

**AT&T U-VERSE® TV**  
**GENERAL TERMS OF SERVICE**  
Effective May 5, 2021

**1. GENERAL AGREEMENT**

The following Terms of Service, including any schedules hereto and any terms incorporated herein by reference (“this Agreement”) is between you, the customer, and one of the following AT&T companies, depending upon your service address: Southwestern Bell Telephone Company; Pacific Bell Telephone Company; Illinois Bell Telephone Company, LLC; Indiana Bell Telephone Company, Incorporated; Michigan Bell Telephone Company; Nevada Bell Telephone Company; The Ohio Bell Telephone Company; Wisconsin Bell, Inc.; or BellSouth Telecommunications, LLC (each individually and collectively referred to as “AT&T”). This Agreement constitute a legal document that details your rights and obligations as a purchaser of AT&T U-verse TV service (the “Service”).

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

You must accept this Agreement as a condition of receiving the Service. For purposes of this Agreement, “you” and “your” refer to the person purchasing the Service. “We,” “our,” “us,” refer to AT&T.

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

*Legal Authority.* You must be an adult over the applicable age of majority (e.g., eighteen (18) years of age in most U.S. states and territories; nineteen (19) in Alabama and Nebraska; and twenty-one (21) in Mississippi and Puerto Rico – an “Adult”) to purchase the Service as an individual or to accept this Agreement as an authorized representative for the person or entity who purchases the Service. By accepting this Agreement, you confirm you are an Adult. If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. All use of the Service, whether or not authorized by you, shall be deemed for your use. You are responsible for ensuring that all use of the Service complies with this Agreement.

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

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

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

*Service Description.* AT&T U-verse TV includes content available via AT&T U-verse TV, Equipment (see Section 6), Software (see Section 12), accessories, and tools (including a “remote access” tool which allows you to access portions of your AT&T U-verse TV service from a website or other medium).

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

Use of the Service is subject to the AT&T Acceptable Use Policy (available at <https://www.corp.att.com/aup>), which is incorporated herein by reference. Once you have purchased the Service you will have an account with AT&T (“AT&T Account”). Your AT&T Account will include information applicable to the Service including but not limited to billing information and charges related to the Service (whether recurring or one-time). If you have, or later obtain, a user ID, you are subject to the user ID Terms and Conditions (available at <https://www.att.com/accessidterms>), which are incorporated herein by reference. The AT&T Privacy Policy, which is incorporated herein by reference and is available online at

<https://www.att.com/privacy>, addresses AT&T's use of account information and other information specific to your use of AT&T Service.

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

### **3. INSTALLATION/SERVICE**

You will be responsible for payment of service charges for visits by AT&T or its subcontractors to your premises when a service request results from causes not attributable to AT&T or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by AT&T. You will provide AT&T and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other Adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that by authorizing an Adult resident or guest to grant access to your premises you authorize any such Adult to act on your behalf, including accepting this Agreement and any related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to the Service. You further understand and agree that AT&T may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow AT&T and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations AT&T deems appropriate for the work to be performed.

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

### **4. FEES AND CHARGES**

*Agreement to Pay.* You agree to pay all fees and charges for the Service associated with your AT&T Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Service, associated equipment, installation and maintenance, and

including all usage and other charges associated with your account. For a list of additional charges and fees that could apply to the Service, please see [www.att.com/VoiceUverseTVFees](http://www.att.com/VoiceUverseTVFees) (“Fee Schedule”). The Fee Schedule is incorporated into this Agreement by this reference. AT&T reserves the right to change fees and charges, increase or decrease fees and charges, or impose additional fees or charges without notice. In order to provide you with the Service, AT&T may pay taxes, fees, and surcharges to municipalities and other governmental entities, which AT&T may pass on to you.

*Late Payment Charge and Dishonored Check or Other Instrument Fee.* You agree that for each bill not paid in full by the payment due date, a Late Payment Charge of no more than \$10 per bill will be assessed (subject to applicable law and except as may otherwise have been expressly agreed in writing). For any check or other instrument (including credit card charge backs) returned unpaid for any reason, you will be charged a NSF/Returned Check Fee of no more than \$30 (subject to applicable law and except as may otherwise have been expressly agreed in writing).

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

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

*Data Usage.* Use of certain services, including but not limited to AT&T U-verse TV features and apps, will count towards your internet usage allotment. For more information about the use of

your residential Internet Service and the data plans that may apply to your service, how much data you use, and management of your data usage, please refer to [www.att.com/internet-usage](http://www.att.com/internet-usage).

