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11 Attorneys for Defendant
 AT&T Mobility LLC

12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14 **SAN FRANCISCO DIVISION**
 15

16
 17 PATRICK HENDRICKS, on behalf of himself
 and all others similarly situated,

18 Plaintiff,

19 vs.

20 AT&T MOBILITY, LLC,

21 Defendant.
 22
 23

Case No. CV 11-00409-CRB

**DECLARATION OF ADAM GILL IN
 SUPPORT OF DEFENDANT AT&T
 MOBILITY LLC'S MOTION TO
 COMPEL ARBITRATION AND TO
 STAY CASE**

Date: September 23, 2011
 Time: 10:00 a.m.
 Courtroom 8

Honorable Charles R. Breyer

1 I, Adam Gill, hereby declare as follows:

2 1. The following facts are of my own personal knowledge, and if called as a witness
3 I could and would testify competently as to their truth.

4 2. I am employed by AT&T Mobility LLC (“ATTM”) as Senior Area Manager of
5 the Converged Services and Customer Experience group. Prior to January 2007, ATTM was
6 known as Cingular Wireless LLC (“Cingular”). I am familiar with the routine business policies
7 and procedures by which customers may place a telephone order for wireless service from
8 ATTM, and by which customers could have placed a telephone order for wireless service from
9 Cingular. I am also familiar with the routine business policies and procedures concerning how
10 such customers were and are presented with and able to accept the terms and conditions of
11 ATTM (and Cingular) service. In addition, I am familiar with the manner in which customer
12 records and documents containing ATTM’s and Cingular’s terms of service are stored and may
13 be retrieved in the regular and ordinary course of business.

14 3. As a matter of Cingular’s routine business practices and policies, when a
15 customer placed a telephonic order in June 2005 with a Cingular representative for a cellular
16 phone, that customer was sent a Cingular Welcome Kit that included, among other things,
17 personalized information specific to the customer’s phone and service plan as well as the
18 Cingular terms of service. A true and correct redacted exemplar of the version of the Cingular
19 Welcome Kit that was sent to customers in June 2005 is attached as Exhibit 1.

20 4. As a matter of Cingular’s routine business practices and policies, a customer’s
21 personalized Cingular Welcome Kit, including the terms of service, was made available at the
22 website <http://www.cingularwelcomakit.com> for approximately 30 days after the phone
23 purchase.

24 5. I have reviewed records for plaintiff Patrick Hendricks’s account. According to
25 these records, Mr. Hendricks placed an order by telephone for a cellular phone and wireless
26 service on June 1, 2005.

27 6. As a matter of Cingular’s routine business practices and policies, a customer who
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ordered wireless service and a cellular phone by telephone in June 2005 would have had the option to activate his or her device by using Cingular's website to accept the terms of Cingular wireless service.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 28, 2011, at Atlanta, Georgia.

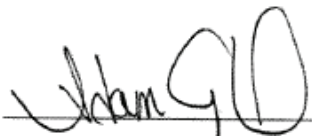

Adam Gill

Exhibit 1



Welcome EMPLOYEE LIABLE

This Welcome Kit includes everything you need to get started using your new wireless service and to get acquainted with your calling plan and calling features.

Cingular's Online Services

Start managing your account the way you want, when you want, day or night. It's quick, easy and free. Just go to my.cingular.com and register for online access today.

- View your unused minutes
- Change your rate plan
- View and pay your bill
- Manage your features
- Manage your service

Send messages, share photos, download ringtones and more - each is a part of Cingular MEdia. Learn more and sign up at www.cingular.com/media.

Need answers about your phone, how to download ringtones, graphics or setup voice mail? Visit our online support at my.cingular.com.

*Services:

FREE account information at your fingertips, 24 hours a day - 7 days a week

- To pay your bill from your wireless phone (by check, debit or credit card)

DIAL * PAY (* 729) SEND

Listen to get immediate access to our automated system.

- To check your balance due for payment

DIAL * BAL# (* 225) SEND

Within seconds, your balance is delivered via a text message to your phone screen.

- To check the number of minutes used

DIAL * MIN# (* 646) SEND

Within seconds, the minutes you used are delivered via a text message to your phone screen.

- To sign up for Roadside Assistance, Voice Connect[®] and more

DIAL * NOW (* 669) SEND

Welcome Kit

This Welcome Kit has been custom-prepared for you,
EMPLOYEE LIABLE

Welcome to Cingular Wireless

You are now part of the largest digital voice and data network in America! Your personalized Welcome Kit is an easy-to-read guide that summarizes your service. Please keep it handy for future reference especially when you receive your first bill. Please refer to your legal contract, receipt, and terms & conditions for other questions. You will be receiving, or may have already received, the state-of-the-art wireless phone you selected. In addition, visit www.cingularwelcomekit.com to view your Welcome Kit online. We appreciate your business!

