

Cheryl R. Winn

Attorney At Law

September 8, 2009

VIA COURIER

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

RECEIVED

SEP 08 2009

**PUBLIC SERVICE
COMMISSION**


Re: Alan W. and Elizabeth R. Jones, Complainants v. BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky and New Cingular Wireless PCS, LLC
PSC 2009-00070

Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are the original and five (10) copies of Answer and Motion to Dismiss of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky and New Cingular Wireless PCS.

The Exhibits attached to Exhibit A to AT&T's Answer and Motion to Dismiss, the Affidavit of Joan H. Duncan, are confidential and, pursuant to 807 KAR 5:001, § 7, AT&T Kentucky and New Cingular Wireless PCS, LLC files herewith its Motion for Confidentiality requesting that the Commission afford confidentiality to that material.

Sincerely,


Cheryl R. Winn

cc: Parties of Record

Enclosures

741952

EDITED

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)
)
ALAN W. AND ELIZABETH R. JONES)
)
COMPLAINANTS)
)
v.) CASE NO.: 2009-00070
)
BELLSOUTH TELECOMMUNICATIONS,)
INC., DBA AT&T KENTUCKY)
)
AND)
)
NEW CINGULAR WIRELESS PCS, LLC)
Defendant)

MOTION FOR CONFIDENTIALITY OF
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY
AND NEW CINGULAR WIRELESS PCS, LLC

Petitioners, BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T Kentucky”) and New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility (“AT&T Mobility”) (hereinafter referred to as “AT&T”), by counsel, hereby move the Public Service Commission of the Commonwealth of Kentucky (the “Commission”), pursuant to KRS 61.878 and 807 KAR 5:001, § 7, to classify as confidential the Exhibits attached to the Affidavit of Joan H. Duncan, Exhibit A to AT&T’s Answer and Motion to Dismiss filed by AT&T in this case on September 8, 2009. The documents are filed on yellow paper and contain information of a personal nature and specific to the Complainants. Specifically, Exhibit 1 to Duncan’s Affidavit are copies of Complainants’ telephone bills for the period in question and Exhibit 2 contains summaries of information relative to the Complainants’ telephone service and usage for the time in question.

The Kentucky Open Records Act exempts certain personal information from the public disclosure requirements of the Act, including information the disclosure of which is prohibited by federal law or regulation. KRS 61.878(1)(a) and 61.878(1)(k).

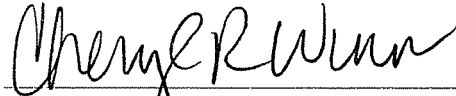
The material for which AT&T seeks confidentiality contains personal and customer-specific information. This information is specific to the Complainants and to their telephone service and usage. Information provided to the Commission concerning specific customers is customer proprietary network information (“CPNI”) and should not be publicly disclosed without the approval of the individual customers. Disclosure of customer-specific information is subject to obligations under Section 222 of the Communications Act of 1937 as amended by the Telecommunications Act of 1996. Federal law imposes the obligation to maintain the confidentiality of such information from public disclosure when the disclosure of such information records is prohibited by federal law or regulation. Therefore, because CPNI is protected from disclosure by federal law, this information should be afforded proprietary treatment.

The Commission should also grant confidential treatment of the information for the following reasons:

- (1) The information for which AT&T is requesting confidential treatment is not known outside of AT&T;
- (2) The information is not disseminated within AT&T and is known only by those AT&T employees who have a legitimate business need to know and act upon the information;
- (3) AT&T seeks to preserve the confidentiality of this information through appropriate means, including the maintenance of appropriate security at its offices; and
- (4) By granting AT&T’s petition, there would be no damage to any public interest.

For the reasons stated herein, AT&T respectfully requests the Commission to grant AT&T's request for confidential treatment of the information identified herein.

Respectfully submitted,



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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.
D/B/A AT&T KENTUCKY and
NEW CINGULAR WIRELESS PCS, LLC,
D/B/A AT&T MOBILITY

742433

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

ALAN W. AND ELIZABETH R. JONES)	
)	
COMPLAINANTS)	
)	
V.)	CASE NO. 2009-00070
)	
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY)	
)	
AND)	
)	
NEW CINGULAR WIRELESS PCS, LLC)	
)	
DEFENDANTS)	

**ANSWER AND MOTION TO DISMISS OF BELLSOUTH
TELECOMMUNICATIONS, INC. DBA AT&T KENTUCKY
AND NEW CINGULAR WIRELESS PSC, LLC**

The Defendants, BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T Kentucky”) and New Cingular Wireless PSC, LLC d/b/a AT&T Mobility (“AT&T Mobility”), (collectively referred to herein as “AT&T”) for its Answer and Motion to Dismiss the Complaint of Alan W. and Elizabeth R. Jones (“Customer”), states as follows:

FIRST DEFENSE

1. The Complaint fails to state a cause of action upon which relief can be granted.

SECOND DEFENSE

2. The services complained of are bundled, deregulated, nonbasic services, and therefore, the complaint is barred, in whole or in part, by KRS 278.541, *et seq.*

THIRD DEFENSE

3. AT&T pleads accord and satisfaction as an affirmative defense. The customer called AT&T Mobility on May 22, 2009, concerning service availability during the January 2009 ice storm and service restoral period. AT&T issued a one time courtesy credit on May 23, 2009. The credit appeared on the customer's June 11, 2009 combined bill. Exhibit A, Affidavit of Joan H. Duncan ("Duncan Aff."), ¶ 5.