## 5. BILLING AND PAYMENTS

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

You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this Agreement, you acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you authorize AT&T to charge the account number provided for such automatic payment or electronic funds transfer plan. To cancel your authorization for automatic payment or electronic funds transfer, you must call 800.288.2020. You should also contact your card issuer or financial institution to advise that you have cancelled your enrollment. Also, if you opt out of automatic payment or electronic funds transfer, you may lose the benefits of any promotion(s) that requires such payments or transfers pursuant to the terms of the applicable promotion(s) and subject to applicable law.

*Deposits, Fees and Limits.* We may require you to make deposits for Service, which we may use to satisfy your initial bill for Service, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. Interest will not be paid on deposits unless required by law. We may require additional deposits if we determine that the initial payment was inadequate. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of the deposit through bill credits, cash payments, or as otherwise determined solely by AT&T.

Based on your creditworthiness, a non-refundable fee may be required to establish service and we may require you to enroll, and remain enrolled, in an automatic payment or electronic funds transfer plan. We may establish additional limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due.

*Payment Cycle and Cancellation.* Billing for the Service commences when AT&T has provisioned the Service. Recurring charges for each month's Service will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Service generally will be billed in the billing cycle following the transaction, including (but not limited to) charges for Video on Demand and Pay Per View. Your first bill for Service may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination, subject to applicable law, your effective date of cancellation will be the last day of your current billing cycle and you will receive Service until the end of your billing cycle (exceptions may apply to certain promotional periods and must be in writing). You will not receive a prorated credit or refund for any remaining days of Service in your billing cycle after termination. Your Service will continue until the end of the bill cycle. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

*Limits on One-Time Orders.* As long as payments are current, you will have a limit (up to a maximum of \$150) per bill cycle on one-time orders, such as Video on Demand and Pay Per View transactions, billed to your account. This limit will vary based on creditworthiness or for other reasons.

*Method of Billing/Payment.* Fees and charges for the Service will be billed to your AT&T Account. **You will receive an online bill for the Service, unless you specifically notify us that you want to receive a paper bill for the Service (at 800.288.2020).** You must register online to establish a personal AT&T My Account and provide a billing email address. You will then be able to view and pay your bill online by logging on to your personal AT&T My Account (username and password required). You understand that you have sole responsibility for the security of your password and you are solely responsible for notifying AT&T if your password is lost or stolen. AT&T is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen password. If you forgot your password or want to change your password for any reason, you may request to reset your password online. It is your responsibility to notify AT&T immediately if your contact information changes.

*Bill Inquiries and Refunds.* If you believe you have been billed in error for the Service, please notify us within 60 days of the billing date by contacting Customer Service (800.288.2020). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid by the customer.

*Refunds.* You authorize AT&T to use outside payment processing agencies or other companies for purposes of paying any refund owed to you, and you further authorize AT&T to sell, assign or otherwise transfer its refund rights and obligations under this Agreement to outside payment processing agencies or other companies. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under

this Agreement, and such form may include a credit on your next statement, a check, or a prepaid debit card that may be subject to monthly service fees not to exceed \$2.95 per month and that are deducted from the amount of the refund.

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

## 6. EQUIPMENT

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

- a. A Wi-Fi® Gateway (“WG”) located inside your premises, and an AT&T U-verse TV Receiver (“Receiver”) that is required for the Service to function (the WG and Receiver herein collectively referred to as “Equipment”). If you do not purchase the Equipment from AT&T, you agree to pay a monthly equipment fee for the Equipment as part of your purchase of the Service for the duration of your receipt of the Service. Equipment fees may be included in your monthly charge for the Service or be charged separately (different taxes and surcharges may apply to the equipment fees, Service fees, and/or the equipment fee portion of the Service fees). Equipment fee/purchase options depend on the AT&T U-verse Service you order and installation options you choose. The Equipment requires electrical power from your premises to operate, which you are responsible for providing.
- b. If you have an WG inside your premises, you may also have an Optical Network Terminal (“ONT”), which is a box that may be located inside your premises, on the outside of your premises, in a central location in a multi-tenant building, or in your garage, where AT&T’s fiber network terminates. The ONT also requires electrical power from your home to operate, which you are responsible for providing. AT&T will install your ONT device. The ONT power supply box converts the AC power in your home to the DC power required by the ONT.
- c. If you do not have an WG located inside your premises, your service is provided by an Intelligent Network Interface Device (“iNID”) and a Receiver that is required for the Service to function (the iNID and Receiver collectively referred to as “Equipment”). If you do not purchase the Equipment from AT&T, you agree to pay a monthly equipment fee for the Equipment as part of your purchase of the Service for the duration of your receipt of the Service. Equipment fees may be included in your monthly charge for the Service or be charged separately. Equipment fee/purchase options depend on the AT&T U-verse Service you order and the installation options you choose. The iNID includes three components: (1)