Inside this Document:

STEP 1

Review the details of your Calling Plan, Features and General Information as this section will help you get acquainted with your service.

STEP 2

Review the Wireless Service Agreement and Rate Plan Terms & Conditions.

STEP 3

Installing/Verifying SmartChip installation:
Verify that the SmartChip is installed. If the SmartChip has been installed, move to Step 4. (Instructions for installing the SmartChip may be found on the last page).

STEP 4

Charging Your Battery - Charge your phone for 8 hours before placing any calls. Please ensure your phone is "Powered Off" before proceeding to the next step.

STEP 5

Accepting Terms & Conditions - To accept the terms of service, you need the following: Your wireless phone number, or shipping Zip Code, and your SSN or tax ID. Call 1-866-895-1099 from any telephone other than your new wireless handset, and follow the instructions provided to activate your wireless phone. Once you have completed this process, wait 20 minutes and turn your phone on. (NOTE: If you do not call within 30 days to accept the Terms & Conditions, your account will automatically be charged the full retail price of the phone).

STEP 6

Included in this Welcome Kit you will find:

- Details about your Calling Plan, Features & Equipment
- Additional Services Available
- Understanding Your First Bill
- Voice Mail Instructions
- Coverage Map(s)
- Rate Plan Terms & Conditions
- Wireless Service Agreement (Your copy)
- SmartChip Installation

- Still having issues, call us at 1-866-CINGULAR.
- The hours of operation for Cingular activation centers are Monday - Friday, 7AM to 7PM Central Time.

The Calling Plan For You, EMPLOYEE LIABLE

MY INFO

Wireless Phone Number (770) 789-7651

Foundation Account Number ("FAN")

Activation Date 08/21/2005

Shipping & Handling \$0.00

Term Of Service 2 Years

Activation Charge \$18.00

Monthly Service Charge \$45.00

Other charges are listed under My Plan Details.

Regular Minutes Anytime and daytime. 500

Additional Minute Charge \$0.45

Night & Weekend Minutes Unlimited

Mobile to Mobile Minutes Unlimited

Roaming Charges per Minute **FREE**

MY EQUIPMENT

My Phone: Motorola V180 \$49.99

My Accessory: NO ACCESSORIES PURCHASED \$0.00

TOTAL \$49.99

MY PLAN

My Rate Plan: FT14NATP500RUMMUNW

My Features Include:

BASIC VOICE MAIL	INCLUDED
CALL FORWARDING	INCLUDED
CALLER ID	INCLUDED
UNLIMITED MOBILE TO MOBILE MINUTES	INCLUDED
UNLIMITED NIGHTS AND WEEKEND MINUTES	INCLUDED
DETAILED BILLING - DATA	INCLUDED
ROAMING	INCLUDED
CALL WAITING	INCLUDED
MULTIMEDIA MESSAGING - PAY PER USE	INCLUDED
LONG DISTANCE	INCLUDED
ANYTIME ROLLOVER MINUTES	INCLUDED
TEXT MESSAGING - PAY PER USE	INCLUDED
3-WAY CALLING	INCLUDED
MEDIA NET PAY PER USE	INCLUDED

Equipment pricing above is prior to any applicable discounts being applied. Any applicable discounts will be reflected on your bill as a National Account Discount.

The Calling Plan For You, EMPLOYEE LIABLE

OTHER IMPORTANT INFO

PLEASE NOTE –

- Lost/Stolen Equipment: If you need to suspend your phone because it has been lost or stolen, please call 866-CINGULAR to suspend your service immediately.
- To re-establish automatic debit or credit card payment of your bill, go to www.cingular.com and click on manage my account or call 1-800-331-0500.
- Text Messaging charges are applied for messages sent and received.
- Mobile to Mobile minutes apply when dialing from your calling area.
- Roaming - Unless you have a GSM Nation Plan, your bill will include roaming charges if you make or receive calls outside your calling plan coverage area. Exceptions may apply.
- 10 digit dialing (area code + number) is recommended.
- Service Cancellation and Early Termination Fee - If you cancel your service contract within 30 days of service activation, any activation fee charged will be refunded. If you cancel your service after 30-days but before the date your contract expires, an early termination fee will be charged. Fees vary by state. For complete details, refer to your terms & conditions located within this document.
- Airtime minutes apply when...
Call 411 (up to \$1.50 charge per call).
Calling toll-free numbers (800, 866, etc.). Incoming calls, outgoing calls, long distance calls and voicemail.
- Return Policy - Cingular provides a 30-day exchange/return period on equipment and accessories per individual purchase. Any exchange/return of equipment must be received by Cingular within the 30 days from shipment date to receive a refund. Only pay for the minutes and services used. See return policy and instructions located in the back of this document.

