Thank you for choosing AT&T as your Internet Service(s) provider. These Terms of Service, including any schedules hereof and any terms incorporated herein by reference ("the Agreement") along with the applicable policies and additional terms which AT&T makes you aware of, including those listed below, set forth your obligations, the obligations of AT&T, and the rules you must follow when using AT&T provisioned fixed location internet access service(s), including both narrowband and broadband internet access services (as described in more detail below and on Schedule 1 hereto, as individually or collectively referred to herein as "Service(s)") or "Internet Service(s)"). "You" or "your" refers to the holder of the Member Account, the holder of any Sub Account and/or any Authorized User(s) (as those terms are defined in Section 3 below). THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

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. ARBITRATION TERMS FOR RESIDENTIAL CUSTOMERS ARE SET OUT IN SECTION 13 AND ARBITRATION TERMS FOR BUSINESS CUSTOMERS ARE SET FORTH ON SCHEDULE 6 HERETO, WHICH IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.

For more information about different Internet Services and specific provisions applicable to particular Internet Services covered by this Agreement, please see the following Schedules.

Schedule 1 – Lists of Internet Services by Brand Name and AT&T Entities
Schedule 2 – IP Broadband Internet Services (including "AT&T Internet" and "AT&T Fiber")
Schedule 3 – Fixed Wireless Internet Service
Schedule 4 – DSL Internet Service
Schedule 5 – Dial Up Internet Service
Schedule 6 – Business Internet Services
Schedule 7 – Access from AT&T Program

NOTE: Mobile broadband internet access services from AT&T are generally subject to the terms of AT&T’s Wireless Customer Agreement, available at https://www.att.com/legal/terms.wirelessCustomerAgreement.html.

This Agreement is based on four general principles. First, AT&T supports our customers’ right to free expression. Second, AT&T will give our customers clear notice of any meaningful limitations on the Services. Third, AT&T will give our customers clear information about the experience they can expect when using the Services. Fourth, AT&T will provide consumer Internet access service in discrete, non-overlapping speed tiers.

Your contract with us includes this Agreement (including the schedules hereto, which are incorporated into this Agreement by reference), and also includes the following materials:

- Your Customer Service Summary / Order Confirmation Letter (excluding the "My Next Bill Estimate" page);
- AT&T Privacy Policy found at att.com/privacy;
- AT&T Acceptable Use Policy found at att.com/aup;
- AT&T Policies for Considering Copyright Infringement Claims found at https://www.att.com/legal/terms.dmca.html;
- AT&T Access ID Terms and Conditions found at https://www.att.com/accessidterms;
- att.net Terms of Use found at https://www.att.com/legal/terms.attNetTermsOfUse.html; and
- Any other documents incorporated by reference herein or therein.
For more information on fees that may apply in addition to any amounts due for your Services and Equipment, consumers should review the “Consumer Fee Schedule” available at [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees) and businesses should review the “Business Fee Schedule” available at [www.att.com/BusinessInternetFees](http://www.att.com/BusinessInternetFees). The Consumer Fee Schedule and the Business Fee Schedule are generically referred to herein as the “Fee Schedule(s)” and are incorporated into this Agreement by this reference. AT&T reserves the right to change fees, increase or decrease fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

The current fixed broadband internet access speed tiers AT&T offers may be found on AT&T’s Speed Tier page at [att.net/speedtiers](http://att.net/speedtiers). For more information about how AT&T helps transmit your information to points on the internet, how AT&T manages the network, broadband options such as different service capability and expected and actual speed ranges, device attachment rules, activities that may impair or degrade your internet experience, and regarding network practices relating to your monthly data usage allowance (if any), please visit AT&T’s Broadband Information page at [att.com/broadbandinfo](http://att.com/broadbandinfo). Both the Speed Tier page and the Broadband Information page are subject to periodic update without prior notice.

Note: If the location to which your Service is provisioned is in a multi-tenant environment (e.g., an apartment building, condominium, private subdivision or retail shopping center, sometimes referred to herein as a “MTU”), provision of your Service may be subject to other terms and conditions imposed by the owner and/or manager of the MTU (e.g. a landlord or home owner’s association). You will need to refer to the owner / manager of your particular MTU for more information regarding any MTU specific terms which may apply.

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are a capable 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”). 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. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent 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, all of which are incorporated herein by reference.

1. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account email address or any other email address you or anyone authorized by you provide, posting online at [att.com/internet-terms](http://att.com/internet-terms), recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

2. Internet Service

   a. **Service Description.** Internet Service is composed of narrowband or broadband access to Internet and offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly to the AT&T network. Unless otherwise specified, Internet Services from AT&T include the following:

   1) **Site Access / E-Mail Services.** Access to att.net and related services, including e-mail, is generally included with your Internet Service. Such access will be subject to the att.net Terms of Use found at [https://www.att.com/legal/terms.attNetTermsOfUse.html](https://www.att.com/legal/terms.attNetTermsOfUse.html). By utilizing such access, including accessing the included e-mail account(s), you are agreeing to be bound by the terms thereof.

   2) **DNS Services / DNS Language Assist.** Domain Name System (or DNS) services translate domain names into the numerical IP addresses needed for locating and identifying computer services and devices within the underlying network protocols commonly used to organize the internet. The DNS Services include DNS Language Assist, which upon entry of an incomplete or inaccurate Web address will automatically search for similar or related terms
and present you with suggested sites you may want to reach instead of providing only an error message. If you prefer to opt out of DNS Language Assist, you may do so by visiting att.com/cmpchoice from your desktop or from your mobile Web browser.

3) **IP Addresses.** Unless otherwise specified, AT&T Internet Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, a multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Gateway NAT) technology, at the sole discretion of AT&T. Static IP addresses are not available with all Internet Services or all tiers within certain Internet Services. Unless otherwise specified, a dynamic IP address is a single Internet address intended for use with a single Member Account and any associated Sub Accounts and a static IP address or multiple static IP address is intended for use with a single computer or a network of devices, computers and/or servers. You may not use the Service in a manner that is inconsistent with these intended uses. Unless otherwise specified, AT&T Internet services will support both IPv6 and IPv4 Internet addresses; however, to reach IPv6-exclusive Internet content, some of your equipment may require upgrades or replacement. For more information about IPv6 and how it affects you, visit att.com/ipv6.

4) **Interconnection.** Because the Internet consists of multiple interconnected networks and most Internet end points (for example, Web sites and other content providers) are not directly connected to the AT&T network, AT&T must connect to and exchange traffic with other networks to provide its subscribers the capability of uploading data to or downloading data from Internet end points that are connected to those networks. To that end, AT&T has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, AT&T does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent AT&T is unable to reach agreement on terms of interconnection or network expansion with these other networks, it could affect your service. These impacts on your service performance are described in more detail in the AT&T Open Internet Notice. AT&T therefore makes no promise, express or implied, that you will be able to upload data to or download data from Internet end points connected to other networks at any particular speed.

Like the other networks that make up the Internet, the AT&T network is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among the subscribers of AT&T. AT&T manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

b. **“Speed” of Internet Services, Technology and Data Usage.** AT&T offers many broadband internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits, or gigabits that can be transmitted in one second (Kbps, Mbps, or Gbps). Some applications like a short email without attachments or basic Web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your service capability speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

1) **AT&T Speed Tiers Page.** The current fixed broadband internet access speed tiers AT&T offers may be found on AT&T’s Speed Tier page at att.net/speedtiers, which identifies the “Expected Speeds” of the downstream and upstream rates at which your “Connection” (as those terms are defined below) transfers internet access data between the network interface device at your home, office, or apartment building to the point you connect to the AT&T network. Because many different factors can affect the performance of broadband internet access service delivered to a particular location or individual, AT&T does not guarantee specific performance levels for broadband internet access services. Instead, AT&T manages its network to provide overall median performance consistent with the Expected Speeds.

