

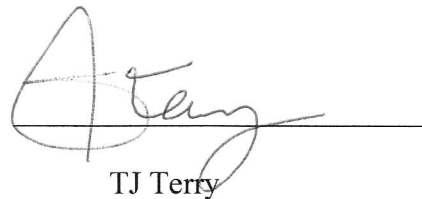
Conditions” and write his or her signature on an EZ Pay handheld device. True and correct copies of the screens on which a customer indicates his or her acceptance of AT&T’s service agreement and the screen on which a customer must sign his or her name, as it would have appeared to a customer purchasing an iPhone 3G in August 2008, are attached as Exhibits 1 and 2.

5. It is Apple’s policy that, using computers in Apple retail stores, Apple store employees offer to show customers a copy of AT&T’s Wireless Service Agreement, including its Terms of Service, and a copy of Apple’s Terms and Conditions, and can print out copies for the customer upon request. A true and correct copy of AT&T’s Wireless Service Agreement, as it would be printed for such a customer in August 2008, is attached as Exhibit 3.

6. Apple retail store personnel will not activate the iPhone 3G and will not charge a customer for the iPhone 3G until, among other things, the customer has marked the boxes indicating his or her acceptance of AT&T’s Wireless Service Agreement and Apple’s Terms and Conditions.

7. I have personally reviewed Apple’s records regarding plaintiff Avi Koschitzki’s purchase of an iPhone 3G at an Apple retail store on August 31, 2008. According to those records, Mr. Koschitzki marked the boxes and executed his signature indicating that he had agreed to AT&T’s Wireless Service Agreement (attached above as Exhibit 1) and Apple’s Terms and Conditions as described above.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Dublin, California on November 24, 2008.



TJ Terry

Ask Customer to read Agreement and sign

iPhone Terms and Conditions

Includes Apple and 3rd Party
Terms and Conditions

AT&T Terms and Conditions

Use of iPhone constitutes acceptance of
iPhone Terms and Conditions, and
other 3rd Party Terms and Conditions
found in the iPhone box. If you disagree
with these, you can return the phone in
accordance with the Apple Store return
policy.

Cancel **Next**

iPhone Information Summary

review

Customer Info :
Johnny Appleseed
123 Street St.
Cupertino, CA, 95014

Edit Plan **Edit Cust** **Clr** **Cancel** **Activate**



Wireless Service Agreement

Welcome to AT&T. We're pleased that you've selected us as your wireless carrier. Please use this page as a reference for questions about your service and the terms and conditions that apply to the use of your service.

This Service Agreement applies to all wireless service except for GoPhone (prepaid) service.

Your Service Agreement

This Service Agreement between you and AT&T Mobility governs your use of AT&T's wireless service. Other agreements will apply to your use of other AT&T services. The Service Agreement is made up of three different pieces: 1) the [Terms of Service](#); 2) Rate Plans and [Plan Terms](#) (including the [Data Service Terms and Conditions](#)); and 3) [Feature Terms and Conditions](#) relating to any features you may have selected. You can accept the Service Agreement in several different ways: (i) by giving us your electronic signature via our website; (ii) by giving us your electronic signature over the phone through our automated phone consent process; (iii) by signing an electronic signature pad; (iv) in certain third party retail locations, by giving us your written signature; or (v) by using the wireless service after a modification to your service if you have been informed that continued use of the new service will mean you've given us your acceptance.

Your Rate Plan

The rate plan you select is an important part of your Service Agreement. You should carefully review all of the rate plan materials we provided, including your Customer Service Summary. The rate plan covers the monthly service fees, additional per minute charges, any other included minutes (such as nights and weekends or mobile to mobile) and charges for data services such as MEdiaNet, Text Messaging, MMS and VideoShare. The rate plan also explains other charges that might apply to optional features or services. The [Plan Terms](#), and the [Data Service Terms and Conditions](#) set forth the terms and conditions relating to these rate plans. Additional features or services may have other terms and conditions.