GENERAL INFORMATION

MEDIA SERVICES - You can still use your phone for messaging if you are not on a package:
Text Messaging - 10¢ per message sent and received.
20¢ per message for international messages sent.
MultiMedia Messaging - 25¢ per message.
MEdia Net - 1¢ per KB.

ROLLOVER MINUTES - Unused, accumulated, Anytime Minutes that carry over from month to month.

- Will expire when the minutes reach an age of 12 billing periods.
- Minutes that are not 12 billing periods old will remain in the Current Rollover Balance until they are used, or they will expire when they reach an age of 12 billing periods.
- Customers will be able to view their accumulated minutes on their monthly bill.
- Customers will start to accumulate their unused Anytime Minutes each month after the first full billing period.
- Rollover Minutes are not redeemable for cash and are not transferable.
- Customers that migrate to a Non-Rollover plan will lose all accumulated minutes.

* **SERVICES** - FREE account information at your fingertips, 24 hours a day - 7 days a week.

- To pay your bill from your wireless phone (by check, debit or credit card):

Dial: *PAY SEND (*729 SEND)

Listen to get immediate access to our automated system.

- To check your balance due for payment:

Dial: *BAL# SEND (*225# SEND)

Within seconds, your balance is delivered via a text message to your phone screen.

- To check the number of minutes used:

Dial: *MIN# SEND (*646 SEND)

- To add one or more of these features to your service: Phone insurance, Roadside Assistance, Text Messaging, Voice Connect:

DIAL: *NOW# SEND

Please see www.cingular.com/starservices for limitations applicable to this service. Within seconds, your balance is delivered via a text message to your phone screen. Results for FamilyTalk customers may not involve all minutes for the entire FamilyTalk Group.

Some of these services may not be available with your plan, or you may not have activated these services. Exceptions and additional fees may apply. Please check online at www.cingular.com for more information.

The Calling Plan For You, EMPLOYEE LIABLE

INTERNATIONAL ROAMING - International Roaming allows customers to travel abroad and use their wireless phones. If you are planning on roaming internationally, you will need to contact Customer Service a minimum of one week prior to leaving to ensure that roaming is available in the country you plan to visit, your phone is compatible with the foreign service provider, and your account is set up to allow usage on their network. Visit www.cingular.com/cingularworld to obtain additional roaming information, which includes a listing of countries where you can roam with your Cingular service. For technical support contact 1-678-721-3900.

MANAGE MY ACCOUNT - Personalized information on your account via www.cingular.com or 1-800-331-0500.

- Review rate plan
- View current minutes used
- Pay bill online
- Add/remove phone features
- View bill online
- Set up Auto Pay
- Explanation of your bill
- Change address

PAPERLESS BILLING - Save time and gain access to your bill sooner by changing your monthly bill to paperless. Go online at www.cingular.com. Within My Profile section, select Edit under Suppress Paper Bill.

NATIONWIDE LONG DISTANCE - Calls can be made to anywhere in the 50 states when made from your Calling Plan Area. (Restrictions on local plans may apply).

- Rates for international long distance calls vary and are not included in the plan.

ENHANCED VOICEMAIL - Access your voice mail messages from any touch-tone phone.

- Even when you're away from your phone, you'll never miss a call.

FASTFORWARD SERVICE - Save your wireless calling minutes with FastForward. Forward your calls from your wireless phone to your local home or office phone without deducting from your wireless pool of minutes.

EXCHANGE BY MAIL - Repair or replace your wireless phone without leaving your home. If your phone is under warranty, call 1-800-801-1101, or visit www.cingular.com and select My Account. You will be on your way to receiving your replacement phone by mail.

MEDIA SERVICES - You can still use your phone for messaging if you are not on a package:

- Text Messaging - 10¢ per message sent and received. 20¢ per message for international messages sent.
- MultiMedia Messaging - 25¢ per message.
- MEdia Net - 1¢ per KB.

\$7-7-7 - Nights start at 7 p.m. for only \$7 per month or \$14 per month on FamilyTalk plans. Start your night and weekend minutes 2 hours earlier! For only \$7 per month or \$14 per month on FamilyTalk plans, you can get:

- Up to 10 additional hours per week.
- Up to 40 additional hours per month.
- More convenient times to utilize your Night and Weekend minutes.

BASIC VOICE MAIL - Even when you can't get to the phone, you won't miss a call.

- Callers can leave a message for you.
- Retrieve the message when you want.

CALL FORWARDING - Forward your incoming calls to another phone number. Airtime charges, plus any applicable long distance and/or roaming charges, are incurred for calls forwarded.

UNLIMITED MOBILE TO MOBILE MINUTES - Calls to and from other local Cingular customers in your mobile to mobile calling area.

- Mobile to Mobile Minutes do not roll over. (Exceptions may apply).