FOURTH DEFENSE

4. AT&T pleads its Residential Service Agreement as an affirmative defense. Exhibit B, Residential Services Agreement ("RSA").

First, the RSA contains a limitation of liability provision. Specifically, Section 8a limits the liability of AT&T and provides the "monetary remedy for loss or damage . . . shall not exceed the amount of the charges paid or owed by [] [complainants] to AT&T for such Services for the period of such delay, malfunction, or failure" Exhibit B, RSA, Section 8a. A review of AT&T's records indicates complainants' service was out January 27 – February 3 and February 14 – 17, 2009 or approximately twelve (12) days. AT&T provided complainants with a courtesy credit on their June 11, 2009, combined bill (*See* Exhibit A, Duncan Aff., ¶ 5). Moreover, a review of the customer's wireless service records indicates that the customer's wireless service was used during the period in which the customer claims to have had no wireless service. In fact, the customer accumulated thousands of minutes of usage each month for January, February, March and

April of 2009. *See* Exhibit A, Duncan Aff., ¶¶4, 6. Further, AT&T's records indicate that the customers have not filed any trouble reports regarding their wireline or DSL service in 2009. *See* Exhibit A, Duncan Aff., ¶¶6, 7. There is no basis for further adjustments, additional service credits or a proration or reduction of continuing monthly service rates on the account.

Secondly, the RSA incorporates AT&T Kentucky's Price List into the RSA. Exhibit B, RSA, Section 2. The Price List provides "If objection in writing is not received by the company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber." Exhibit C, AT&T Kentucky's General Exchange Price List, Section A2.4.3. Complainants failed to timely dispute the February 11, March 11, and April 11 bills. In fact, AT&T did not receive any written notice of the customer's complaint until after complainants' original complaint was filed with the Commission on or about May 14, 2009.

FIFTH DEFENSE

5. AT&T Mobility pleads its Service Limitations and Limitation of Liability as a bar to customers' complaint herein. Exhibit D, AT&T Mobility Service Agreement. Specifically, the Service Limitations and Limitation of Liability provides "WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE.....AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICE OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any . . . (b) . . . interruptions, errors, failures to transmit, delays, or defects in the service

Notwithstanding the forgoing 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 prorata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee.” Exhibit D, AT&T Mobility Service Agreement (emphasis in original).

SIXTH DEFENSE

6. The damages of which the customer complains, if any, were caused in whole or in part by a third party, superseding, intervening, cause or event, or an Act of God, over which AT&T Kentucky had no control or liability and, therefore, AT&T pleads and relies upon same as a complete bar to the claims herein.

SEVENTH DEFENSE

7. AT&T admits the allegations contained in subpart (a) of the original Complaint, Appendix B to the Commission’s August 24, 2009 Order (“Original Complaint”).

8. With respect to the allegations contained in subpart (b) of the Original Complaint, AT&T admits only that AT&T Kentucky and AT&T Mobility are the correct entities providing service to the plaintiffs, and deny all other allegations contained in subpart (b) of the Original Complaint.

9. With respect to the allegations contained in subpart (c) of the Original Complaint, that the customer’s cell phone service was unavailable from January 27, 2009, to February 24, 2009, due to ice and winter storm damage to above ground lines, AT&T admits in part and denies in part. AT&T admits wireless service became unavailable in customer’s area on or about January 27, 2009, due to an ice and snow

storm described by Governor Beshear as “the biggest natural disaster that this state [Kentucky] has ever experienced in modern history.” AT&T further states that it restored wireless service in the customer’s area on or about February 3, 2009. Subsequent to that time, wireless service again became unavailable from February 14-17, 2009, as a result of conditions related directly or indirectly to the weather. AT&T denies cell phone service in the customer’s area was unavailable from January 27, 2009, to February 24, 2009, inclusively. AT&T is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in subpart (c) of the Original Complaint, and therefore, denies the same.

10. AT&T admits the allegations contained in numerical paragraphs 1 and 5 of the Complaint, Appendix A to the Kentucky Public Service Commission’s August 24, 2009 Order (“Supplemental Complaint”).

11. With respect to the allegations contained in numerical paragraph 2 of the Supplemental Complaint, AT&T only admits that the customer has a bundle of nonbasic services and charges for the customer’s landline, cellular and DSL services appear on the customer’s combined AT&T Kentucky bill. AT&T Kentucky denies the customer’s satellite television charge appears on the customer’s AT&T Kentucky bill.