a unit typically located on the outside of your premises or in your garage where the AT&T network terminates (the outside unit); (2) a home networking hub, which provides wireless networking capability and is located inside your premises, (the inside unit); and, (3) a power supply unit, typically located in a sheltered area either inside your premises or in an attached structure. You are responsible for providing the electrical power for the iNID.

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

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

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

**Return of Equipment.** Upon termination of the Service for whatever reason, you must return the Equipment, undamaged, within 21 calendar days to AT&T. If the Equipment is not returned within 21 calendar days, or is returned damaged, you will be charged for the value of the Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period. If the Equipment is returned within 90 days of termination, any fees charged for the Equipment will be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than 90 days after termination. In addition to termination of service, these return of equipment provisions apply if your existing equipment is replaced or upgraded for any reason.

## **7. INDEMNITY**

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, directors, officers, agents, and employees harmless from any claim, demand, action, citation, or legal proceeding, including, but not limited to, those arising out of or resulting from the death or bodily injury of any person,



or the damage, loss, or destruction of any real or tangible personal property, or for reasonable attorneys' fees (except as provided in paragraph 11(e) below), made by any party against AT&T, its subsidiaries, affiliates, directors, officers, agents, and employees arising out of or related to your use of or inability to use the Service, your connection to the Service, the provisioning or alleged failure to provision the Service, a violation of any provision of this Agreement, or your violation of any rights of another.

## **8. INTERRUPTIONS, LIMITATIONS, RESTRICTIONS, AND MODIFICATIONS TO SERVICE**

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

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

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

*Account restrictions.* As permitted under applicable law, in addition to other rights provided for in this Agreement, in the event a payment is past due, AT&T may restrict your account to prevent access to Video on Demand, Pay Per View, and other usage-based services and content.

## **9. ACCOUNT SECURITY**

*Customer Duty.* You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your AT&T Account, password, user ID, or IP address. You agree to: (a) immediately notify AT&T if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your AT&T Account, password, user ID, or any credit or charge card number provided to AT&T by calling 800.288.2020; (b) ensure you exit from your account as applicable at the end of each session; and (c) periodically change your password.

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

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

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

## **10. SUSPENSION AND TERMINATION**

*Reduction/Suspension/Termination by AT&T.* Your Service may be reduced, suspended or terminated if your payment is past due. AT&T may also reduce, suspend or terminate your Service if it is determined that there is previously unpaid, undisputed and outstanding debt for Service(s). Such reduction, suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While your Service(s) are suspended you will not receive automatic credit balances (if any are due) and billing will continue for your monthly charges, and any applicable promotional offers may be discontinued and revoked as determined solely by AT&T.

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

*Restoral Fee.* In addition, to resume your Service at any level above the minimum service package you must also pay an account Restoral Fee of \$35 (subject to applicable law and except as may otherwise have been expressly agreed in writing). The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service from the minimum service package.

AT&T may immediately terminate all or a portion of your Service or reduce or suspend Service, without notice, for conduct that AT&T believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without applicable policies or guidelines (including the Acceptable Use Policy), and AT&T may refer such use to law enforcement authorities without notice to you. Termination of suspension or reduction by AT&T of the Service also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

*Contacts to Terminate Service.* You may terminate the Service at any time by calling 800.288.2020. You must pay service fees and other charges incurred through the termination date, including any Early Termination Fees that apply. If you lease your Equipment, you may also be charged the value of any Equipment that is not returned in accordance with Section 6.

## **11. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

### **11.1 Summary**

Our customer-service department can resolve most customer concerns quickly and to the customer's satisfaction. Please visit [att.com/contactus](http://att.com/contactus) to contact the customer-service team for your AT&T Service. In the unlikely event that you are not satisfied with customer service's solution (or if we haven't been able to resolve a dispute between us after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.

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

### **11.2 Arbitration Agreement**

#### **11.2.1 Claims Subject to Arbitration:**

AT&T and you agree to arbitrate all disputes and claims between us, except for claims arising from bodily injury or death. This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to “AT&T,” “you,” and “us” include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, related entities, agents, employees, and all authorized or unauthorized users or beneficiaries of AT&T Services or products under past, present, or future Agreements between us.