Some of these services may not be available with your plan, or you may not have activated these services. Exceptions and additional fees may apply. Please check online at www.cingular.com for more information.

Understanding Your First Bill

Below is an example of charges that will appear only on your first bill, as well as taxes and other charges that will appear on your first as well as subsequent bills.

- It may be a little higher than you expected, but don't worry.
- First bills include not only your regular monthly rate (billed one month in advance), but taxes, an activation charge, a pro-rated amount for the days left in the month when you signed up, plus minutes used beyond plan minutes.
- Also, your monthly Rollover Minutes start after the first full-month's billing.
- The estimates below are based on the highest tax/fee/surcharge rates assessed in your state. Your actual taxes/fees/surcharges may be less. This estimate is for your wireless phone number. These charges will be added to your existing bill.

Wireless Summary For: VICKI STEVENS		(770) 789-7651
Monthly Service Charges	First Bill	Ongoing Bill
Rate Plan:		
FT14NATP500RUMMUNW	\$55.16	\$45.00
Optional Services		
BASIC VOICE MAIL	Included	Included
CALL FORWARDING	Included	Included
CALLER ID	Included	Included
UNLIMITED MOBILE TO MOBILE MINUTES	Included	Included
UNLIMITED NIGHTS AND WEEKEND MINUTES	Included	Included
DETAILED BILLING - DATA	Included	Included
ROAMING	Included	Included
CALL WAITING	Included	Included
MULTIMEDIA MESSAGING - PAY PER USE	Included	Included
LONG DISTANCE	Included	Included
Total Monthly Service Charge	\$55.16	\$45.00
Usage Charges		
Additional Minute Charge		BASED
Roaming Charge		ON
Directory Assistance		ACTUAL
Long Distance Charge		USAGE
Total Usage Charges		
Credits, Adjustments & Other Charges		
Activation Charge	\$18.00	\$0.00
Equipment Charge	\$49.99	\$0.00
Shipping & Handling	\$0.00	\$0.00
Regulatory Cost Recovery Fee	\$2.50	\$1.25
Federal Universal Fund	\$1.68	\$1.37
State Universal Service Fund	\$0.00	\$0.00
State Gross Receipts Surcharge	\$0.00	\$0.00
Total Credits, Adjustments & Other Charges	\$22.18	\$2.62
Taxes		
Federal Excise Tax	\$1.65	\$1.35
State & Local Tax	\$3.86	\$3.15
911 Fee	\$3.00	\$1.50
Total Taxes	\$8.51	\$6.00
Total Charges For: (770) 789-7651	\$85.85	\$53.62

Cingular also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.

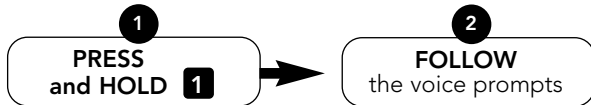
Instructions for Setting Up Voice Mail

Voice Mail Instructions

Setting Up Your Voice Mailbox From Your Mobile Phone

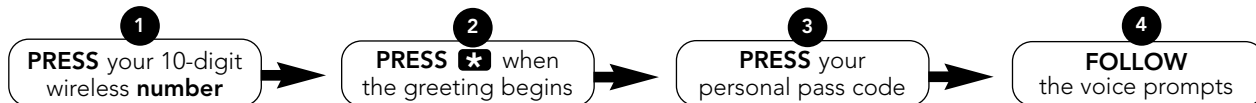


Checking Your Voicemail Message From Your Mobile Phone



If required, follow these instructions to re-establish your Voice Mailbox.

Checking Your Voicemail Messages From Any Phone Other Than Your Mobile Phone



While Roaming: Press and hold the 1 key and follow the voice prompts to access your Voicemail. *Additional information or questions concerning Voicemail may be directed towards Customer Service at 611 (press Voicemail option), a FREE call from your wireless phone, or call 1-800-331-0500

For more information on Voice Mail and other great features and products, please visit our website at:

www.cingular.com

Additional information or questions concerning Voice Mail may be directed towards Customer Service at 611 (press voice mail option) a FREE call from your wireless phone, or call 1-866-CINGULAR (1-866-246-4852).

For Deaf/hard of hearing customers: TTY1-866-241-6567

Questions on accessibility by persons with disabilities: 1-866-241-6568.



VML TP P 0404 0131
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SC, PA, NJ, DE, NY, MA, CT,
RI, TX, OK, AR, KS, MO, OH,
MI, WI, IL, IN, MD © 2004
Cingular Wireless LLC.

Voice Coverage Map



Cingular Nation (with a GSM handset)

- Anytime, Mobile to Mobile and Night & Weekend Minutes apply

No Service Area

Future Coverage

- Estimated Availability by Year End 2005

Cingular GSM handset required on Cingular Nation plans.

Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future Coverage, if depicted above, is based on current planning assumptions but is subject to change and may not be relied upon.

78802-EN-9

Rate Plan Terms

Terms Applicable to Cingular Nation GSM Plans:

Terms Applicable to Cingular Nation GSM Plans: GSM dual-band handset required. Wireless service is subject to credit approval. An early termination fee of \$240 prorated over the length of the service agreement applies to subscriptions in the following states: AL, FL, GA, KY, LA, MS, NC, SC, TN, NY and parts of IN and NJ. A non-prorated \$150 early termination fee applies in all other areas. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. Minute Increment Billing and Usage: Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. Cingular charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your anytime monthly minutes in the month in which the calls appear on your bill. Unanswered outgoing calls of 30 seconds or longer incur airtime. Pricing/Taxes/No Proration: Final month's charges are not prorated. Prices are subject to change. Prices do not include taxes. Activation Fees: \$36 Activation Fee for each new line. Cingular does not guarantee availability of the network.

Nights and Weekends: Nights are 9:00 p.m. to 6:00 a.m. Weekends are 9:00 p.m. Friday to 6:00 a.m. Monday (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming within the service area of land-based networks of the 50 United States, Puerto Rico and U.S. Virgin Islands (if you go to Guam and Northern Mariana Islands, you are roaming). International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S. and the included territories. Cingular reserves the right to terminate your service if less than 50% of your usage over three consecutive billing cycles is on Cingular-owned systems. Customer must (1) use a Cingular GSM dual-band handset programmed with Cingular's preferred roaming database; (2) have a mailing address and live in the immediate geographic area in which subscription is made. Caller ID Blocking: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. In the event that the conditions of the Plan as described above are violated, Cingular may move subscriber to another calling plan or terminate customer's service. Additional Terms and Conditions apply. See Wireless Service Agreement for additional conditions and restrictions.

Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not carry over. Bill Period 2 unused Anytime Minutes will begin to carry over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12 bill period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. Rollover Minutes are not redeemable for cash or credit and are not transferable. Night and Weekend and Mobile to Mobile Minutes do not carry over.

Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other Cingular phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Voice Connect: Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with Voice Connect Services. Caller ID cannot be blocked. Caller ID will be delivered on all calls, even if you have permanently blocked your name and number. Voice Connect Services provided by BeVocal. To terminate Voice Connect Services without incurring charges, dial 611 from your wireless phone within the 30-day trial period.

Terms Applicable to Features:

Terms Applicable to Features: Certain features will not be available in all areas at all times. See applicable brochure or visit www.cingular.com for terms applicable to features including Voicemail, Enhanced Voicemail, Roadside Assistance Service provided by Asurion (see Roadside Assistance welcome letter and/or brochures for full terms and conditions), Complete Equipment Protection Plan includes Equipment Insurance Protection Plan and Enhanced Warranty Protection Plan each available separately. Equipment Insurance Protection Plan is underwritten by Continental Casualty Company, a CNA company (CNA), and administered by lock\line, LLC (lock\line Insurance Agency, LLC CA Lic#0D63161), a licensed agent of CNA. Enhanced Warranty Protection Plan is a service contract administered by lock\line Warranty Services, LLC or its affiliates. Text/Instant Messaging, Directory Assistance, Mobile to Mobile Calling and MEdia Net. Regular per-minute airtime rates and other charges apply for calls when included features are used. Cingular and the graphic icon are registered trademarks of Cingular Wireless, LLC. Raising The Bar is a trademark of Cingular Wireless, LLC. © 2005 Cingular Wireless, LLC. All rights reserved.

MEdia Coverage Map



No Service Area



MEdia Coverage (with a data capable handset)

- Text/Instant Messaging, Multimedia Messaging, & Media Net



No data roaming charges nationwide.

Map depicts an approximation of coverage. Map may include areas served by unaffiliated carriers, and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Coverage does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future Coverage based on current planning assumptions, but is subject to change and may not be relied upon.

80003-EN-10

Rate Plan Terms

Terms Applicable to Cingular MEdia Plans:

Services: Text Messaging, Instant Messaging, Multimedia Messaging (MMS), MEdia Net, Ringtones, Info Alerts, Graphics, and Games (Services) require a compatible wireless phone. Services may be subject to certain equipment and service limitations, including memory, storage, network, coverage, accessibility or data conversion limitations. Use of Services will be charged as specified in your plan. Text, Instant, and MMS messages are charged when sent or received, whether read or unread or solicited or unsolicited. Cingular does not guarantee delivery of messages. Text, Instant, and MMS messages, including downloaded content, not delivered within 7 days will be deleted. Cingular reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. Content may be provided by independent providers. Cingular cannot control the content of messages, ringtones, games or graphics. Cingular is not a publisher of third-party content and is not responsible for any opinions, advice, statements, other information, services or goods provided by third parties. Third-party content providers may impose additional charges. Cingular is not responsible for loss or disclosure of any sensitive information you transmit or for the effects of Services on devices. Use of Services is subject to the Terms and Conditions of your Wireless Service Agreement.