2) **Defined Terms**

a) **“Connection.”** Because service performance varies on an end-to-end basis, the service capability speeds of AT&T are limited to, and measured between, the equipment utilized to provision your Internet Service at the fixed address or location you identified when ordering the Internet Service and a point on the AT&T network, sometimes referred to as the “Connection” or your “Internet connection.” The Connection constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers.

b) **“Expected Speeds.”** Because there are many factors which may impact the speed experienced by any particular internet user at any particular time (as described in more detail below), the “Expected Speed” represents an anticipated, theoretical speed of the Connection, based on network design and engineering, measured over time. At any moment in time, a particular observed speed will vary from the Expected Speed. However, AT&T manages its network toward an overall median speed consistent with the Expected Speed.
3) **Technology.** Unless otherwise expressly agreed to the contrary, AT&T makes no warranty with regard to the technology used to provision any particular Internet Service. Notwithstanding any description that may be furnished for a particular Internet Service, AT&T reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any Internet Service. So long as the essential functionality of the Internet Service from a user perspective is not negatively impacted in a material way by any change in technology, AT&T has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the Internet Service you have purchased.

For any particular Internet Service, the technology utilized to provision different portions of the Service may vary significantly. In those circumstance, and unless otherwise expressly agreed to the contrary, AT&T shall only be responsible for the technology utilized to provision the Connection. As discussed in further detail below, AT&T has no control over, and makes no warranties with respect to, the technology within the premises to which the Internet Service is provisioned (e.g. the inside wiring, local Wi-Fi, home network and/or local access network). AT&T further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

4) **Other Factors that Impact Speed.** In addition to issues presented by the various technologies over which an internet access may operate on an end-to-end basis, end-to-end performance of your Internet Service will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other AT&T services (such as U-verse TV, AT&T Phone, Unified Messaging, and other services) that may share the capacity of your broadband connection with the Service may impact the amount of capacity available for your use of the Service at that particular time and thus affect the performance of the Service. Consequently, AT&T does not guarantee the performance of your service on an end-to-end basis. This is also why third party speed tests which include other portions of the overall internet connection beyond the Connection itself may yield results which are outside the expected speed range for your particular service plan on the Speed Tier page. AT&T expressly disclaims any warranty with respect to the outcome of these third party speed tests.

5) **Download vs Upload Speeds.** The term “download” generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from “surfing” the internet, to downloading a file to streaming video. The term “upload” generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the “speed” of an Internet Service will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, AT&T makes no guarantee that the upload speed of a particular Internet Service will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, as set forth on the Speed Tier Page, many Internet Services have expected upload speeds which are lower than the comparable expected download speeds. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Service will vary greatly from time to time and day to day.

6) **Data Usage on Residential Internet Services.** The residential Internet Service you purchased includes either an unlimited data allowance or a monthly data usage allowance with overage charges for usage in excess of your allowance. More details regarding the applicable data allowance is set forth in the Customer Service Summary or Order Confirmation Letter you received. Use of certain services, including but not limited to digital TV features and apps, AT&T Digital Life, home security, home automation and medical alarm systems, whether provided by AT&T or a third party, may count towards your Internet data usage allowance. For additional information about the use of your residential AT&T Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to [https://www.att.com/internet-usage](https://www.att.com/internet-usage). (This paragraph is not applicable to Business Internet Services.)
c. Availability and Service Changes.

1) **Availability.** AT&T Internet Services are not available in all areas and may not be available at certain speed tiers (or at all) at your location, even if our initial testing, an AT&T website and/or any sales representative or other personnel associated with AT&T indicated that your location qualified for a particular speed tier or Service. If your location is situated in an MTU, availability of any particular Internet Service may depend upon the owner and/or manager of the MTU agreeing to grant AT&T access to the MTU and/or to your particular location.

The availability of any Internet Service may also be subject to various limitations upon the capacity of the various technologies utilized in AT&T’s network to support a given number of customers on any particular Internet Service and/or speed tier in a given area (“Capacity Limitations”). Some Internet Services are more likely to be subject to Capacity Limitations. When a particular part of AT&T’s network is approaching a Capacity Limitation, it can be very difficult for AT&T to predict exactly when or how that Capacity Limitation will impact upon the availability of a particular Internet Service to a particular location. This may mean that, although a certain location may be theoretically capable of receiving the Internet Service in question, Capacity Limitations at the time a particular order is placed may mean that a particular Service is not available to a particular location. This can even occur between the time that a Service is ordered and the time that the Services is installed / fulfilled, resulting in a Service that was shown as being available to a particular location at the time an order was placed no longer being available at the time of installation. As discussed in Section 5 below, Capacity Limitations may also mean that if a Service is terminated at any location for any reason whatsoever, it may not be possible to restore or renew that Service at that location. For all those reasons, AT&T makes absolutely no guarantee as to the availability of any Internet Service at any location.

2) **Service Changes.** AT&T reserves the right to modify or discontinue any Internet Service (including rates and charges), temporarily or permanently. If AT&T makes a change that would have a material impact on your Service, AT&T will endeavor to provide you with reasonable notice of any such change. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement at: att.com/temporaryterms. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, AT&T may instead, at its sole discretion, require customers to enter into an agreement with AT&T regarding temporary material changes.

3) **Technology Conversions.** In the event that AT&T determines to provision Internet Service at your location utilizing a different technology, we will evaluate whether the conversion can occur without significant interruption to your service, generally defined as no noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If we determine that the conversion can be accomplished without significant interruption in your service, we may elect to proceed with the conversion without prior notice to you. If we determine that the conversion is likely to result in a significant interruption in your service, we will endeavor to provide you with at least thirty (30) days’ notice of any anticipated significant interruptions of your service via email, direct mail, bill page message, and/or bill insert. If, due to factors outside our control, we cannot provide you with thirty (30) days’ notice, we will endeavor to provide you with as much advanced notice as circumstances reasonably allow. Following the period identified in such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

As part of any conversion, we may, in our discretion, discontinue the particular Internet Service you are currently receiving and make available to you an alternate Internet Service of comparable or better Speed at the then applicable rates, terms, and conditions, which may differ from your previous Internet Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your overall price will increase as a result of this conversion, taking into account all applicable credits and discounts, you will not have to pay any applicable Early Termination Fee if you elect to cancel your Internet Service within the period specified for doing so on your updated Customer Service Summary or Confirmation Letter.

Your new Internet Service may require different or additional equipment in order to fully utilize. If that proves to be the case, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Internet Service and/or new equipment. If that proves to be the case, your acceptance of such terms and conditions will be a condition to your ability to access and utilize the new Internet Service.

d. **Home Networking / Home Wi-Fi.** (These provisions apply to consumers. Business customers should refer to Schedule 6 for provisions applicable to Business Services.)
1) **Inside Wiring.** When ordering AT&T Internet Service, you will be responsible for providing any Inside Wiring (IW) in the form of copper wire or fiber optic cable between the AT&T network termination interface at your location and the gateway equipment that will located at your premises. In most cases, the IW will already be present in your existing locations, however you will be responsible for providing any additional IW which may be required. If additional IW is required, you may have the option of ordering IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If IW service is ordered from AT&T, it is your sole responsibility to obtain landlord permission or approvals for such IW.

2) **Disclaimer of Warranties.** The condition of the IW over which your Internet Service is transmitted within your premises will impact the performance of the Internet Service, including with respect to speed, reliability and latency. You are solely responsible for the condition of any IW and AT&T expressly disclaims any responsibility thereto. If IW is provided by AT&T, upon completion of installation you will have full ownership and responsibility for such IW. Unless expressly agreed in writing to the contrary, AT&T makes no warranty to you or any other party for any work or materials constituting or associated with any inside wire. AT&T expressly disclaims any warranty of merchantability or fitness for a particular use, and AT&T has no responsibility to maintain, update, repair, replace, de-install, or remove any installed inside wire.