Taxes, Fees and Discretionary Charges

Taxes, fees and discretionary charges will apply to your wireless service and will be reflected on your bill. AT&T Mobility imposes either a Regulatory Cost Recovery Charge of up to \$1.25 or a Regulatory Programs Charge of \$1.75 to help defray costs incurred to comply with State and Federal telecommunications regulations, such as E911 deployment, State and Federal Universal Service, and other government mandates on AT&T Mobility. These charges are not taxes or government required assessments on end-user customers. AT&T Mobility has chosen to pass through these charges to its customers. Actual tax/fee/surcharge information for a particular locality can be found at wireless.att.com/cell-phone-service/additionalcharges/.

Service Agreement

By checking "I have read and agree to the service agreement", you will be bound to the following for the two-year term of the agreement:

- 1) The Terms of Service, including the binding arbitration clause
- 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features.

Printed materials containing much of this information will also be provided to you.

TERMS OF SERVICE:

"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "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 of \$175. For Service Commitments beginning on or after May 25, 2008 the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete ("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.

30-DAY CANCELLATION PERIOD/TERMINATION

You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but AT&T will refund your activation fee, if any, if you terminate within three (3) days of activating the service. Also, you may have to return any handsets and accessories purchased with this Agreement. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service. 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 underage, 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.

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 US IN WRITING AT AT&T, BILL DISPUTE, SUITE 1400, 5565 GLENRIDGE CONNECTOR, P.O. BOX 16, ATLANTA, GA 30342 ("AT&T'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 (not applicable to charges disputed by California customers due to a lost/stolen phone). Charges include, without limitation, airtime, roaming, 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; restoral and reactivation charges, payment fees, any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T. 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. Subscriber must live and have a mailing address within AT&T's owned network coverage area.

PURCHASES AND AUTHORITY TO USE

Your AT&T phone can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any phone assigned to your account or on-line. Charges for Goods, Content, and Services will appear on your bill. Data transport charges are also incurred in the purchase of mobile content and such charges appear separately on your bill. Unless you have a data plan, in which case you will be billed according to your data plan, you will be billed at the standard per kilobyte charge for the mobile content transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all phones and other Devices containing a SIM assigned to your account ("Devices"). Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from those Devices, including subscription services, and to incur charges for those Goods, Content, and Services that will appear on your bill and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

LOCATION-BASED SERVICES

Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by AT&T or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

AT&T 411 Info

In some cases our directory assistance service (411) will use the location of Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at att.com/privacy for additional details about our use and protection of your personal information.

UNAUTHORIZED CHARGES TO YOUR PHONE: (CALIFORNIA CUSTOMERS ONLY)

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. You may submit documents, statements, and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was

lost or stolen. (See section "IF YOUR PHONE IS LOST OR STOLEN"). If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

UNLIMITED VOICE SERVICES

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

OFF-NET USAGE

If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

BILLING AND PAYMENT

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 AT&T rate plans, provided, however, that in either case, if you elect to receive your bills for your AT&T 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 Device. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS 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. AT&T 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. AT&T 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 AT&T 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 is lost or stolen, you must contact us immediately to report the Device lost or stolen. AT&T will take into account the information provided by the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

IF YOUR PHONE IS LOST OR STOLEN

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. (California Customers see section "Unauthorized Charges to Your Phone".) Once you report to us that the Device is lost or stolen you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend service without a charge by contacting us at the phone number listed on your bill or at www.att.com/wireless. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We and you have a duty to act in good faith in a reasonable and responsible manner, including in connection with the loss or theft of your Device.

DISHONORED CHECKS AND OTHER INSTRUMENTS

We will charge you \$30 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, roaming 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, BEYOND THE LIMITS 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 DEVICE, 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 terminated 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 that 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 AT&T ("Affiliate") or because you subscribe to certain services 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.

DEVICE

Your Device 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 Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices designed and purchased for use on AT&T's system are designed for use exclusively on AT&T's system ("Equipment"). You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You can get details on AT&T policies for modifying Equipment by calling 1-866-246-4852.

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 http://www.nationalnanpa.com/area_code_maps). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, 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.

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 websites at 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. AT&T 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 AT&T 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 Device, including use in a vehicle; (d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; 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, AT&T 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 AT&T, 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 AT&T 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 AT&T 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 AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device 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.

DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1 800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. AT&T will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. 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 and your attorney a special premium if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

ARBITRATION AGREEMENT

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

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

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Device under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. 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.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342 ("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 AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at <http://att.com/arbitration-forms>.

(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial 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 will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at <http://att.com/arbitration-information>.) All issues are for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator is bound by the terms of this Agreement. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)),

then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is:

- equal to or less than the greater of (a) \$5,000 or (b) the maximum claim that may be brought in small claims court in the county of your billing address; and
- greater than the value of AT&T's last written settlement offer made before an arbitrator was selected,

then AT&T will:

- pay you the greater of (a) \$5,000 or (b) the maximum claim that may be brought in small claims court in the county of your billing address ("the premium") instead of the arbitrator's award; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the premium and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the premium and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

(6) 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 AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change and require AT&T to adhere to the language in this provision if a dispute between us arises.

MISCELLANEOUS

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T 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. AT&T 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 Device 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 autodialing 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 in 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.

Connecticut Customers/Questions About Your Service

If you have any questions or concerns about your AT&T Mobility service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone or visit www.att.com/wireless. If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit www.att.com. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: www.state.ct.us/dpuc; Phone: 866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Terms and Conditions

1) TERMS APPLICABLE TO NATION GSM PLANS:

Credit approval required. Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee applies if service is terminated before the end of the contract term. The fee will begin at \$175 per device and decrease by \$5 each month for the term of the agreement. 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. Some dealers impose additional fees. **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. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover® Minutes . 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. You may obtain usage information by calling customer service or using one of our automated systems. **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. **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. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S., Puerto Rico and U.S. Virgin Islands. **Unlimited Voice Services:** Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for anything other than live dialog between two individuals, AT&T may at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **Off-net Usage:** If your

minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceeds your off-net usage allowance, AT&T may at its option terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement. **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. 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. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover® Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover® Minutes are not redeemable for cash or credit and are not transferable. **Mobile to Mobile Minutes:** Mobile to Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to AT&T Voicemail and return calls from Voicemail not included.

2) WIRELESS DATA SERVICE TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS APPLICABLE TO AT&T'S WIRELESS DATA SERVICES, INCLUDING BUT NOT LIMITED TO, FEATURES THAT MAY BE USED WITH WIRELESS DATA SERVICES AND WIRELESS CONTENT.

AT&T provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for circumscribed purposes and pricing for Data Services is device dependent, based on the transmit and receive capacity of each device. A pricing plan designated for one type of device may not be used with another device. These Services may be subject to credit approval and may only be available when combined with certain voice rate plans. An activation fee of up to \$36 may apply to each new data line. Compatible data-enabled wireless device required.

Usage/Billing: Usage and monthly fees will be charged as specified in your plan. 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. AT&T 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. AIRTIME AND OTHER MEASURED USAGE ARE BILLED IN FULL-MINUTE INCREMENTS AND ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. Data sent and received includes, but is not limited to downloads, email, overhead and software update checks. Unless designated for International or Canada use, prices and included use apply to EDGE/GPRS and BroadbandConnect access and use on AT&T's wireless network and its partner wireless networks within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico. Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. BroadBandConnect access requires a compatible, eligible 3G device. Overage is billed by the kilobyte. Service charges paid in advance for monthly or annual Services are nonrefundable. Some Services may require an additional monthly subscription fee and/or be

subject to additional charges and restrictions. See applicable rate plan materials for complete pricing and terms. Prices do not include taxes, directory assistance, roaming, universal services fees or other exactions and are subject to change. In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

Voice: If you have a voice-capable device, unless you request voice blocking, select a data plan that restricts voice access or select a qualified voice plan, the default rate for voice calls on the AT&T's wireless network are 40¢ per minute and 69¢ per minute for domestic roaming voice calls off AT&T's wireless network (rates are subject to change without notice). Additional taxes and surcharges may apply. See AT&T Nation® map at store or att.com/wireless for default wireless voice coverage area. If you request voice blocking or your selected data plan restricts voice access, all voice calling capabilities (except for outgoing calls from the device to 911 or 611) will be blocked, including without limitation, calls from 911 or 611 to the device. If you have a wireless voice plan, wireless voice calls are billed as provided in your wireless voice rate plan.