Text & Instant Messaging: Messages are limited to 160 characters per message. Premium text messages are charged at their stated rates. Text messages sent to international locations from the U.S. are 20¢ per message sent.

MMS: Subscription to MMS, MEdia Net and Text Messaging required. MMS messages less than 1 kilobyte, including text-only MMS messages, will be charged as text messages at your current Text/IM rate and are not unlimited as a part of the MEdia Works bundle. Premium multimedia messages are charged at their stated rates. Some elements of MMS messages may not be accessible, viewable, or heard due to limitations on certain mobile phones, PCs, or e-mail. Maximum MMS message size is 100 kilobytes. Cingular reserves the right to change the MMS size limit at any time without notification. MMS pricing is for domestic messages only. Additional charges apply for MMS intercarrier messaging when available. Additional kilobyte charges may apply when roaming internationally. When a single MMS message is sent to multiple recipients, the sender is charged for one message and each recipient is charged for the message received. Text Message notifications may be sent to non-MMS subscribers if they subscribe to Text Messaging.

Ringtones/Graphics/Games/Applications/Alerts: Ringtones, Games and Applications may be delivered in multiple messages. Ringtone, Graphic, Game and Application charges are incurred at the stated one-time download rate or subscription rate, plus a kilobyte charge for the content transport when delivered via MEdia Net. You will be charged each time you download Ringtones, Graphics, Games, and Applications. Usage charges apply to play multi-user games against other wireless users or the server.

MEdia Net: MEdia Net is not equivalent to landline Internet. Only select sites accessible through a mobile connection are available. You are restricted from using a home page other than the Cingular home page. MEdia Net is billed by total volume data sent and received (in kilobytes). Fractions of a kilobyte MEdia Net sessions are rounded up to whole kilobytes. Kilobyte totals may include network overhead. If you switch your phone connection from GPRS to a Circuit-Switch Data connection, you will be billed airtime in one-minute increments as provided by your rate plan. Caller ID blocking is not available when using MEdia Net, and your wireless number is transmitted to Internet sites you visit. Cingular provides connectivity for access to MEdia Net. Information is provided by unaffiliated content providers and is subject to change at any time without notice. MEdia Net plans are not intended for tethering. Cingular reserves the right to remove customers from MEdia Net plans for the use of a wireless device as an interface to other devices or networks, as determined by Cingular, including but not limited to device tethering.

General: All trademarks, service marks, and trade names used on Services are the property of their respective owners.

08/21/2005	Market/Region Georgia/Southeast
(770) 789-7651	Zip Code 301891485

CUSTOMER BILLING INFORMATION

Billing Name VICKI STEVENS		
Attention Line VICKI STEVENS		
Address 1 493 VICTORIA RD		
Address 2		
City WOODSTOCK	State GA	Zip Code 301891485
Home Number (770) 517-1270	Work Number (770) 517-1270	

MONTHLY PLAN & PROMOTION

Calling Plan FT14NATP500RUMMUNW	Monthly Service Fee \$45.00	Service Commitment 2 Years
At the end of the Service Commitment, this Agreement will stay in force pursuant to the Terms & Conditions of this Wireless Service Agreement.		

NON RECURRING CHARGES

Activation Charge \$18.00	Shipping/Handling \$0.00	Equipment Charges \$49.99
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Optional Features/Calling Plan Options

<ul style="list-style-type: none"> ✓ BASIC VOICE MAIL ✓ CALL FORWARDING ✓ CALLER ID ✓ UNLIMITED MOBILE TO MOBILE MINUTES ✓ UNLIMITED NIGHTS AND WEEKEND MINUTES ✓ DETAILED BILLING - DATA ✓ ROAMING ✓ CALL WAITING ✓ MULTIMEDIA MESSAGING - PAY PER USE ✓ LONG DISTANCE ✓ ANYTIME ROLLOVER MINUTES ✓ TEXT MESSAGING - PAY PER USE ✓ 3-WAY CALLING ✓ MEDIA NET PAY PER USE 	<ul style="list-style-type: none"> Included Included Included Included Included Included Included Included Included Included Included Included Included Included
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CUSTOMER COPY
Do not return this contract. Retain for your records.

Wireless Service Agreement

CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION I authorize any person, or consumer or credit reporting agency, to provide Cingular with any information it has on me or the entity on whose behalf I make this application. I authorize Cingular to: (a) compile this information, (b) disclose my account information including my payment history and confidential information to credit reporting agencies or private credit reporting associations, and (c) periodically obtain and use my credit report and other credit information from any source in connection with Cingular's offering of wireless and other services. I understand that if I fail to fulfill the terms of my credit obligations under this Agreement, Cingular may report my failure to a credit reporting agency.