12. AT&T is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in numerical paragraph 3 of the Supplemental Complaint, and therefore, denies same.

13. With respect to the allegation contained in numerical paragraph 4 of the Supplemental Complaint, AT&T denies AT&T Inc. provides any of the complained of

services to complainants in this proceeding and should be dismissed. AT&T Kentucky and AT&T Mobility are entities providing services to the complainants.

14. With respect to the allegations contained in numerical paragraph 6 of the Supplemental Complaint, AT&T admits in part and denies in part. AT&T admits wireless service became unavailable in customer's area on or about January 27, 2009, due to an ice and snow storm described by Governor Beshear as "the biggest natural disaster that this state [Kentucky] has ever experienced in modern history." AT&T further states that it restored wireless service in the customer's area on or about February 3, 2009. Subsequent to that time, wireless service again became unavailable from February 14-17, 2009, as a result of conditions related directly or indirectly to the weather. AT&T denies cell phone service in the customer's area was unavailable from January 27, 2009, to February 24, 2009, consecutively. AT&T denies that there were any reported cable outages in the customer's service area around their service address after February 17, 2009. AT&T further states that complainants did not file a trouble ticket for any alleged service outage after February 17, 2009.

15. With respect to the allegations contained in numerical paragraph 7 of the Supplemental Complaint, AT&T admits only that complainants seek restitution for a 12 week period of time (January – April 2009). AT&T affirmatively states it previously provided a courtesy adjustment to the complainants due to service outages January 27 – February 3, and February 14 -17, 2009. The service adjustment appeared on the complainants' June 11, 2009 bill. Exhibit A, Duncan Aff., ¶ 5. AT&T denies the remaining allegations contained in numerical paragraph 7 of the Supplemental Complaint.

16. With respect to the allegations contained in numerical paragraph 8 of the Supplemental Complaint, AT&T admits wireless service became unavailable in customer's area on or about January 27, 2009, due to an ice and snow storm described by Governor Beshear as "the biggest natural disaster that this state [Kentucky] has ever experienced in modern history." AT&T further states that it restored wireless service in the customer's area on or about February 3, 2009. Subsequent to that time, wireless service again became unavailable from February 14-17, 2009, as a result of conditions related directly or indirectly to the weather. AT&T denies cell phone service in the customer's area was unavailable from January 27, 2009, to February 24, 2009, inclusively. AT&T is without sufficient knowledge or information to form a belief as to the truth or falsity of the remaining allegations contained in numerical paragraph 8 of the Supplemental Complaint, and therefore, denies same.

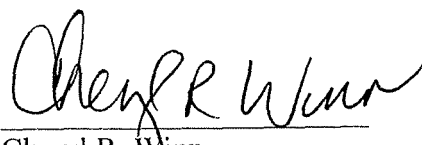
17. AT&T is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained in numerical paragraph 9 of the Supplemental Complaint, and therefore, denies same.

18. AT&T Kentucky reserves the right to amend its Answer to add other affirmative defenses in the event that they become appropriate after discovery has been conducted.

19. All allegations contained in the Original Complaint and the Supplemented Complaint not specifically admitted, are denied.

WHEREFORE, AT&T respectfully requests that the Original Complaint and Supplemental Complaint be dismissed and held for naught and that AT&T be granted any and all other relief to which it may appear entitled.

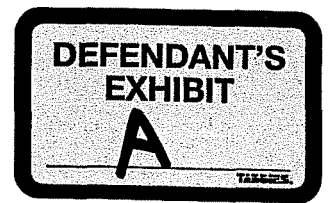
Respectfully submitted,

A handwritten signature in black ink that reads "Cheryl R. Winn". The signature is written in a cursive style with a horizontal line underneath it.

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CINGULAR WIRELESS PCS, LLC D/B/A
AT&T MOBILITY

742375



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:)
)
ALAN W. AND ELIZABETH R. JONES)
)
COMPLAINANTS)
)
v.) CASE NO.: 2009-00070
)
BELLSOUTH TELECOMMUNICATIONS,)
INC., DBA AT&T KENTUCKY)
)
AND)
)
NEW CINGULAR WIRELESS PCS, LLC)
Defendants)

AFFIDAVIT OF JOAN H. DUNCAN

The Affiant, Joan H. Duncan, and after being duly sworn states as follows:

1. I have personal knowledge of the facts stated herein. I am competent to testify to the facts, which are stated to the best of my knowledge and recollection.
2. I have been employed by BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky") or its predecessor companies since June 4, 1979. I currently am Area Manager Regulatory Relations. As Area Manager-Regulatory Relations, I am responsible for retail service quality matters.
3. I reviewed the Complainants' Complaint filed with the Kentucky Public Service Commission (Case No. 2009-00070) on May 14, 2009, and supplemented on or about August 13, 2009, wherein the Complainants allege that their landline and cellular phone service, as well as their DSL internet service, was unavailable for the period of January 27, 2009, to February 24,

2009, and was available only sporadically for a six-week period thereafter through April 15, 2009.