3) **Home Wi-Fi.** Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled home networking equipment (“Wi-Fi Equipment”) in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service (“Home Wi-Fi”). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment many be included with the particular Internet Service you are purchasing.)

In order to use Home Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Home Wi-Fi. Actual Home Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Home Wi-Fi is designed to provide you with the highest speed available from your home network at any given point in time, subject to the many different factors that can affect network performance. AT&T’s most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Home Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download Expected Speed of 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location is capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Home Wi-Fi will not exceed 25 Mbps.)

4) **Home Network Management.** Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your in-home network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your home network (which software would then be included in the term “Software” as used herein below), but you remain solely responsible for all aspects of your home network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your home
network and/or Home Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your home network by anyone accessing your home network, especially children.

e. **Nationwide Wi-Fi Hot Spots (For Internet)**. Access to AT&T's nationwide network of Wi-Fi Hot Spots may be available to you as part of the Service, and the AT&T Wi-Fi Hot Spots will provide you with access to the Internet via certain AT&T Internet access points (Locations). Primarily, this access is provided via a Wi-Fi network using an IEEE 802.11 standard. To access the Wi-Fi Hot Spots, you must have a device that is compatible with the specific Wi-Fi equipment deployed at a Location. Access to the Hot Spots is intended for the limited purposes of assisting with access to the public Internet for email and Web browsing or other purposes consistent with the AT&T Wi-Fi Terms of Service, which may be found at att.com/legal/terms.wiFiServices.html. In order to gain access to the Internet at a Location, You may need your Member account information including your Member ID. If you are also an AT&T Mobility customer, you may auto-authenticate at certain Locations without the use of your Member ID. The AT&T Wi-Fi Terms of Service will govern your use of AT&T Wi-Fi Hot Spots.

3. Registration and Membership

a. **Member Account**. When you complete the registration process for the Service, you become the "Member Account" holder. To be a Member Account holder you must either be: (i) 18 years or older, if an individual, or, (ii) be 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 acting through your duly authorized representative. You will be asked to choose a unique "Member ID" for your account.

b. **Sub Accounts**. Unless otherwise specified, Member Account holders may also create up to ten accounts with separate login credentials that are linked to the Member Account (each a "Sub Account"). Each Sub Account will also be required to accept this Agreement and complete the Sub Account registration.

c. **Member Account Responsibility**. The Member Account holder is responsible for all activity associated with the Member Account and any of its Sub Accounts, including all fees and charges, whether the charges are incurred by the Member Account or the Sub Accounts. Use of Member ID subjects you to the AT&T Access ID Terms and Conditions (available at att.com/accessidterms), which are incorporated herein by reference.

d. **Registration Data**. All information that you provide to AT&T must be accurate, including your name, address, credit or charge card numbers and expiration dates, and any payment information ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the AT&T Member Center by logging on to this site: http://start.att.net/membercenter

e. **Authority and Authorized User(s)**. You may authorize spouses, partners, family or other household members or designated persons to act on your behalf in managing your Member Account, including changing or adding equipment and programming: (i) by providing such person access to your confidential account password or passcode; (ii) by updating your account information to add authorized user(s); (iii) by granting authorizations and/or ordering permissions to Sub Account holder(s); and/or (iv) by granting anyone primary or secondary online access to manage your account (each such person, an “Authorized User”). Further, if you are not present and/or do not affirmatively identify yourself as the Member Account holder at the time of any Service installation, you hereby authorize any Adult who is present 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 your Services. You may also authorize these persons, along with guests known to you, to access your Internet Services, subject to your obligations at all times to maintain adequate security controls regarding access to your accounts, your network and the Internet Services and to ensure that all such individuals comply with the provisions of this Agreement.

f. **Password Protections**. Your account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify AT&T if your password or passcode has been compromised and/or you wish to remove an authorized user from your account; in the absence of such notification, you are responsible for activities on your Member Account, including by persons listed as authorized users.

4. Pricing

a. **Term Plans, Bundle Discounts**. When you purchased the Service, you agreed to a specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other AT&T services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs,
at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the AT&T services that you were required to purchase to receive the special rate; or (4) AT&T exercises a right under this Agreement to terminate your Member Account’s (or any associated Sub Account’s or Authorized User’s) use of the Service.

5. Termination or Cancellation of Service

a. Your Decision to Terminate or Continue Service. You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to any early termination fee which may be associated with that plan as specified in your Customer Service Summary, your Order Confirmation Letter or the applicable Fee Schedule(s) (referred to as an “Early Termination Fee” or “ETF”). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. Regardless of whether you are subject to any applicable term or have Service on a month-to-month basis, if you cancel Service prior to the end of your billing cycle, your Service cancellation will be effective as of the final day of your billing cycle for billing purposes. You will not receive a refund or prorated credit of any portion of Service if you cancel prior to the end of your billing cycle. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at att.com/internet-terms. The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement.

b. Service Suspension/Termination by AT&T. AT&T may immediately terminate or suspend your Member Account and Sub Accounts, and all or a portion of your Service without notice for any of the reasons set forth in AT&T’s Acceptable Use Policy, or if: (a) you provide false or inaccurate information to AT&T; (b) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) violate this Agreement or the AT&T Acceptable Use Policy; (c) you (or anyone you permit to utilize the Service, including a Sub Account associated with your Member ID) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to AT&T, employees or any of their vendor’s employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, AT&T has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the end of the billing cycle when the Service is terminated.

c. Suspension and Termination for Non-payment. AT&T may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges.

d. Suspension and/or Termination upon Loss of Access. Upon any interruption or loss of either your or AT&T’s rights to access any part of the network facilities required to provide your Internet Service, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, AT&T may, in its sole discretion, suspend or terminate all or any portion of your Internet Service. In general and where applicable, AT&T will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord and/or building manager providing all customary, reasonable and necessary rights and permissions to allow AT&T access to the network facilities necessary to provide your Internet Service. AT&T makes no representation and can’t guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Internet Service or any particular grade of Internet Service, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, AT&T will endeavor to provide you with reasonable advanced notice of any suspension or termination of Internet Service, however the timing of any suspension or termination, as well as the timing of any resumption of Internet Services, are entirely at AT&T’s reasonable discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended.

e. Restoral Fee and Payment of Past Due Amounts. If either you or AT&T suspends a Service for any reason set forth herein (other than due to AT&T’s loss of access), you must make satisfactory arrangements to pay all past due
You agree to pay in full each month: (1) the monthly fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection charges, and/or installation charges, if any; (4) late fees, Service Restoral Fees, and other applicable Service charges; and, (4) any applicable taxes, recovery fees, and surcharges that AT&T pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedules, which are expressly incorporated herein by reference.

a. Credit Check / Advance Payments & Deposits. By applying to purchase Internet Services, and by continuing to access the Internet Services, you are granting us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to: (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any AT&T services within the last five years; or, (4) late payments for current or prior bills, we may refuse to provide the Services or we may require an advance payment, a non-refundable payment, and/or a deposit. Interest will not be paid on advance payments or deposits unless required by law. We may require special payment terms such as additional advance payments or deposits if we determine that the initial payment was inadequate. We may establish limits and restrict your 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 your Service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of deposits through bill credits, cash payments, or as otherwise determined solely by AT&T. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

b. Billing. If the Service is eligible for self-installation and you choose to self-install the Service, billing will begin when Service is provisioned by AT&T, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by AT&T).

c. Method of Payment. Your monthly charges may be billed via a monthly AT&T bill or to a credit card. AT&T Internet customers will automatically receive an online bill (see below), unless you specifically notify us that you want to receive a paper bill by calling either of the following numbers (as applicable to you): Consumer: 800.288.2020; Business: 800.321.2000; Fixed Wireless: 800.288.2020.

d. Credit Card Billing. You may be asked to provide us with 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 for your Services or any related equipment. 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 shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize AT&T and/or any other company who bills products or services, or acts as billing agent for AT&T, to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide AT&T with updated credit card information upon the request of AT&T and any time the information you previously provided is no longer valid. 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 number unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at the option of AT&T, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional fee. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedule(s).
**e. Online Billing for AT&T Internet Members.** You must register online to establish a personal myAT&T 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 myAT&T 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 have forgotten 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.