DOOR - TO-DOOR SALE IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

REGULATORY COST RECOVERY FEE Cingular also imposes the following charges: a **Regulatory Cost Recovery Fee** of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a **gross receipts surcharge**, and **State and Federal Universal Service charges**. The **Regulatory Cost Recovery Fee is not a tax or a government required charge**.

GUARANTY If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

CONTRACT PROVISIONS – This Agreement includes all the provisions of Cingular's current terms of service form (FMSTCP11040055E), incorporated herein by reference, including a **binding arbitration clause**. It also includes and incorporates additional provisions contained in a separate rate plan or other brochure(s) describing the services to which I subscribed ("Rate Plan Brochure"). I agree to all of these contract provisions.

SERVICE/COVERAGE LIMITATIONS Service is not available at all times in all places. Coverage maps are available at www.cingular.com and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept Cingular's service with these limitations.

EARLY TERMINATION FEE In FL, GA, SC, NC, KY, TN, MS, LA, AL, NY, and parts of IN and NJ an Early Termination Fee in the amount of \$240 per device prorated over the term of your commitment may be assessed against you in the event that you terminate this contract before the expiration of its term. In all other areas, an Early Termination Fee of \$150 per device may be assessed against you in the event that you terminate this contract before the expiration of its term.

CANCELLATION POLICY As further set forth in this Agreement, we will cancel your service, for any reason and without imposing the Early Termination Fee, within thirty (30) days of your signing this Agreement, PROVIDED, however, that if you cancel service you will remain responsible for service fees and charges incurred. If you cancel within three (3) days of your signing this Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, it may be necessary for you to return handsets and associated accessories purchased in connection with your entry into this Agreement.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS TERMS OF SERVICE AND RATE PLAN BROCHURE (including Changes to Terms and Rates, Limitation of Liability and Arbitration).

Wireless Service Terms

"Cingular" or "we", "us" or "our" refers to Cingular Wireless, LLC, acting on behalf of its FCC-licensed affiliates doing business as Cingular Wireless. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and also limits the remedies available to you in the event of a dispute.

SERVICE COMMITMENT; EARLY TERMINATION FEE

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions, or rates as set forth below, you agree to pay us with respect to each Equipment identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee. In Florida, Georgia, South Carolina, North Carolina, Kentucky, Tennessee, Mississippi, Louisiana, Alabama, New York, applicable parts of Indiana, and applicable parts of New Jersey the Early Termination Fee is \$240 divided by the total number of months in your Service Commitment, then multiplied by the remaining months or parts of months in such Service Commitment; in all other areas it is \$150. ("Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

CHARGES AND DISPUTES

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY

Wireless Service Terms

US IN WRITING AT CINGULAR WIRELESS, BILL DISPUTE, SUITE 1400, 5565 GLENRIDGE CONNECTOR, P.O. BOX 16, ATLANTA, GA 30342 ("CINGULAR'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roamer, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Cingular. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select Cingular rate plans following Cingular's acquisition of AT&T Wireless Services, Inc., provided, however, that in either case, if you elect to receive your bills for your Cingular services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Equipment. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") ARE BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CINGULAR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CINGULAR CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services. Charges for usage of services on networks maintained by other carriers or on networks acquired by Cingular after August 31, 2004 may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other device ("Equipment") is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss and provide a police report number to us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your monthly service fee. You also remain responsible for paying your monthly service fee if your service is suspended for non-payment. We may require payment by money order, cashier's check or a similarly secure form of payment at our discretion. We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

CHANGES TO TERMS AND RATES

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR EQUIPMENT, OR OTHERWISE) AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

CONTINGENT BENEFITS

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or ter-

Wireless Service Terms

minated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or rate plan. You may receive Benefits because of your agreement to have the charges for your Service billed ("Joint Billing") by a landline company affiliated with Cingular ("Affiliate") or because you subscribe to certain service provided by an Affiliate. If you cancel Joint Billing or the Affiliate service, your rates will be adjusted without notice to a rate plan for which you qualify.

EQUIPMENT

Your Equipment must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. We may periodically program your Equipment remotely with system settings for roaming service and other features that cannot be changed manually. Equipment purchased for use on our network may not function on other networks.