4. I reviewed the Complainants' combined telephone bills dated February 11, 2009, March 11, 2009, April 11, 2009 and May 11, 2009, covering usage for the months of January, February, March, and April, 2009, for the wireline telephone number (270) 472-1514 and wireless telephone numbers (270) 309-0446, (270) 994-3369, (270) 627-3179, (270) 627-4070 and (270) 627-4233. A true and accurate copy of the telephone bills are attached hereto as Exhibit 1.

5. I reviewed Complainants' billing history from February 11 through June 11, 2009. AT&T's records indicate that on May 22, 2009, the customer called concerning service issues during the Kentucky ice storm. On May 23, 2009, AT&T issued a credit adjustment which appeared on the June 11, 2009, bill.

6. I prepared a summary of the Complainants' wireless and internet usage during the subject period. The summary reflects considerable wireless and internet usage during the review period. See Exhibit 2, page 1.

7. I prepared a summary of the Complainants' long distance usage during the subject period. The summary reflects usage during the review period. See Exhibit 2, page 2.

Further, Affiant sayeth naught.

Joan H. Duncan
JOAN H. DUNCAN

COMMONWEALTH OF KENTUCKY)

) ss

COUNTY OF JEFFERSON)

SUBSCRIBED AND SWORN TO before me by JOAN H. DUNCAN on this 8th day of September, 2009.

My commission expires: 7-25-2012.

Theresa E. Fleck
NOTARY PUBLIC, STATE AT LARGE, KY

742442

Exhibit 1 to the Affidavit of Joan H. Duncan is proprietary. There is no edited version.

Exhibit 2 to the Affidavit of Joan H. Duncan is proprietary. There is no edited version.



DEFENDANT'S
EXHIBIT

B

AT&T Residential Service Agreement

Note: See Section 18 for additional or different requirements in your state.

This AT&T Residential Service Agreement ("Agreement") applies to all AT&T services you subscribe to, except for those provided under: 1) a tariff or 2) another agreement, unless that agreement references this Agreement ("Services"). When you receive this Agreement, your subsequent purchase or use of Services or your payment for them is your agreement to the terms and conditions of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT GOVERNS DISPUTES BETWEEN YOU AND AT&T (SEE SECTION 9). HOWEVER, INSTEAD OF ARBITRATION, YOU HAVE THE RIGHT TO BRING ANY DISPUTE YOU MAY HAVE TO THE FEDERAL COMMUNICATIONS COMMISSION, STATE PUBLIC UTILITY COMMISSION, OR SMALL CLAIMS COURT, IF THE CLAIM IS WITHIN THE AGENCY'S OR COURT'S JURISDICTION. THIS AGREEMENT ALSO ESTABLISHES LIMITATIONS OF LIABILITY IN THE EVENT OF A DISPUTE (SEE SECTION 8). FOR CUSTOMERS RECEIVING SERVICES IN SOUTH CAROLINA, TO THE EXTENT THERE IS A FINAL, NON-APPEALABLE DECISION THAT THE FEDERAL ARBITRATION ACT DOES NOT APPLY, THIS AGREEMENT IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE SOUTH CAROLINA UNIFORM ARBITRATION ACT SECTION 15-48-10, ET SEQ.

1. DEFINITIONS

Terms not otherwise defined in this Agreement have the following meanings:

"AT&T", "the Company", "we", "our" and "us" mean the AT&T companies providing your detariffed services under this Agreement.

"Detariffed" means that the description, price, and other terms and conditions for the service are no longer governed by tariffs filed with a state public utility commission (intrastate services) or the Federal Communications Commission (interstate and international services).

"Force Majeure" means causes beyond our control that prevent or hinder the delivery of any Service, such as fire; flood; lightning; meteorological phenomena; earthquakes; volcanic action; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil

disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; and acts of terrorism.

“Service(s)” are all the detariffed AT&T services you subscribe to that are provided under this Agreement.

“Guidebooks” are documents that contain the description, price, and other terms and conditions for each detariffed service. They may be called “Service Guides”, “Catalogs”, or “Service Descriptions and Price Lists” in some states. Guidebooks are available online at att.com/servicepublications. If you do not have web access, you may call AT&T for assistance.

“Tariffs” are documents that are filed with state public utility commissions (intrastate services) or the Federal Communications Commission (interstate and international services). They contain certain services, prices, and other terms and conditions that have not been detariffed. Tariffs are available online at att.com/servicepublications. If you do not have web access, you may call AT&T for assistance.

“You” means the person subscribing to the Services provided under this Agreement.

2. GUIDEBOOKS AND TARIFFS INCORPORATED BY REFERENCE

In some states, including California and Iowa, certain generally applicable terms and conditions remain in Tariffs and also govern the Services. The Guidebooks and such generally applicable Tariffs are incorporated into this Agreement by reference. In the event of a conflict between an applicable Tariff, the Guidebooks, and this Agreement, the Tariffs control, followed by the Guidebooks, then this Agreement.

