protection, using an online form, 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're a satellite TV subscriber, you also have certain rights under Section 338(i) of the Federal Communications Act.

Customer service contact numbers can be found at att.com.







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