Roaming: Roaming charges for wireless data or voice service may be charged with some plans when outside AT&T's wireless network. Display on your device will not indicate whether you will incur roaming charges. Services originated or received while outside your plan's included coverage area are subject to roaming charges. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. If your usage of the Services on other carriers' wireless networks ("offnet usage") during any two consecutive months exceeds your offnet usage allowance, AT&T may at its option terminate your wireless service or access to data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 6 megabytes or 20% of the kilobytes included with your plan and for messaging plans the lesser of 3000 messages or 50% of the messages included with your plan. AT&T will provide notice that it intends to take any of the above actions and you may terminate your agreement. You may be required to (1) use a device programmed with AT&T's preferred roaming database; and (2) have a mailing address and live in the United States, Puerto Rico or the U.S. Virgin Islands.

International Roaming: See att.com/wirelessinternational or dial 1-866-246-4852 for more information and for a list of currently available countries and carriers. Compatible international-capable device required. Certain countries and/or carriers within a roaming zone may be unavailable with certain plans or Services while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Rates apply to AT&T's wireless customers only. Certain tenure, billing and credit restrictions and additional charges may apply. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when taken out of the United States.

Cancellations/Early Termination Fee: An Early Termination Fee of **\$175** may be assessed against you in the event that you terminate your Wireless Service Agreement and/or selected plan before the expiration of its term. For Service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. You may cancel your service, for any reason and without incurring the Early Termination Fee, within thirty (30) days of signing your Wireless Service Agreement, PROVIDED, however, that if you cancel service you will remain responsible for any service fees and charges incurred. If you cancel within three (3) days of signing your Wireless Service Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, you may be required to return devices and associated accessories purchased in connection with your Wireless Service Agreement.

Service Availability and Access/Coverage: AT&T does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability,

coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T BroadbandConnect, EDGE and GRPS. AT&T BroadbandConnect only available in select markets. See coverage map(s), available at store or from your sales representative, for details. AT&T BroadbandConnect download speeds only available on the AT&T BroadbandConnect network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

Information/Content: Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION OR CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among AT&T's content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever.

Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **While most common uses for Intranet browsing, email and intranet access are permitted by your data plan, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T's wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T's data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally**

acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, plans (unless specifically designated for tethering usage) cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose.

Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T's wireless subscribers without their consent. You may not use the Services other than as intended by AT&T and applicable law. Plans are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T's terms, conditions, or policies.

Security: AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

Changes to the terms and conditions: These terms and conditions may be changed from time-to-time. AT&T will post the most current version of these terms and conditions at att.com/MediaTerms or other appropriate location. Please check these regularly to inform yourself about changes to the terms and conditions.

Access Requirements: Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Miscellaneous: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to landline Internet. AT&T is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products. AT&T RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT. Caller ID blocking is not available when using the Services, and your wireless number is transmitted to Internet sites you visit. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

Additional Terms: See below for additional terms relating to specific Services and rate plans. In addition, all use of AT&T's wireless network and the Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. See Wireless Service Agreement, att.com/wireless or AT&T Customer Service for additional conditions, restrictions, privacy policy and information.

Intellectual Property: All trademarks, service marks and trade names used on or in connection with the Services are the property of their respective owners. You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners.

II. ADDITIONAL TERMS FOR SPECIFIC WIRELESS DATA SERVICES

TEXT, INSTANT MESSAGING AND PICTURE/VIDEO MESSAGING

Messages are limited to 160 characters per message. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Instant, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. AT&T does not guarantee delivery of messages. Text, Instant, Picture, and Video messages, including downloaded content, not delivered within 7 days will be deleted. AT&T 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. Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging.

UNLIMITED MOBILE TO MOBILE MESSAGING

Includes unlimited text, picture, and video messages between AT&T's wireless customers sent or received while on the AT&T owned wireless network. Instant Messages and any other usage not expressly included herein will be debited from your package's messaging allowance. A subscription to one of the current Message Packages, MEdia Bundles or Max Bundles is required.