3. USE OF SERVICES

You agree not to use the Services for any illegal, unlawful, abusive, or fraudulent purpose. You understand and agree that you are responsible for use of the Services by all persons you authorize to use the Services. You also understand and agree that the Services are to be used for residential household purposes and not for business purposes.

4. CHARGES AND PAYMENT

a. General. You agree to pay all applicable charges for Services purchased or used by you or by anyone you authorize. This includes governmental charges, including taxes, that we are required to bill you (“Mandatory Fees”) or are permitted to recover from you (“Discretionary Fees”). Discretionary Fees are designed, in a commercially reasonable manner, to recover local, state and/or federal charges we are required to pay to governmental entities, including, but not limited to, Universal Service Fund charges, some of which can change

quarterly or more often. It is presumed that all calls dialed from your home were authorized by you. Any mathematical error made by AT&T or any of our representatives does not constitute an offer and thus may subsequently be corrected by the Company.

You agree to pay no later than the "due by" date specified on your bill. Monthly recurring charges may be billed one month in advance. Usage-based charges may be billed after the charges are incurred. Calls billed on a per-minute basis may be billed by rounding up to the next full minute for any fractional minutes. When a percentage discount is applied, the resulting discount may be rounded down to the nearest cent. Your first bill may include charges for the partial month in which Services began and for the following month. If you pay by phone, a reasonable convenience fee may apply. If your payment is dishonored, we may charge you an insufficient funds or returned check fee. If you do not pay by the due date, we may charge you a collections fee, late payment charge, and/or an interest charge. The amounts of applicable charges and fees are available either in Tariffs; Guidebooks; on your bill; or, in the case of the convenience fee, by phone prior to incurring it. Our acceptance of late or partial payment (even if marked, "PAID IN FULL" or similar words) or late payment charges shall not constitute waiver of any of our rights to collect the full amount due under this Agreement.

b. Credit. Based on your credit worthiness, we may require that you make an advance payment or deposit and/or we may set a credit limit or approved usage threshold on your account at any time. If you fail to pay for the Services when due, we may apply the deposit, other security, or advance payment to the amount you owe us.

c. Notice of Price and Fee Increases. We will provide at least thirty (30) days' notice of price increases to all affected customers, by bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law. For increases in Mandatory and Discretionary Fees, we will provide notice as required by law.

When notice is required, we may, where permitted, provide notice of increases in Discretionary Fees by web posting only. If we provide notice by web posting only, we will advise you of that fact by bill insert, bill message or other reasonable method (other than web posting) at the time you receive this Agreement or within a reasonable period of time thereafter, or prior to the time that we initiate notice by web posting only. We will also send you a reminder, at least once a year, to regularly check our web site for such increases. Where commercially reasonable, we will post notice to the web site thirty (30) days prior to the effective date. Otherwise, we will post notice within a commercially reasonable time after we receive notice from the governmental entity. If you do not have web access, you may call us for such information at the AT&T telephone number shown on your bill for our Services. If you are notified that notice for increases in Discretionary

Fees is by web posting only, you agree to check our web site at least once a month if you want to stay current on such increases.

For increases in prices associated with transaction-based calls, including, but not limited to, calls billed to a calling card/credit card and operator-assisted calls, and for increases in prices of international calls not covered by a calling plan and international mobile termination charges, we may provide notice by web posting or in newspapers of general circulation only, where permitted.

d. Expiration of Promotional Prices. Promotional pricing and terms shall expire in accordance with the terms applicable to each promotion, without further notice to you.

5. SUSPENDING AND CANCELING SERVICES

a. Cancellation of Services by You. You may cancel all or a portion of your Services by calling the applicable AT&T phone number on your bill. The Guidebooks specify conditions applicable to cancellation of Services, including termination fees, if any. If you do not call to cancel, you agree to pay for all Services you order, use, or pay for, and those Services continue to be governed by this Agreement.

b. Discontinuance, Suspension, or Cancellation of Services by AT&T. We reserve the right to discontinue providing Services in all or part of a service area at any time, subject to applicable law and regulation, by providing thirty (30) days' notice to affected customers. If we believe the Services are being used fraudulently, abusively, illegally, or unlawfully, we reserve the right to immediately and without notice suspend, restrict, or cancel them. If you do not pay the undisputed portion of your bill by the required due date, we may suspend, restrict, or cancel the Services with advance notice to you. If you violate any other term or condition of this Agreement, we may suspend, restrict, or cancel the Services if the violation is not remedied within a reasonable period of time after we provide notice to you. If you ask us to reinstate your Services following suspension or cancellation for any of the above reasons, we may require you to pay a deposit or a reconnection fee, or both. We may suspend or terminate any Services affected by a Force Majeure event, without notice to you.

c. Repair of Services. We have the right at any time to suspend or interrupt Services to make necessary repairs or changes in our facilities. We may refuse to repair Services if we determine that the conditions at your premises are unsafe for us, our agents, and/or our contractors.