**f. 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 will be assessed of no more than $10 per bill (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the Late Payment Charge amount applicable to your particular Service(s). Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any AT&T rights to collect the full amount due. You will also be charged a fee (the "NSF/Returned Check Fee") for each and any check or other instrument (including credit card charge backs) returned unpaid for any reason of no more than $30 per check or transaction (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the NSF/Returned Check Fee amount applicable to your particular Service(s). For a list of additional fees that could apply to the Service(s), please see the applicable Fee Schedule(s) at [www.att.com/ConsumerInternetFees](http://www.att.com/ConsumerInternetFees) and/or [www.att.com/BusinessInternetFees](http://www.att.com/BusinessInternetFees).

**g. Bill Inquiries.** If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (Consumer 800.288.2020; Business 800.321.2000; Fixed Wireless 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.

**h. Refunds and Credits.** Except as otherwise required by applicable law, any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes 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 previously paid tax, fee, or surcharge.

7. **Equipment & Software**

**a. Customer Equipment.** Other than the equipment and/or software provided to you by AT&T for use with the Service (collectively, the "AT&T Equipment"), you must provide all equipment, devices, and software necessary to receive the Service. 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 for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access your Service (modem, gateway, or otherwise) is owned by you or AT&T, AT&T reserves the right to manage such equipment for the duration of your Service and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment, the data or settings while you continue to receive the Service.

**b. AT&T Equipment.** Any AT&T Equipment, including modems, routers, antennas or gateways, will be either a new or a fully inspected and tested refurbished unit.

AT&T will repair or replace damaged AT&T Equipment as AT&T deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings, or otherwise alter the functionality of such equipment. 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. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by AT&T, you will be responsible for the price of repair or replacement.

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 AT&T 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 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. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

c. Access & Installation of Equipment. 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 (each, an Authorized User for purposes of this Agreement) to grant access to your premises for these purposes. You understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a MTU, 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” or “IW”). You warrant that you own or control the Inside Wiring, and give AT&T permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify AT&T from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

d. Power and Battery Backup. The AT&T Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, AT&T will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility. You may choose to purchase battery backup for your AT&T Equipment from third party manufacturers or retailers. For more information and minimum specifications visit att.com/batterybackup.

You also agree to be solely responsible for determining when backup batteries for any AT&T Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries. For more information and minimum specifications visit att.com/batterybackup.

Note that AT&T Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Internet Service as well as any additional services that use the AT&T Connection for transport (e.g. Voice over IP including e911) or require an internet connection to operate properly. AT&T will have no liability for loss of any service(s), whether provisioned by AT&T or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the AT&T equipment.

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

f. Return of AT&T Equipment: Except as otherwise provided, AT&T Equipment must be returned to AT&T undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the AT&T Equipment within this time period. If all AT&T Equipment is returned within six (6) months of termination, any fees charged for such AT&T Equipment will be refunded (other than fees for damages). No refunds will be made for AT&T Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

8. Account Security

You will receive a password associated with your Member ID upon completing the Service registration process. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, Member ID, or IP address. You agree to do all of the following:
(a) Immediately notify AT&T if you suspect any breach of security such as loss, theft, Public Use, or unauthorized disclosure or use of your Member Account or Sub Account, password, Member ID, or any credit or charge card number provided to AT&T by calling:

800.288.2020 for AT&T Internet and AT&T Fiber consumer subscribers and/or Fixed Wireless Internet subscribers
855.220.5211 for Access from AT&T in English (855.220.5225 for Access from AT&T in Spanish)
877.722.3755 for AT&T High Speed Internet subscribers, and AT&T High Speed Internet Direct (Business and Consumer)
888.321.2375 for FastAccess Business DSL, FastAccess Business DSL Direct, FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer)
866.722.3425 for AT&T Dial subscribers

(b) Ensure that you exit from your account at the end of each session; and,

(c) Periodically change your password. There is a risk that other users may attempt to access your computer 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 from loss.

9. Third Party Services

The Service may permit access to products, services, websites, advertisements, and content (“Third Party Content and Services”) from advertisers, publishers, vendors and other third parties (“Third Parties”). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. **YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION.** AT&T does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, AT&T does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. AT&T reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. AT&T shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

You may have previously been given the option to combine your Member ID with a user account or ID that was created in connection with certain Third Party Content and Services (a “Third Party ID”) to enable single sign on to the Site. In AT&T’s sole discretion, AT&T may elect to separate your Member ID from the Third Party ID. In such case, use of the Third Party ID will no longer enable you to authenticate into the Site or any other AT&T digital properties, and you will need to use your Member ID, Access ID or another ID that was created via AT&T, which was not combined with a Third Party ID, to access the Site or any other AT&T digital properties. Continued access and use of any Third Party Content and Services or Third Party ID will be subject to the terms of use provided by the applicable third party.

10. Restrictions on Use

Your use of the Service is subject to the AT&T Acceptable Use Policy ("AUP") which may be viewed at [http://www.att.com/aup](http://www.att.com/aup) and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, AT&T reserves the right to deny, disconnect, modify, and/or terminate, without notice, the Member Account or the Service provided by AT&T to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/Email/Usenet abuse, (vi) uses which are harmful to or interfere with the use of the AT&T network or its systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, and, (viii) uses that constitutes a security risk or a violation of privacy. In addition, AT&T reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when AT&T reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose AT&T to sanctions, prosecution, civil action or any other liability, See the AUP for a more detailed discussion of the policy.
a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless, or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access (“hotspots”) or any other public use of the Service, or for any high-volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of AT&T.

b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or any proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. AT&T assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

AT&T respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the “DMCA”) and other applicable laws, AT&T has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. AT&T may limit, suspend or terminate your service at any time with or without notice to you.

If you believe the copyright to your work has been infringed in connection with an AT&T service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)–(d), please provide the information listed at https://www.att.com/legal/terms.dmca.html to the designated agent listed at https://www.att.com/legal/terms.dmca.html. AT&T has no obligation to investigate possible copyright infringements with respect to materials transmitted on its systems. However, AT&T will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see https://www.att.com/legal/terms.dmca.html.

AT&T also maintains the AT&T Copyright Alert Program that allows copyright holders to notify AT&T of claimed infringement occurring on AT&T's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Under the program, content owners may submit notifications to AT&T of alleged copyright infringement based on information they have independently collected by joining peer-to-peer networks, in accordance with the industry standard Automated Copyright Notice System. AT&T then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an AT&T subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder’s broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, AT&T may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder’s broadband Internet access service. Account holders’ personally identifiable information is protected throughout this process. AT&T will not provide such information to content owners unless required to do so by court order. For more information about AT&T’s Copyright Alert Program, please go to: https://copyright.att.net/home.

AT&T’s policies may be revised from time to time and, in addition, AT&T may in its sole discretion voluntarily participate, on terms acceptable to AT&T, in copyright alert and graduated response programs with other stakeholders.

c. Use by Children. AT&T is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

AT&T suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of Web content you may feel are inappropriate for minors. However, AT&T also recommends that you remain diligent in the supervision of any minors in their use of the Service and the
Internet. Access controls provided through the Service are intended as a guide only. Neither AT&T nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither AT&T nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold AT&T liable for any loss or damage of any kind incurred as a result of the use of such access controls.

d. Network Management. AT&T reserves the right to engage in reasonable network management practices, and to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that AT&T may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or, (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way that creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that AT&T adopts a network management practice which will apply to your Service, we will provide you with a notice, by Web posting, bill insert, email, letter, and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

11. Data Management / Content

a. Data Management. You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router. AT&T is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

b. Content. You, and not AT&T, are entirely responsible for all content that you upload, download, post, email, transmit, or otherwise make available by use of the Service ("User Content").