DIRECTBILL SERVICE

DirectBill enables you to bill third party content or services on your wireless bill. Use of the DirectBill service constitutes consent to these terms and conditions. There is no charge for creating a AT&T DirectBill account and DirectBill is available to you automatically as a subscriber. **Charges and Payment:** You will be charged monthly on your AT&T wireless bill for all transactions entered into during the previous billing period using the DirectBill service. If you authorize others to use your payment information, you are liable for charges they incur. You have full-time access to your transaction history by logging into att.com/db and selecting "Review My Account." You may contest charges and seek refunds for purchases with which you are not satisfied. AT&T reserves the right to restrict the use of the Direct Bill service or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses the DirectBill service. Prepaid/GoPhone customers: Transactions will be debited from your account balance at the time of the transaction. If there are insufficient funds in your account at the time of the transaction, you will not be able to complete your purchase or receive the requested services.

RINGTONES/GRAPHICS/GAMES/COOL TOOLS/ALERTS

Actual ringtone, graphics, game or Cool Tools may vary based on the handset capabilities. Ringtones, graphics, games, Cool Tools, and alerts may be delivered in multiple messages. Ringtone, graphic, game, and Cool Tool charges are incurred at the stated one-time download rate or subscription rate, plus a kilobyte charge for the content transport when delivered. You will be charged each time you download ringtones, graphics, games, and Cool Tools. Usage charges apply to play multi-user games against other wireless users or the server.

MyMedia Club

Your enrollment gives you the option to receive text messages on music news and more. Every 30 days your subscription will be automatically renewed and new credits added to your account which can be used to buy games, ringtones and graphics through the MEdia Mall. Ringtones cost 5 credits. Graphics cost 5 or 6 credits. Games cost 6 to 40 credits. The 30 day period is not necessarily equivalent to a calendar month end or the billing cycle. You may terminate your subscription at any time by texting the word "STOP" to 7225. Any remaining credits will be available for the remainder of your subscription billing cycle. Savings claim based on price of Music Tones. Games, ringtone and graphics provided by independent providers.

MOBILE EMAIL

Requires e-mail account with compatible internet service provider and a downloaded or preloaded e-mail application for the wireless device. Access and use of Mobile Email is billed by total volume of data sent and received (in kilobytes) in accordance with your MEdia Net service. E-mail attachments can not be sent, downloaded, read, or forwarded on the mobile device. Only a paper clip icon appears indicating an attachment. You must view attachments from your PC. Upgrades to the application may be required in order to continue to use the service. Wireless data usage charges will apply for downloading the application and any upgrades.

CV

Not available in all areas and not available when off the AT&T-owned network. 3G phone and eligible wireless data plan required. Depending on selected data plan, eligible wireless voice plan may also be required. Monthly subscription to a package that includes high data allowance highly recommended. Customers not subscribed to a package that includes high data allowance will incur significant charges to view CV clips. Video clips are not available for download. CV is charged at stated monthly subscription rates or at stated pay per view rates. CV provided by a monthly subscription rotates as appropriate for the service and is subject to withdrawal in the provider's sole discretion. CV provided on a pay per use basis can be viewed an unlimited number of times for 24 hours. CV is for individual use only and not for resale. No content may be captured or forwarded. Some CV content may be inappropriate for younger viewers. Parental guidance suggested. Use Parental Controls to restrict access to mature content. All screen images are simulated.

DATACONNECT PLANS

DataConnect plans may ONLY be used with AT&T-certified LaptopConnect (PC Data) Cards and eligible AT&T-certified customer owned and maintained (COAM) devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). **The parties agree that AT&T has the right to impose additional charges if you use more than 5 gigabytes in a month. Prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your service.**

PDA/BLACKBERRY PLANS

PDA/BlackBerry plans may ONLY be used with AT&T-certified RIM BlackBerry devices, and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service

automation). Data Services sold for use with AT&T RIM BlackBerry devices, and PDAs may not be used with other devices, including but not limited to, Personal Computers, PC Data Cards and the like, either by tethering devices together, by SIM card transfer or any other means.