6. INDEMNIFICATION

You agree to indemnify and hold harmless AT&T, our employees, officers, directors, affiliates, subsidiaries, assignees and agents for any claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and

expenses, including reasonable attorney fees, arising from or relating to any use of any Services by you or any person you authorize or permit to use any Services, including but not limited to claims relating to: incorrect, incomplete or misleading information; defamation, libel or slander; invasion of privacy; identity theft; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or service sold or otherwise distributed through or in connection with any Services or any injury or damage to person or property caused thereby; or violation of any applicable law or regulation (collectively "losses"), unless such claims are based on or arise from our willful misconduct or gross negligence. This provision will continue to apply after the cancellation or termination of this agreement.

7. DISCLAIMER OF WARRANTIES

AT&T DOES NOT WARRANT THAT ANY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (OTHER THAN THOSE WARRANTIES, IF ANY, THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT), ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. AT&T DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO AT&T EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON AT&T'S BEHALF, AND YOU AGREE THAT YOU WILL NOT RELY ON ANY SUCH STATEMENT.

8. LIMITATION OF LIABILITY

a. You acknowledge and understand that – due to the nature of the Services – calls, messages, or service may be lost for many reasons, including but not limited to: dialing errors, power failures (including power failures at your residence), malfunctioning of Services and equipment, electronic interference, and Force Majeure events. Therefore, except as set forth in Subsection 8b below, your monetary remedy for loss or damage caused by the provision, operation, or use of any Services or for the delay, malfunction, or partial or total failure of any Services, including such loss or damage caused by AT&T's negligence, shall not exceed the credit specified in the applicable Tariff or Guidebook, or, if no credits are specified, shall not exceed the amount of the charges paid or owed by you to AT&T for such Services for the period of such delay, malfunction, or failure (except to the extent additional monetary remedies are provided for in Section 9). You also acknowledge and understand that AT&T is not responsible for any loss or damage caused by the interruption or other absence of commercial power and that it is your responsibility to maintain any desired backup power, including battery backup, at your residence in the event of a power outage.

b. The limitations of liability in Subsection 8a do not apply if it is determined that AT&T's gross negligence or willful misconduct caused you damage. In that event, AT&T will be liable only for the direct damages for which it is found responsible.

c. In no event will AT&T be liable or responsible for indirect, incidental, special, punitive, or consequential damages arising out of, resulting from, or in connection with the provision, operation, or use of the Services, or for the delay, malfunction, or partial or total failure of any Services, including but not limited to loss of revenue, profit or other economic loss; emotional distress; harm to reputation; loss of consortium; and/or pain and suffering, regardless of whether AT&T knew or should have known of the possibility of such damages and regardless of whether AT&T's negligence caused such damages.

d. The provisions in this Section 8 will survive and continue to apply after this Agreement terminates. As used in this Section 8, AT&T means AT&T, its employees, officers, directors, affiliates, subsidiaries, assignees, agents, and suppliers. The disclaimers and limitations of liability in this Section 8 apply unless prohibited by applicable law.

9. DISPUTE RESOLUTION BY BINDING ARBITRATION

Instead of arbitration, you have the right to bring any dispute you may have with us to the Federal Communications Commission, state public utility commission, or small claims court, if the claim is within the agency's or court's jurisdiction.

Summary of Arbitration Agreement (which is set forth below in detail):

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

Arbitration Agreement:

a. AT&T and you agree to arbitrate **all disputes and claims** between 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.

In this Section, references to "AT&T", "you", and "us" include our respective subsidiaries, affiliates, agents, officers, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment 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 and to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: AT&T Services, Inc., 208 S. Akard, Room 3100.04, Dallas, Texas 75202, Attn Customer Arbitration ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled.

You may download or copy a form notice and a form to initiate arbitration from here: att.com/residentialarbitration

c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless

your claim is for greater than \$75,000. (The filing fee currently is \$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 Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1.800.778.7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed 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. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is 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 amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) 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 alternative payment

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 alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

e. The right to attorneys' fees and expenses discussed in Subsection 9d 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.

f. The arbitrator may award declaratory or 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 proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

g. 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 the period of time that you are receiving Services, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

10. CHANGES TO THIS AGREEMENT

From time to time, we may change this Agreement, including the terms and conditions of the Guidebooks and Tariffs which are part of this Agreement. If any such change results in more restrictive terms or conditions, we will provide you at least thirty (30) days' notice, by bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law.

11. MISCELLANEOUS

After receipt of any notice required by Sections 4, 10, and/or 18, your purchase or use of Services or your payment for them is your agreement to the changes described therein, as of their effective date. Services are provided subject to billing and technical limitations, and not all Services are available in all areas.