AT&T does not claim ownership of User Content. However, with respect to User Content you submit or otherwise make available via your Internet Service, you grant AT&T a nonexclusive, unrestricted, irrevocable, worldwide, sublicensable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, to such User Content.

AT&T may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of AT&T, other end users, and the public.

12. Privacy Policies

Your use of the Service and registration data and certain other information about you are subject to the respective privacy policies of AT&T. This policy is available at att.com/privacy. To manage your privacy choices, you may do so by visiting att.com/cmpchoice from your desktop or from your mobile Web browser.

13. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.


Most customer concerns can be resolved quickly and to the customer’s satisfaction by calling our customer service department at 800.288.2020. In the unlikely event that the AT&T customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, AT&T will pay all costs
of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

Arbitration Agreement

a. AT&T and you agree to arbitrate all disputes and claims between you and AT&T. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
- Claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising)
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class
- Claims that may arise after the termination of this Agreement

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

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

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

c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than $75,000. (The filing fee currently is $200, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed
The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR when applicable, or in subparagraph (c)(1)(ii) of duplication, or disclosure by the Government is subject to restrictions as set forth in subparagaphs (a) through (d) of that is provided by AT&T for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, unauthorized access to the Service. You agree not to access the Service by any means other than through the interface manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by AT&T for use in accessing the Service. 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 FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

AT&T, or 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, whether the equipment is owned by you or AT&T, that AT&T, or the applicable third-party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods, or
(b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

15. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that AT&T is not liable for such interruptions. You further understand and agree that AT&T has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of AT&T. In addition, AT&T is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

16. Customer Service Support

AT&T provides free basic customer care for Service purchased from AT&T and covered under this Agreement. Although AT&T reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as AT&T deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), AT&T does not provide support for devices that access the Service under this Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE, AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

2. AT&T AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE, AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE, AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE, AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE, AND/OR SOFTWARE WILL BE CORRECTED AND (vi) THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER AT&T NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT,
INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE, THE EQUIPMENT AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

19. Indemnity

You agree to indemnify and hold AT&T, and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP, or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy, and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless, and indemnify AT&T from and against any and all claims stemming from usage of this account and any Sub Account - whether or not such usage is expressly authorized by you.

20. General

a. Contact Information. Unless otherwise specified in this Agreement, notices by Members to AT&T must be given by calling: for AT&T Dial subscribers (866.722.3425), for AT&T High Speed Internet subscribers (Business and Consumer) (877.722.3755), for AT&T Internet and AT&T Fiber subscribers (Consumer Only) (800.288.2020), for FastAccess DSL and BellSouth Dial Internet subscribers (Business and Consumer) (888.321.2375), for Fixed Wireless Internet (Business and Consumer) (800.288.2020), and for AT&T Internet for Business (800.321.2000).

b. Trademark Information/Proprietary Rights. AT&T and the AT&T logos and all other AT&T brands, logos, and product and service names ("AT&T marks") are registered trademarks or trademarks of AT&T Intellectual Property. Any use of AT&T Marks is prohibited without permission of AT&T Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

c. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between AT&T and you. This Agreement governs your use of the Service, superseding any prior agreement between you and AT&T with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other AT&T or affiliate services, third- party content, or third-party software. 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. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. You agree that regardless of any statute of laws 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. We can assign all or part of AT&T rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.
d. **Survival.** Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, and General.

To report violations of this Agreement or the AT&T Acceptable Use Policy, please go to: [http://www.att.com/aup](http://www.att.com/aup) or email us at abuse@att.net.

e. **Consent to Contact.** You expressly authorize, and specifically consent to allowing, AT&T and/or its affiliates, outside collection agencies, outside counsel, or any other agents acting by or on behalf of AT&T (collectively, the “AT&T Parties”) 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 including a number for a cellular phone or other wireless device or service (collectively, your “Contact Information”) that you have provided, or may in the future provide, to AT&T or any AT&T Party, or which any AT&T Party otherwise identifies as your Contact Information, and to any and all telephone numbers, wireless devices or electronic addresses billed on your AT&T 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, regardless of whether you incur charges as a result. 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.
Schedule 1 - List of Services by Brand Name and AT&T Entities

Unless otherwise expressly provided in writing to the contrary, the services covered by the applicable terms include, without limitation, those listed below and are generally provided by the applicable AT&T entities identified below.

**IP BROADBAND INTERNET SERVICES** include

- AT&T Fiber and/or AT&T Business Fiber
- AT&T Internet, AT&T Internet Basic and/or AT&T Internet for Business
- AT&T High Speed Internet (including Max and/or Max Plus)
- AT&T High Speed Internet for Business (including Max and/or Max Plus)

(Note: AT&T High Speed Internet Max and Max Plus were sometimes formerly referred to as U-verse Internet)

**DSL INTERNET SERVICES** include

- AT&T High Speed Internet (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro and/or Elite)
- AT&T High Speed Internet Direct (including Lite, Ultra, Xtreme, XtremePro, Basic, Express, Pro and/or Elite)
- AT&T High Speed Internet Business Edition and/or AT&T High Speed Internet Business Edition Direct
- DSL Direct (including Express, Pro and/or Elite)
- FastAccess DSL and/or FastAccess DSL Direct (including Lite, Ultra, Xtreme and/or XtremePro)
- FastAccess Business DSL and/or FastAccess Business DSL Direct

**DIAL UP INTERNET SERVICES** include

- AT&T Dial services
- BellSouth® Dial Internet Service

Unless otherwise expressly specified in writing to the contrary, **Internet Services** are provided by your local AT&T telephone company, depending on the state where service is provided, as follows:

- BellSouth Telecommunications, LLC in AL, GA, FL, KY, LA, MS, NC, SC, and TN.
- Southwestern Bell Telephone Company in AR, KS, MO, OK, and TX
- Pacific Bell Telephone Company in CA,
- Illinois Bell Telephone Company, LLC in IL,
- Indiana Bell Telephone Company, Incorporated in IN,
- Michigan Bell Telephone Company in MI,
- Nevada Bell Telephone company in NV,
- The Ohio Bell Telephone Company in OH
- Wisconsin Bell, Inc. in WI,

Outside of the local AT&T telephone company franchise areas in the states listed above, **Internet Services** are generally provided by Teleport Communications America, LLC and/or one or more of its subsidiaries.

Outside of the states identified above, **Internet Services** are provided as indicated below:

- AT&T DIAL is provided in states not listed above by AT&T Corp.

- Other **Internet Services** are provided by TC Systems, Inc. in NY and by Teleport Communications America, LLC in any other state not identified in the list above.

Unless otherwise specified, **FIXED WIRELESS INTERNET** is provided in all applicable states by AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T.

All companies listed in this Schedule 1 are referred to in this Agreement, where, as and to the extent applicable, as “AT&T or “we,” “us,” or “our”.
Schedule 2 - IP Broadband Internet Service

“IP Broadband Service” refers to any internet service provided through Internet Protocol technology and generally encompasses those services marketed as “AT&T Internet” and “AT&T Fiber.”

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving IP Broadband Internet Services. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to IP Broadband Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the IP Broadband Internet Services.