PDA/BLACKBERRY PLANS WITH TETHERING

PDA/BlackBerry plans with Tethering may ONLY be used with AT&T-certified RIM BlackBerry devices and PDAs for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). PDA/BlackBerry plans with Tethering may be used to tether such PDA and BlackBerry devices to a Personal Computer. **The parties agree that AT&T has the right to impose additional charges if you use more than 5 GB in a month. Prior to the imposition of any additional charges, AT&T shall provide you with notice and you shall have the right to terminate your service.**

BLACKBERRY PERSONAL

Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. May not be used to access corporate email; use with Mail Connector and/or BlackBerry Enterprise Server prohibited.

XPRESS MAIL SERVICE

Eligible data plan required. Not available with DataConnect plan activation on LaptopConnect card. You may cancel Xpress Mail at any time. You will be billed for all usage up to cancellation of Xpress Mail. Measured usage will be charged as specified in your plan. Xpress Mail leverages point-to-point secure encryption, using the following technologies: AES and SSL. AT&T provides devices that support both AES and SSL. AT&T encrypts and stores your email address and password to enable delivery of your email to your device.

ENTERPRISE EMAIL

Eligible data plan and device required. Terms may vary depending on selected Enterprise Email solution.

BLACKBERRY CONNECT

May be used with BlackBerry Enterprise Server™ for corporate access (behind the firewall) to Microsoft® Exchange and Lotus Domino email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service™ (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Mail Connector is not supported.

BLACKBERRY ENTERPRISE AND BLACKBERRY INTERNATIONAL

May be used with BlackBerry Enterprise Server™ for corporate access (behind the firewall) to Microsoft Exchange, Lotus Domino and Novell® GroupWise email and personal information management; valid Client Access License(s) required. Includes BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo! and POP3/IMAP4 Internet Service Providers. If more than 1,000 emails reside on the BIS server or email is older than 30 days, it may be automatically deleted. Individual access to Microsoft Exchange and Lotus Domino requires Mail Connector software, which can be downloaded from att.com/blackberrystart (BIS setup site). Tethered plan requires AT&T Communication Manager 5.2 or higher and BlackBerry Handheld software 4.1 or higher. BlackBerry International requires a minimum one-year agreement and you must remain on eligible BlackBerry International plan for a minimum one-year term.

GOOD

Requires compatible Good Server and, with respect to each end user, a compatible Good Client Access License (CAL) for use with an eligible AT&T Good plan. Solution includes software, products and related services provided by Good

Technology, Inc. ("Good"), which are subject to applicable Good terms and conditions. Good is solely responsible for all statements regarding, and technical support for, its software, products and services. In the event you cease to be an employee of your company, or if your company ceases to support your Good Client Access License, you may migrate to another AT&T data plan for which you qualify.

MICROSOFT DIRECT PUSH

Requires Microsoft Exchange 2003 Server with Service Pack 2 and, with respect to each end user, a compatible device operating on a Windows Mobile 5 platform (with Message Security Feature Pack) and an email account enabled with Direct Push. Plans include end user and IT help desk customer support from AT&T for Windows Mobile 5 and device side ActiveSync issues. AT&T does not sell, supply, install or otherwise support Microsoft software, products or services (including without limitation, Exchange and Direct Push). In the event you cease to be an employee of your company, or if your company ceases to support a compatible Exchange Server, you may migrate to another AT&T data plan for which you qualify.

DATA GLOBAL ADD-ON

May only be used with eligible AT&T-certified devices. Domestic data usage not included. Qualified domestic wireless data plan required. Available countries, coverage and participating international carriers included in the "Select International Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Service through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Eligible wireless voice plan is required. If combined with a wireless voice plan that includes international voice roaming, your international wireless voice roaming in countries included in the Global Data Add-On's Select International Roam Zone will be limited to the participating Canada/international wireless carriers and you will be restricted from voice roaming through any non-participating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international voice roam zones. Requires minimum one-year agreement and you must remain on an eligible Data Global Add-On, for a minimum one-year term.