This Agreement does not give any third party a remedy, claim, or right of reimbursement. You understand that it may be possible for unauthorized third parties to monitor data traffic. If you desire to secure your transmissions in connection with any Services, you shall procure, at your own cost, encryption software or other transmission protection. You assume full responsibility for the establishment of appropriate security measures to control access to your equipment and information.

12. ASSIGNMENT

Except as otherwise may be provided under any applicable state laws or requirements, we reserve the right to assign or otherwise transfer by merger or operation of law all or part of our rights or duties under this Agreement without notice. You may not assign this Agreement or the Services to which you subscribe without our prior written consent, which will not be unreasonably withheld.

13. ENTIRE AGREEMENT

This Agreement, which incorporates by reference applicable Guidebooks and Tariffs, sets forth the entire agreement between you and AT&T and, with respect to the Services covered by this Agreement, takes the place of all previous agreements, understandings, statements, proposals, and representations between us, whether written or oral. This Agreement can be amended solely as provided in Section 10.

14. SURVIVABILITY

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation, or termination of this Agreement. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

15. SEVERABILITY

Except as provided in Section 9, if any provision, phrase or wording of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision, phrase or wording and the rights and obligations of the parties to this Agreement shall be construed and enforced accordingly.

16. GOVERNING LAW

Except as it relates to Section 9, this Agreement is governed by the law and regulations of the State where you receive your Service, without regard to its conflict of law principles, except to the extent that such law is preempted by applicable federal law.

17. STATE LAW

You may have certain rights under the laws of the state in which you receive the Services. To the extent that applicable state laws do not permit this Agreement to supersede such rights, those state rights will govern the Services you receive except where such state law is preempted by applicable federal law, such as the Federal Arbitration Act.

18. ADDITIONAL/DIFFERENT STATE REQUIREMENTS

The following terms and conditions apply in the following states, in addition to the terms and conditions provided above and/or instead of any conflicting terms and conditions provided above.

Alabama and Mississippi Customers: Section 10. CHANGES TO THIS AGREEMENT shall be amended to read as follows:

From time to time, we may change this Agreement, including the rates, terms and conditions of the Guidebooks, Price Lists, Service Descriptions, Service Guides, and Tariffs which are part of this Agreement. In such event, we will provide you with at least thirty (30) days' prior written notice, by bill insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law, of any such modification and the proposed effective date. Upon receipt of such notice, you may elect to terminate your Services by contacting us within the thirty (30) day time period. Your continued use of the Services or your continuation of the account after the thirty-day time period has elapsed shall constitute your assent to the modifications in rates, terms and conditions.

California Customers: This Agreement does not apply in California.

Kentucky Customers: Your Services may contain a Basic local exchange service and optional features that are on file with the Kentucky Public Service Commission and that are also available separately. Should you desire to purchase a Basic local exchange service and any such optional feature without additional products or services, you may purchase them individually at prices posted at att.com/servicepublications or filed with the Kentucky Public Service Commission.

Ohio Customers: Additional information regarding your rights and responsibilities under the Ohio Minimum Telephone Service Standards (Ohio Administrative Code 4901:1-5), for services provided by AT&T Ohio, as applicable to this Agreement, that are under the jurisdiction of the Public Utilities Commission of Ohio ("PUCO"), can be found in the "Telephone Customer Rights and Responsibilities" section of your AT&T telephone directory. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. As required by the PUCO, if we believe the Services are being used fraudulently,

abusively, illegally, or unlawfully, we will attempt to notify you through reasonable means before we suspend, restrict, or cancel the Services.

South Carolina Customers: In the event of a conflict between an applicable Tariff, the Guidebooks, and this Agreement, this Agreement controls, followed by the Guidebooks, then the Tariff.

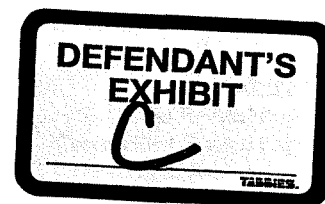
Tennessee Customers: Your Bundled Offering contains telecommunications services that are also available separately. Should you desire to purchase only the telecommunications services included in your Bundled Offering, without additional products or services, you may purchase those telecommunications services individually at prices posted at att.com/servicepublications or filed with the Tennessee Regulatory Authority.