ADVANCE PAYMENTS AND/OR DEPOSITS

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. 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. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

LATE PAYMENT CHARGES

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see www.nationalnanpa.com/area_code_maps). You agree that for amounts not paid by the due date, CINGULAR may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5.00 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, PA, OK, OH, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

TERMINATION

Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if we discover that you are under-age, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

SERVICE LIMITATIONS; LIMITATION OF LIABILITY

Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, 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. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) or certain Web sites in our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. **WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.** Airtime and other service charges apply to all calls, including involuntarily terminated calls. **CINGULAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL CINGULAR BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Equipment, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by Cingular; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.** Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, Cingular shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through Cingular, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold Cingular and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Cingular or any person's use thereof (including, but not limited to, vehicular damage and personal injury), **INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CINGULAR, or**

Wireless Service Terms

any violation by you of this Agreement. This obligation shall survive termination of your service with Cingular. Cingular is not liable to you for changes in operation, equipment or technology that cause your Equipment or software to be rendered obsolete or require modification. **SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

ACCOUNT ACCESS

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

VOICEMAIL SERVICE

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

ARBITRATION

Please read this carefully. It affects your rights. Cingular and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims (including ones that already are the subject of litigation) arising out of or relating to this Agreement, or to any prior oral or written agreement, for Equipment or services between Cingular and you. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to Cingular should be addressed to: General Counsel, Cingular Wireless, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Cingular may commence an arbitration proceeding. After Cingular receives notice at the Arbitration Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at www.adr.org or by writing to the Arbitration Notice Address. Except as otherwise provided for herein, Cingular 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 improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to reimburse Cingular for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of your Demand, Cingular shall reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party within 14 days of the arbitrator's ruling on the merits. You agree that, by entering into this Agreement, you and Cingular are waiving the right to a trial by jury. Unless Cingular and you agree otherwise, all hearings conducted as part of the arbitration shall take place in the county (or parish) of your billing address. The arbitrator may award 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 Cingular agree that **YOU AND CINGULAR MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY**, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. Notwithstanding any provision in this Agreement to the contrary, we agree that if Cingular makes any change to this arbitration provision (other than a change to the Arbitration Notice Address) during your Service Commitment, you may reject any such change and require Cingular to adhere to the language in this provision.

MISCELLANEOUS

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, and any documents expressly referred to herein or therein, make up the complete agreement between you and Cingular, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. Cingular may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or auto-dialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

Instructions For Smartchip Installation

Install the Smartchip according to the manufacturer's specifications. The diagrams below provide general instructions for installing a Smartchip.



a. Take the back cover off your new phone.



b. Remove the battery from the phone.



c. Punch out the Smartchip from the plastic card.



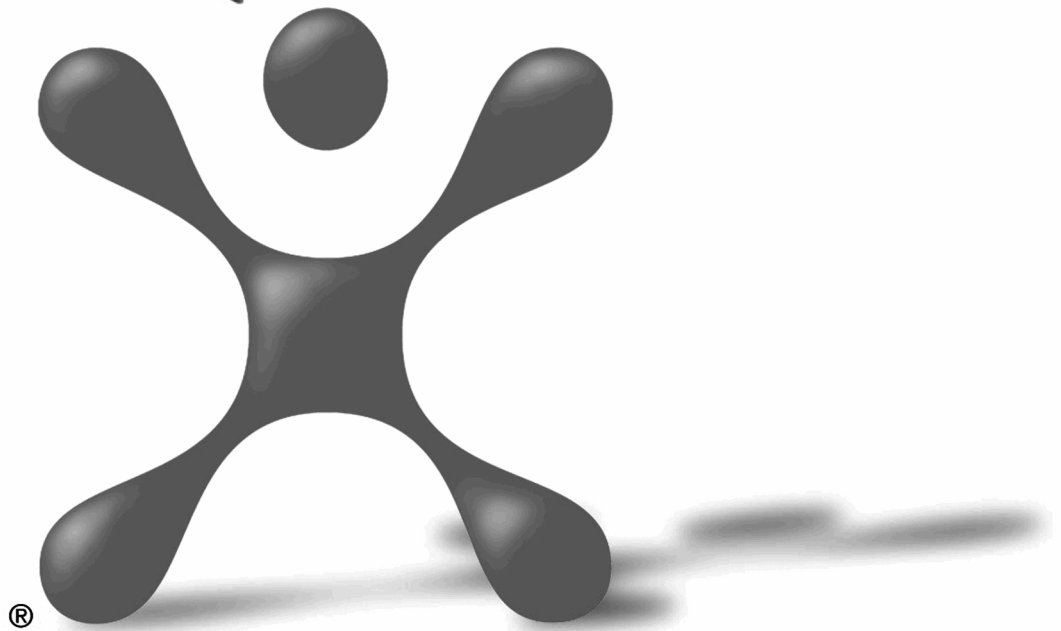
d. Line up beveled edge of Smartchip with slot in phone.



e. Replace the battery and make sure connectors from battery match up with the phone.



f. Put the cover back on the phone.



Tell A Friend

Refer your friends to Cingular, and you and your friends earn up to \$125 per year in Cingular Gift Cards. Visit www.referral.cingular.com for more details.



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