DATACONNECT GLOBAL PLANS

Available countries, coverage and participating international carriers included in the "Select International Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. The Select International Roam Zone is restricted to select international wireless carrier(s). See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. With respect to the countries included in the Select International Roam Zone, you will be restricted from accessing Service through any nonparticipating Canada/international wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Requires minimum one-year agreement and you must remain on an eligible DataConnect Global plan for a minimum one-year term. Voice access is restricted and prohibited.

DATACONNECT NORTH AMERICA PLAN

Available countries, coverage and participating international wireless carriers included in the "Select Canada/Mexico Roam Zone" vary from our generally available Canada/international wireless data roam zones and may not be as extensive. Select Canada/Mexico Roam Zone is restricted to select wireless carrier(s) and coverage areas within Canada and Mexico. See att.com/dataconnectglobal for a current list of participating carriers and eligible roam zones. Under this plan, you will be restricted from accessing Service through any non-participating Canada/Mexico wireless carriers that may otherwise be included in our generally available Canada and international wireless data roam zones. Requires minimum one-year agreement and you must remain on eligible DataConnect North America plan for a minimum one-year term. Voice access is restricted and prohibited.

POOLED DATA CONNECT PLANS

Pooled Data Connect Plans ("Pooled Plans") available only to customers with a qualified AT&T business or government agreement for wireless services ("Business Agreement") and their respective Corporate Responsibility Users ("CRUs"). Consolidated billing is required. WIN Advantage® may also be required. Within a single Foundation Account (FAN), Customer's CRUs on an eligible Pooled Plan aggregate or "pool" their included wireless data usage ("Included Usage"), creating a "Pool". To pool together, each CRU in the Pool must subscribe to a Pooled Plan that has the same amount of Included Usage and the same Additional Kilobyte charge ("Similar Pooled Plan"). Every billing cycle, each CRU first uses his or her Included Usage. If a CRU does not use all his or her Included Usage it creates an underage in the amount of unused kilobytes ("Under Usage"). If a CRU uses more than his or her Included Usage it creates an overage with respect to kilobytes of data usage ("Over Usage"). The Pool's Under Usage kilobytes and Over Usage kilobytes are then aggregated respectively and compared. If the aggregate Under Usage kilobytes exceed the aggregate Over Usage kilobytes, then no CRU in the Pool pays Additional Kilobyte charges. If the aggregate Over Usage kilobytes exceeds the aggregate Under Usage kilobytes, then the ratio of Under Usage kilobytes to Over Usage kilobytes is applied to the data usage of each CRU in the Pool with Overage Usage, resulting in a monetary credit against the corresponding Additional Kilobyte charges. For example, if a Pool has 900 Under Usage kilobytes and 1000 Over Usage kilobytes (90%), then each CRU with Over Usage will receive a credit equal to 90% of his or her Additional Kilobyte charges. CRUs changing price points or migrating to Pooled Plans during a bill cycle may result in one-time prorations or other minor impacts to the credit calculation. Credits will only appear on WIN Advantage®. Customer may have more than one Pool within a FAN provided that Customer may only have one Pool for Similar Pooled Plans within a FAN; however, an individual CRU can only be in one Pool at a time. AT&T reserves the right to limit the number of CRUs in a Pool due to business needs and system limitations. CRUs on Pooled Plans and CRUs participating in a legacy Pooled Data Connect plan pool created prior to February 17, 2006 ("Legacy Pool") cannot be in the same Pool but can be within the same FAN. End users on non-pooling AT&T plans may be included in the same FAN as CRUs on Pooled Plans; however these non-pooling end users will not receive the pooling benefits or contribute Included Usage to a Pool.

3) TERMS APPLICABLE TO FEATURES:

Certain features will not be available in all areas at all times. AT&T Roadside Assistance: See AT&T Roadside Assistance welcome letter for full terms and conditions.

Optional Wireless Phone Insurance: Customers have 30 days from the date of activation or upgrade to enroll. See a Wireless Phone Insurance brochure for complete terms and conditions of coverage, available at participating AT&T retail locations or by visiting www.att.com/wirelessphoneinsurance.