Notwithstanding the foregoing, either party may bring an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

### **11.2.2 Pre-Arbitration Notice of Dispute:**

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

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

### **11.2.3 Arbitration Procedure:**

The arbitration will be governed by the then-current Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules are available online at [adr.org](http://adr.org) or may be requested by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator’s ruling will not be binding in proceedings involving different customers. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator or through a telephonic, videoconference, or in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which you or AT&T is entitled. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Except as provided in subsection 1.3.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

### **11.2.4 Arbitration Fees:**

If AT&T initiates arbitration or if you initiate arbitration of claims valued at \$75,000 or less, AT&T will pay all AAA filing, administration, case-management, hearing, and arbitrator fees, so long as you have fully complied with the requirements in section 1.3.2.2 for any arbitration you initiated. In such cases, AT&T will pay the filing fee directly to the AAA upon receiving a written request from you at the Notice Address or, if the AAA requires you to pay a filing fee to commence arbitration, AT&T will promptly reimburse you or arrange for the AAA to reimburse you for the filing fee and will remit the filing fee to the AAA itself. If you seek relief valued at greater than \$75,000, the payment of the AAA filing, administration, case-management, hearing, and arbitrator fees will be governed by the AAA rules. In addition, if the arbitrator finds that either the substance of your claim or the relief sought in the arbitration demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

### **11.2.5 Alternative Payment and Attorney Premium:**

If you fully complied with the requirements above in subsection 11.2.2 and the arbitrator issues an award in your favor that is greater than the value of AT&T's last written settlement offer made before the arbitrator was selected, then AT&T will:

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

If AT&T did not make a written offer to settle the dispute before the arbitrator was selected, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may resolve disputes and make rulings as to the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of AT&T's last written settlement offer, the calculation shall include only the portion of the award representing attorneys' fees and expenses that you reasonably incurred pursuing the arbitration through the date of AT&T's settlement offer.

The right to the Attorney Premium supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the Attorney Premium and a duplicative award of attorneys' fees or expenses. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award unless you have retained an attorney and one or more of your claims is determined to be frivolous or brought for an improper purpose.

#### **11.2.6 Requirement of Individual Arbitration:**

The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive

relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

### **11.2.7 Future Changes to Arbitration Provision:**

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

## **12. SOFTWARE**

The Service use and include certain software and/or firmware (the “Software”). Some Software resides on the Equipment.

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

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

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

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

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

### **13. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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

### **14. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, UNLESS PROHIBITED BY LAW, AT&T SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL,



CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF REVENUE OR PROFITS, BUSINESS OR GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) USE OF THE SERVICE (WHICH INCLUDES EQUIPMENT, SOFTWARE, AND INSIDE OR OUTSIDE WIRING), (b) THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE, AND/OR (c) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF THE SERVICE, EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF AN AT&T INSTALLER, TECHNICIAN, OR OTHER REPRESENTATIVE.

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

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND AT&T AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

## **15. EXCLUSIONS AND LIMITATIONS**

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

## **16. NOTICE**

Unless otherwise specified in this Agreement, notices to you may be made via email, regular mail, posting online at [att.com/legal/terms.uverseTVTermsOfService.html](http://att.com/legal/terms.uverseTVTermsOfService.html), recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number. In addition, if you purchase AT&T U-verse TV service, AT&T may also provide notices of changes to this Agreement or other matters by displaying notices on AT&T U-verse TV. It is your responsibility to check for such notices.

Unless otherwise specified in this Agreement or required by applicable law, notices by you to AT&T must be given by calling 800.288.2020 and such notices are effective as of the date that our records show we received your call.

## **17. INTELLECTUAL PROPERTY**

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

## **18. CREDIT REPORTING AUTHORIZATION**

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

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

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

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

## **20. MISCELLANEOUS PROVISIONS**

1. Except as specified in Section 11, this Agreement do not provide any third party with a remedy, claim, or right of reimbursement.
2. This Agreement and the materials it incorporates by reference constitute the entire agreement between AT&T and you and supersede any prior agreements between you or AT&T with respect to the subject matter of this Agreement.
3. This Agreement and the relationship between you and AT&T will be governed by the law of the state of your billing address except to the extent such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the

state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

4. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
5. Except as specified in Section 11, if any provision of this Agreement is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of this Agreement shall remain in full force and effect.
6. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.