Additional Equipment for AT&T Internet and/or AT&T Fiber Customers. AT&T will make available to you certain equipment, which may include one or more of the following:

1. a Wi-Fi Gateway ("WG") located inside your premises,
2. an Optical Network Terminal ("ONT") where AT&T's fiber network terminates, which may be located inside your premises, on the outside of your premises, in your garage, or in a central location in a MTU environment;
3. an Intelligent Network Interface Device ("iNID") (which provide your services if you do not have a gateway),

all of which are herein collectively referred to as "Internet Equipment"), required for your Service. If you have not purchased Internet Equipment from AT&T or if previously purchased Internet Equipment is beyond the one-year (1-year) warranty period (from date of installation) and requires replacement, then you agree to pay any applicable monthly equipment fee for the Internet Equipment required for use with your Service, as part of your purchase of or continued use of the Service and/or other AT&T services. Equipment fees and purchase options depend on the AT&T Services and/or rate plans you order and the installation options you choose.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WG's have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

AT&T may also make available additional, optional internet related equipment for sale or lease in connection with your Service, such as various types of home networking equipment (ex: Wi-Fi Extenders). Unless otherwise expressly specified to the contrary, any amounts for the purchase or lease of this additional equipment will be separate from and in addition to amounts payable for your Service. Use of such additional equipment may be subject to additional terms and conditions as specified in connection therewith.

Return of Equipment. If your Service is provided by an iNID, you should not return the iNID home networking hub, (Model# j38HG) or the ONT. The iNID or ONT should remain where installed on your premises.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG. (You should also return any set top boxes or TV receivers you may have received for use with related AT&T Services.)

Return of any additional and/or optional equipment may be subject to different rules or requirements than the Internet Equipment which will be communicated to you at the time of return.
“Fixed Wireless Internet Service” or “Fixed Wireless Internet” refers to a wireless high-speed broadband internet access service that offers you a capability for acquiring or retrieving information from; generating, storing, transforming, processing, or utilizing information on; or making available information to other Internet end points connected directly or indirectly via a fixed wireless connection to the AT&T network.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Fixed Wireless Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Fixed Wireless Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Fixed Wireless Internet Service.

**Speed.** As set forth on the AT&T Speed Tier Page, Fixed Wireless Internet customers should expect to see service capability speeds of at least 10Mbps downstream and at least 1Mbps upstream.

**IP Addresses.** Static IP addresses are not used or available as part of the Fixed Wireless Internet Service. Services such as Web hosting, or hosted services such as camera, gaming server, etc. that require static IP address are not supported by Fixed Wireless Internet. See “Service Availability and Limitations" below for more information on service limitations.

**Service Requirements.** To qualify for Fixed Wireless Internet Service, you must reside in an area where we provide Fixed Wireless Internet service. Fixed Wireless Internet requires an outdoor antenna that is professionally mounted on or near the exterior of your service location. Unless otherwise noted in the terms governing your plan, an eligible Fixed Wireless Internet plan is required.

Customers obtaining broadband services under the Connect America Fund (CAF) program may be randomly subjected to performance testing to comply with FCC CAFII certification requirements. Performance testing will be conducted for a duration of four weeks and should have minimal impact on customer's Internet access experience. This testing will conducted by AT&T and should not require any customer intervention.

**Changing Service Location.** You may not use the Fixed Wireless Internet Service at any address other than your Service address or move any of the Equipment to another address while you remain an AT&T Fixed Wireless customer. If you are moving to a new residence at which Fixed Wireless Internet Service is available, and you wish to continue using the Service, you may request that AT&T install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If Fixed Wireless Internet Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee. If you change your service location but fail to call us at 800.288.2020 to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply

**Fixed Wireless Equipment.** Depending on your Service address, your Fixed Wireless Internet Service will include some or all of the following AT&T Equipment:

1) **Outdoor Antenna.** The Outdoor Antenna provides an interface to AT&T’s network. The Outdoor Antenna and the APS (described below) require electrical power from your service location to operate, which you are responsible for providing. AT&T will install your Outdoor Antenna. Once the Outdoor Antenna has been installed by AT&T, you may not move the Outdoor Antenna to a different location or reposition at your address or any other address while you continue to receive the Service.

2) **Antenna Power Supply ("APS").** The APS provides power supply and data connectivity for the Outdoor Antenna; your unit has integrated lightning surge protection and two LED Indicators: Power and Outdoor Antenna connectivity. AT&T will install your APS. Once the APS has been installed by AT&T, you may not move the APS to a different location or reposition at your address or any other address while you continue to receive the Service.
3) **Wi-Fi Gateway ("WG").** The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup. AT&T will install the WG. Once the WG has been installed by AT&T, you may not move the WG to a different location or reposition at your address or any other address.

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

**Responsibility for and Return of Equipment.** Upon termination of your Service for any reason, AT&T shall remain the owner of the Wi-Fi Gateway, and you must return the Wi-Fi Gateway, undamaged, within 21 calendar days to AT&T. If the Wi-Fi Gateway is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the Wi-Fi Gateway.

Although the Outdoor Antenna and APS will constitute AT&T Equipment during the term of any Fixed Wireless Internet Service, you will be considered the owner of the Outdoor Antenna and APS for all other purposes and you will not need to return the Outdoor Antenna and APS to AT&T upon termination of your Fixed Wireless Internet Service. Upon termination of your Service for any reason, the Outdoor Antenna and APS will remain where installed at your location and you will be solely responsible for any and all future service, care, maintenance and removal of the Outdoor Antenna and APS. Service, care, maintenance and removal of the Outdoor Antenna and APS should be performed only by an experienced professional; you should not attempt to perform such activities yourself. AT&T shall have no ongoing duty, obligation, or responsibility to perform any service, care, or maintenance on the Outdoor Antenna and/or APS or to uninstall or remove the Outdoor Antenna and/or APS after termination of the Service. AT&T shall have no liability to you or any other person or entity related to or arising out of the Outdoor Antenna and/or APS. You agree to indemnify and hold AT&T and its subsidiaries, affiliates, officers, agents, licensors, employees, sub-contractors, and partners harmless from any claim or demand, made after termination of Service, arising out of or related to the Outdoor Antenna and/or APS, including, but not limited to, claims for personal injury, property damage, wear and tear, or equipment degradation.

**Service Availability and Limitations.** Fixed Wireless Internet Service will not be available in all areas at all times. Many factors can affect the availability and quality of your Fixed Wireless Internet Service, including, but not limited to, Capacity Limitations such as network capacity, terrain, buildings, foliage, and weather. Fixed Wireless Internet Service is delivered via cell sites in AT&T’s wireless network. Each cell site can support only a limited number of subscribers. These Capacity Limitations may mean that Fixed Wireless Internet may be identified as available at the time of ordering but may not prove to be available at the time scheduled for installation.

Fixed Wireless Internet Service is not compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX Phone systems, or dial-up Internet. Fixed Wireless Internet Service may not be compatible with DVR/Satellite systems; check with your provider. Public IP addresses are not used or available through Fixed Wireless Internet Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.

Fixed Wireless Internet Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

Fixed Wireless Internet Service is also subject to the following service limitations and/or Capacity Limitations:

- Proximity of antennas;
- Cell tower outage or site outage;
- Maintenance work at a cell tower;
• Use of capacity due to high number of users simultaneously using data intensive applications;
• Damage to the Outdoor Antenna or cables;
• Rotation of Outdoor Antenna from the optimum bearing;
• Device location outside the range of Wi-Fi Gateway;
• Blockage of the signal between premise antenna and the cell tower (caused by artificial objects – building, barn, etc.);
• Improper installation or tampering with Outdoor Antenna; and
• Power outage.

**Prohibited Network Uses.** Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). These Prohibit Network Uses are in addition to and not in lieu of the requirements set forth in AT&T’s Acceptable Use Policy. We may take any and all reasonable actions necessary to restrict any prohibited network uses, including those addressed in AT&T’s Acceptable Use Policy and/or any use in a manner that:

• Hinders other customers' access to the wireless network;
• Involves the installation or similar mechanism to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
• Negatively affects our network or compromises network security or capacity;
• Excessively and disproportionately contributes to network congestion;
• Adversely impacts network service levels or legitimate data flows;
• Degrades network performance; or
• Causes harm to the network or other customers.