Key terms include:

- Premium: \$4.99/month
- Non-refundable Deductible: from \$50-\$125/ per claim
- Limits: 2 claims per 12 months; maximum replacement value of \$1500/ per claim
- Replacements may be refurbished or of a different model
- Cancel at any time for a prorated refund of the monthly charge

Wireless Phone Insurance is underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC (Asurion Protection Services Insurance Agency, LLC CA Lic.#OD63161). Eligibility varies by device. Terms and Conditions are subject to change.

4) IPHONE TERMS AND CONDITIONS

There are no equipment or monthly service discounts available with the purchase of an iPhone. *All plans require a 2-year AT&T service agreement, an activation fee, and are subject to AT&T credit approval. **Approval is required.**

AT&T also imposes monthly a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges.

1. International messages not included. Charges for international messages sent from the U.S. are 20¢ for Text Messages and 50¢ for Picture/Video Messages. 2. Additional charges for premium messages and content apply. Messages over 300 KBs billed and additional 50¢/message.

Terms Applicable to AT&T Nation/FamilyTalk® GSM Plans: Credit approval required. Subscriber must live and have a mailing address within AT&T's owned network coverage area. An early termination fee applies if service is terminated before the end of the contract term. The fee will begin at \$175 per device and decrease by \$5 each month for the term of the agreement. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 14 days in like-new condition with all components, early termination fee will be waived. Service may be cancelled after 14 days but within 30 days and early termination fee will be waived, but equipment may not be returned. All other charges apply. Some dealers impose additional fees.

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. AT&T charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Minutes will be depleted according to usage in the following order: Night and Weekend Minutes, Mobile to Mobile Minutes, Anytime Minutes and Rollover Minutes. 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. You may obtain usage information by calling customer service or using one of our automated systems.

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. \$26 Activation Fee applies on each additional FamilyTalk line.

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. International long distance rates vary. Additional charges apply to services used outside the land borders of the U.S. , Puerto Rico and U.S. Virgin Islands.

Unlimited Voice Services: Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option, terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

International Roaming: Substantial charges may be incurred if phone is taken out of the U.S. even if no services are intentionally used. Voice and data usage outside the U.S. including data usage incurred from delivery of Visual Voicemail Messages, will be charged at international rates. Data Global Plans for iPhone can be added to the Data Plan for iPhone for reduced data rates in 36 countries. Visual Voicemail Messages received when roaming internationally

are charged at international data pay-per-use rates unless the Data Global Plan applies, in which case receipt of Visual Voicemail Messages will decrement Kilobytes included in the plan. Substantial charges may be incurred if the phone is taken out of the U.S even if no services are intentionally used. Data Roaming toggle set to "OFF" will block data roaming (but not Visual Voicemail) outside the U.S., Virgin Islands, and Puerto Rico, with the exception of Guam or Northern Mariana Islands.

Off-net Usage: If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice it intends to take any of the above actions, and you may terminate the agreement.

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. See Wireless Service Agreement for additional conditions and restrictions.

FamilyTalk: FamilyTalk requires a two-year service agreement for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the Anytime Minutes. FamilyTalk requires two lines. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number; if only one line remains it shall be converted to the closest single line rate.

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. If you change plans (including the formation of a FamilyTalk plan), or if an existing subscriber joins your existing FamilyTalk plan, any accumulated Rollover Minutes in excess of your new plan or the primary FamilyTalk line's included Anytime Minutes will expire. Rollover Minutes are not redeemable for cash or credit and are not transferable.

Mobile to Mobile Minutes: Mobile to Mobile Minutes may be used, subject to the above provisions governing unlimited usage, when directly dialing or receiving calls from any other AT&T wireless phone number from within your calling area. Mobile to Mobile Minutes may not be used for interconnection to other networks. Calls to voicemail and return calls from voicemail not included.

Terms Applicable to Features: For full details on messaging and data usage see www.att.com/mediaterm. Certain features will not be available in all areas at all times. See Roadside Assistance welcome letter and/or brochures for full terms and conditions.

VoiceDial: See VoiceDial brochure for full details.

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