1084 DG 5/09 ARRSA 5/09

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BELLSOUTH
 TELECOMMUNICATIONS, INC.
 KENTUCKY
 ISSUED: December 14, 2007
 BY: Joan A. Coleman, President - KY
 Louisville, Kentucky



A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service

- A. The subscriber is responsible for payment of all appropriate charges for telephone services, including completed calls and equipment. The subscriber will receive a monthly bill for telephone services provided by the Company. The bill will include the subscriber's telephone number, the due date of the bill, the amount due, the period of time covered by the bill, and itemized local and toll charges as appropriate. Similar billing information will be provided on separate sheets for the subscriber's preferred long distance carrier and other carriers as appropriate. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- B. Except as otherwise stated in the tariff, the subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and billed local usage.¹ The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station. Service shall not be disconnected for nonpayment of charges unless the Company has given the affected subscriber a written notice of the proposed date of disconnection at least five (5) days before the proposed date of disconnection. No service shall be terminated until at least twenty (20) days after the date of the original unpaid bill.
- C. Should service be suspended for nonpayment of charges, it will be restored only in accordance with payment of a charge for restoration in Section A4. When the period of suspension is more than one day, credit will be given from the date of suspension up to and including the date service is restored.
- D. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.
- E. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- F. The Company will apply an administrative charge to the subscriber's account for each separate occasion upon which a check, draft or other payment instrument is not accepted by the subscriber's financial institution on which it is written.
 - 1. Returned check/bank draft

- | | | | |
|----------|----------------|-------------|-----|
| | Rate | USOC | |
| (a) Each | \$30.00 | NA | (1) |
- G. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Service Charges, as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the Company's incremental cost of capital. That interest rate is 13 percent. This interest rate will be revised periodically by the Company upon approval of the Commission. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Notice will be made to the Commission before suspension of the deferred payment option. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.

Note 1: Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 KENTUCKY
 ISSUED: June 6, 2008
 BY: Joan A. Coleman, President - KY
 Louisville, Kentucky

GENERAL EXCHANGE PRICE LIST

PSC KY. TARIFF 2G
 Fifth Revised Page 13.1
 Cancels Fourth Revised Page 13.1
 EFFECTIVE: June 23, 2008

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment For Service (Cont'd)

- H. A late payment charge of \$5.50 and an interest charge of 1.50 percent of the unpaid balance will apply to each residence subscriber's bill with a balance greater than \$6.00 for regulated charges (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. A late payment charge of \$15.00 and an interest charge of 1.50 percent of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$6.00 for regulated charges (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.50 percent interest charge is applied to all new charges on a subscriber's previous month's bill which were not paid prior to the next billing date. State Agencies subject to KRS 45.454 shall be assessed late payment charges in accordance with that statute. Additional penalty charges shall not be assessed on unpaid penalty charges. Federal Government customers are exempt from late payment and/or interest charges.
- I. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.
- J. Miscellaneous Fees Associated With Payments

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, *payments through the Company Internet website (www.bellsouth.com or www.att.com)*, and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

(C)

a. Rates and Charges

(1) Per Telephone Request

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

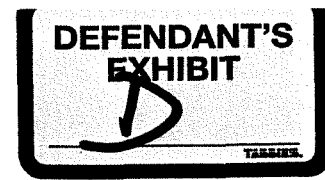
(N)

A2.4.4 Allowance For Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this tariff. For the purpose of administering this regulation, every month is considered to have thirty days.

A2.4.5 Provision For Certain State And Local Taxes And Fees

- A. When the Company is required to pay the three percent utilities gross receipts license tax for schools, authorized by KRS 160.613, the Company will increase its rates in any such county in which it is required to pay such school tax by three percent.



[Print this page](#)

Service Agreement

By checking "I have read and agree to the service agreement", you will be bound to the following for a two-year term (renewable in accordance with the Terms of Service):

- 1) The Terms of Service, including the binding arbitration clause (below)
- 2) The "Plan Terms" and other information regarding your voice and data rate plans contained on the service plan pages; and
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features.

If buying an iPhone, you agree that use of the iPhone acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.

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 on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.**

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 device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175 ("Early Termination Fee"). 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. 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.

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. You may have to return any handsets and accessories purchased with this Agreement, and AT&T may charge you a restocking fee. 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 Device 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, 1025 LENOX PARK., ATLANTA, GA 30319 ("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. 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; 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, charges will be calculated at your default pay per use rate for the mobile content transport when delivered, generally per kilobyte or per megabyte. 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; 2) to give 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 Service 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 a 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

Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. 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 CALCULATED 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 CALCULATES 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 wireless.att.com. 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 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 Device 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 and LIMITATION OF LIABILITY

Limitations of liability set forth herein govern unless they are prohibited by applicable law. 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) at our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit and AT&T, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming internationally, dial 1-916-843-4685. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. For more information and for a list of currently available countries and carriers go to att.com/wirelessinternational. Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. AT&T may send "alerts" via SMS or email to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. 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.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

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

ARBITRATION AGREEMENT

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

(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, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("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 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, unless your claim is for greater than \$75,000. (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 Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 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>.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed 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. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by 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 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 amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) 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 alternative payment 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 alternative payment 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 declaratory or injunctive relief 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 future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

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. In the event of a

dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. 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 att.com/wireless. If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit 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: 1-866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customers

If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 1-787-756-0804 or 1-866-578-5500; Online: www.jrtpr.gobierno.pr

Lifeline Services

As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-800-377-9450. Puerto Rico customers should contact 1-787-405-5463.

For tips on how to protect against fraud, please visit the CPUC's website at, www.CalPhoneInfo.com.