**PLEASE NOTE:** As of the effective date of these Terms, the contact telephone number for assistance with Fixed Wireless Internet issue has been changed from 855.483.3063 to 800.288.2020. Calls to 855.483.3063 will be forwarded for a short period of time on a transitional basis but all future calls regarding Fixed Wireless Internet should be made to 800.288.2020.
"DSL Service" or "DSL Internet Service" refers to any Internet Service provided through traditional Digital Subscriber Line technology, which may include Services sold under the names AT&T High Speed Internet, AT&T High Speed Internet Business, FastAccess DSL and/or FastAccess Business DSL, individually or collectively.

(Note: Internet Services sold under the name AT&T High Speed Internet included both DSL Services and IP Broadband Services. If you are unsure which applies to your Internet Service, please contact us for more information.)

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving DSL Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to DSL Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the DSL Service.

**Termination of Local Wireline Voice Service.** If you change or terminate your AT&T local wireline voice service, we may in our discretion either terminate your DSL Service or continue to provide it at the then-current rates, terms, and conditions. You agree to pay any new or higher monthly fees that may apply to your new DSL Service after termination of the wireline voice service. If AT&T elects to terminate your DSL Service, we reserve the right to charge any applicable early termination fees.

**Capacity Limitations.** DSL Internet Services are particularly subject to limits upon availability due to Capacity Limitations. If DSL Internet Services are suspended or terminated at your locations for any reason, AT&T cannot guarantee that you will be able to subsequently renew or restore DSL Internet Service at that location.

**Conversion from DSL Service to AT&T Internet Service.** When AT&T is able to provision AT&T IP Broadband Internet Service at your location, we may, in our discretion, discontinue your DSL Service and make available to you AT&T IP Broadband Internet Service at the then applicable rates, terms, and conditions, which may differ from your previous DSL Service rates, terms, and conditions (including Bundle Discounts). If you are on a Term Plan and your price will increase as a result of this conversion, you will not have to pay any applicable Early Termination Fee if you elect to cancel DSL Service instead of receiving IP Broadband Internet Service.

In the event that you elect to receive AT&T IP Broadband Internet Service, your new Internet Service may require different AT&T Equipment.

When you are selected for conversion, we will provide at least thirty days' notice of the discontinuation or suspension of your Service via email, direct mail, bill page message, or bill insert. Thirty days after such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen days.

**Billing.** Credit card billing may not be available for AT&T High Speed Internet Direct.
“Dial Up Internet” refers to any Internet Service provided through dial-up Internet access, such as AT&T Dial and/or BellSouth® Dial Internet Service, individually or collectively.

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Dial Up Internet Service. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Dial Up Internet Service. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Dial Up Internet Service.

**Speed.** AT&T Dial Up Internet is a narrow band internet service. AT&T makes no commitment with respect to the speed of Dial Up Internet. Speed is entirely dependent upon Customer Equipment utilized to access the AT&T Dial Up Internet Service.

**IP Addresses.** AT&T Dial Up Internet Service supports IPV4 only: It does not support IPV6.

**Dial-Up Access Options and Toll Charges.** AT&T will provide telephone numbers to connect to or register for the Service. Depending on location, local access numbers for dial-up Internet access may not be available in your area. Even access numbers in your area code may result in toll, usage, or long distance charges. Please check with your local phone company to determine whether additional charges apply. You are responsible for selecting the best number for you and for all telephone fees and charges associated with the use of the telephone number you select. In no event will AT&T be responsible for any telephone fees or charges incurred as a result of the telephone number you select. Use of the Service (or portions thereof) and of specific telephone numbers is subject to change or interruption at the discretion of the telecommunication company or AT&T.

**Termination of Dial Service.** Monthly recurring charges for Dial service are not prorated. If you disconnect, cancel, move to another price plan, or are suspended by AT&T prior to the end of your monthly billing cycle, you will be charged for the entire period of you billing cycle of Service. If you upgrade your AT&T Dial service to an AT&T Internet Service your Dial charges will be prorated.
Schedule 6 - Business Internet Services

Additional Terms and Conditions Applicable only to Business Internet Services

In addition to those terms contained in the body of this Agreement, the following additional terms apply to customers purchasing and/or receiving Business Internet Services. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to Business Internet Services. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Business Internet Services.


1. Inside Wire. When ordering AT&T Internet Service, you will be responsible for obtaining Inside Wire (IW) in the form of copper wire or fiber optic cable between the AT&T network termination interface at your building and the gateway equipment located at the customer premises. You may have the option of requesting IW from AT&T or installing your own IW. If you elect to install your own IW, the IW must be installed and available for use by AT&T Technicians before you order AT&T Internet Service. If inside wire service is requested from AT&T, it is Customer's full responsibility to obtain landlord permission or approvals for such inside wiring. For AT&T Internet for Business (fiber-based only), any determination of whether the inside wire work will be provided by you or AT&T will be made at the time the installation technician is dispatched and surveys the job.

2. Inside Wire - Disclaimer of Warranties. If inside wire is provided by AT&T, Customer will upon completion of installation have full ownership and responsibility for such inside wire. AT&T MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PARTY FOR ANY WORK OR MATERIALS CONSTITUTING OR ASSOCIATED WITH ANY INSIDE WIRE. AT&T EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND AT&T HAS NO RESPONSIBILITY TO MAINTAIN, UPDATE, REPAIR, REPLACE, DE-INSTALL, OR REMOVE ANY INSTALLED INSIDE WIRE.

3. Local Wi-Fi. Depending upon the Internet Service you purchase, your Internet Service may include Wi-Fi enabled local area networking equipment (“Wi-Fi Equipment”) in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service (“Local Wi-Fi”). (See the Applicable Schedule for details about what kind of Wi-Fi networking equipment may be included with the particular Internet Service you are purchasing.)

In order to use Local Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled device you are utilizing must be in close enough proximity to the Wi-Fi Equipment to achieve connectivity with the Local Wi-Fi. Actual Local Wi-Fi coverage and quality may vary depending upon the location of the Wi-Fi Equipment, the location of the applicable Wi-Fi enabled device and conditions in and around the premises in which both the Equipment and the Wi-Fi enabled device operate.

Local Wi-Fi is designed to provide you with the highest speed available from the network at any given point in time, subject to the many different factors that can affect network performance. AT&T’s most recent generation of Wi-Fi Equipment generally supports the IEEE 802.11 a/b/g/n/ac standard, although older Wi-Fi Equipment may only support the IEEE 802.11b or IEEE 80.11b/g standards. The theoretical maximum speed you may be capable of achieving from your Home Wi-Fi will depend heavily on which IEEE 802.11 standard is supported by the Wi-Fi Equipment you have as well as which IEEE 802.11 standard is supported by the particular device you are utilizing. (By way of example only, IEEE 802.11b offers a theoretical maximum of 11 Mbps while IEEE 802.11n offers a theoretical maximum of 600 Mbps. Even if the Wi-Fi Equipment at your location is capable of supporting IEEE 802.11n, if you are utilizing an older device that is only capable of supporting the older IEEE 802.11b standard your theoretical maximum speed will be limited to 11 Mbps.)

Although the IEEE 802.11 a/b/g/n/ac standards have theoretical maximum speeds ranging from over ten Mbps to over a gigabit per second, depending on which standard applies, actual Wi-Fi speeds will be substantially lower than the theoretical maximum speeds which describe the physical throughput rate including Wi-Fi protocol communications. The result is that the maximum you can receive may not exceed 40%-50% of the theoretical maximum Wi-Fi standard speed and may be significantly lower depending on other applicable factors. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the
theoretical maximum speed of the service. (By way of example only, if you order AT&T Internet 25, with a download speed range of between 15 Mbps and 25 Mbps according to the AT&T Speed Tier page, even if the Wi-Fi Equipment at your location and the device you are utilizing are both capable of supporting the IEEE 802.11n standard with a theoretical maximum speed of 600 Mbps, the theoretical maximum internet download speed with your device connected to your Local Wi-Fi will never exceed 25 Mbps.)

4. Local Area Network Management. Although AT&T reserves the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your internal network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. AT&T may provide you with tools or software to assist you in managing one or more aspects of your internal network (which software would then be included in the term “Software” as used herein below), but you remain solely responsible for all aspects of your network, including any activity by employees, customers or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your local area network and/or Local Wi-Fi. For that reason, AT&T recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet Services and your local network by anyone accessing your network.

5. Service Guides. If you are an AT&T FastAccess Business DSL customer, or an AT&T High Speed Internet Business Edition customer, you are also subject to the terms set forth in the service guides for these services, which are incorporated herein by reference and may be found at:


6. Reimbursement for Time, Materials and Expenses: If Customer cancels an order for or terminates any Service or Service Component (other than as permitted for default by AT&T), or AT&T cancels an order for or terminates any Service or Service Component for cause, prior to its Service Commencement Date, Customer will reimburse AT&T for time, materials, and expenses incurred prior to the effective date of such cancellation or termination, plus any third-party charges resulting from the cancelation or termination.

7. Arbitration Agreement:

AT&T and you ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and you (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **We agree that WE are waiving the right to a trial by jury, to participate in a class action, or to seek remedies beyond the extent necessary to provide individualized relief to, and affecting only, AT&T or You alone. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must: (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and, (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to $25,000 brought by You. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.
If you complied with the notice procedures above; the value of your claim or Demand is $25,000 or less; and the arbitrator awards you an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay you the award or $10,000, whichever is greater ("Alternative Payment"); and,
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of the last written settlement offer by AT&T, the arbitrator may consider only those attorneys' fees or expenses that you incurred through the date of your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but you may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or you may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service commitment, you may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If you are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 787.756.0804 or 866.578.5500; Online: jtrpr.gobierno.pr.
Schedule 7 – Access from AT&T

“Access from AT&T” refers to AT&T’s program designed to making low cost wireline home internet service exclusively available to Qualifying Households utilizing certain Underlying Internet Services (as those terms are defined below).

In addition to those terms contained in the body of this Agreement, and those terms applicable to the Underlying Internet Service, the following additional terms apply to customers participating in the Access from AT&T program. Where applicable, and except as otherwise specified, these terms will modify the terms contained in the body of the Agreement solely with respect to the Access from AT&T program. In the event of a conflict between these terms and terms contained within the body of this Agreement, the following terms will apply solely with respect to the Access from AT&T Service.

**Qualifying Households.** For purposes of Access from AT&T, a “Qualifying Household” refers to a) any individual or household with at least one resident who participates in the U.S. Supplemental Nutrition Assistance Program (SNAP); (b) with an address in AT&T’s twenty one (21) state service area, at which we offer wireline home Internet service, **AND** (c) no outstanding debt for AT&T fixed Internet service of any kind within the last six (6) months and no outstanding debt incurred under the Access from AT&T program. California households with at least one resident who receives Supplemental Security Income (SSI) benefits also may qualify based on the same requirements that apply to SNAP participants.

**Limited Availability.** Access from AT&T is only available to Qualifying Households. If your residence is not a Qualifying Household, you are not eligible for Access from AT&T.

**Underlying Internet Services.** Depending upon the facilities at the location to which the Service is being provided, Access from AT&T can be provided via either DSL Service or IP Broadband Internet Service, which are referred to as the “Underlying Internet Service.” Qualifying Households will be provisioned with the highest speed tier Underlying Internet Service available based on the facilities at the applicable residence, based on the following chart. The monthly price that you will be charged for your Access from AT&T will depend on the Underlying Internet Service you receive, as indicated below.

<table>
<thead>
<tr>
<th>SERVICE NAME</th>
<th>SERVICE TYPE</th>
<th>DOWNLOAD RANGE</th>
<th>UPLOAD RANGE</th>
<th>MONTHLY PRICE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet 12</td>
<td>IPBB</td>
<td>6.1-12 Mbps</td>
<td>.512-1.5 Mbps</td>
<td>$10 / month</td>
</tr>
<tr>
<td>Internet 10</td>
<td>IPBB</td>
<td>6-10 Mbps</td>
<td>.6-1.0 Mbps</td>
<td>$10 / month</td>
</tr>
<tr>
<td>Internet Basic 6</td>
<td>IPBB</td>
<td>3.1-6.0 Mbps</td>
<td>.512-1.0 Mbps</td>
<td>$10 / month</td>
</tr>
<tr>
<td>FastAccess DSL XtremePro High Speed Internet Elite</td>
<td>DSL</td>
<td>3.1-6.0 Mbps</td>
<td>.512-1.0 Mbps</td>
<td>$10 / month</td>
</tr>
<tr>
<td>Internet Basic 5</td>
<td>IPBB</td>
<td>3-5 Mbps</td>
<td>.6-1 Mbps</td>
<td>$10 / month</td>
</tr>
<tr>
<td>Internet Basic 3</td>
<td>IPBB</td>
<td>1.56-3.0 Mbps</td>
<td>.384-1.0 Mbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>FastAccess DSL Xtreme</td>
<td>DSL</td>
<td>1.56-3.0 Mbps</td>
<td>.384-1.0 Mbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>FastAccess DSL Direct Xtreme High Speed Internet Pro</td>
<td>DSL</td>
<td>1.56-3.0 Mbps</td>
<td>.384-1.0 Mbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>Internet Basic 1.5</td>
<td>IPBB</td>
<td>1-1.5 Mbps</td>
<td>.384-1.0 Mbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>FastAccess DSL Ultra</td>
<td>DSL</td>
<td>.769-1.5 Mbps</td>
<td>128-384 Kbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>FastAccess DSL Direct Ultra High Speed Internet Express</td>
<td>DSL</td>
<td>.769-1.5 Mbps</td>
<td>128-384 Kbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>Internet Basic 768</td>
<td>IPBB</td>
<td>200-768 Kbps</td>
<td>128-384 Kbps</td>
<td>$5 / month</td>
</tr>
<tr>
<td>FastAccess DSL Lite</td>
<td>DSL</td>
<td>200-768 Kbps</td>
<td>128-384 Kbps</td>
<td>$5 / month</td>
</tr>
</tbody>
</table>

*Prices are as of the effective date of this Agreement only and may be subject to change. Please call 855.220.5211 or visit [https://www.att.com/shop/internet/access/](https://www.att.com/shop/internet/access/) for current prices.*
Service availability and speed may vary by address. AT&T will assign you the fastest speed tier Underlying Internet Service available where you live, which shall be at AT&T’s sole discretion.

If none of the speeds identified in the chart above are technically available at your address, you will not be able to participate in the Access from AT&T program.

**Underlying Internet Service Terms.** Other terms applicable to your Access for AT&T program will depend on Underlying Internet Service you receive. In general, you will be subject to all the terms applicable to the Service Type into which your Underlying Internet Service falls. However, notwithstanding the applicable Underlying Internet Service terms, Qualifying Households who participate in the Access for AT&T program will not be required to

1. make any annual or monthly term commitments.
2. provide a deposit in order to initiate installation or activation of the Underlying Internet Service; or
3. pay an installation fee associated with the installation of the Underlying Internet Service

**Additional Equipment for Access from AT&T Customers.** AT&T will make available to you certain equipment for use in connection with your Access from AT&T Service, which may include a Wi-Fi Gateway ("WG") located inside your premises.

The WG is installed inside your premises and is required for the Service to function. A WG allows multiple devices to connect and communicate to the Internet wirelessly. Smartphones, tablets and laptops are common devices that access the Internet through a WG. A WG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Some WGs have an external battery backup while others have an internal battery backup.

AT&T is the owner of the WG. Upon termination of your Service for any reason, AT&T shall remain the owner of the WG, and you must return the WG, undamaged, within 21 calendar days to AT&T. If the WG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the WG.