

name and contact information. In addition, we may obtain information from other service providers when you purchase certain services from us, such as our DISH TV Package.

If you use social media credentials to login or interact with a Frontier website, mobile app, or Frontier's social media pages, we may collect information about your social media profile. You can control the data we receive in this manner through the controls available in your social media account settings.

When You Contact Us. When you contact us or we contact you, we may monitor or record the communication, and keep records of and about the communication, so that we can provide better service. We will inform you during such a call that the call might be monitored or recorded.

How We Use and Share the Information We Collect

We use the information we collect about customers to provide, manage, and improve the services we offer; bill and collect for our services; to better understand our customers and market our services, as well as to deliver relevant advertising; respond to customer questions and concerns; and to manage, repair, and protect our network.

We or third parties acting on our behalf use the information collected from cookies and other tracking mechanisms to customize your experience and gather information about how you navigate our website. For example, cookies and other tracking mechanisms allow us to remember you when you visit our websites, deliver relevant advertising to you, market our services on our websites and on third-party websites, and keep track of your online ordering and account information.

We may share personal information with third-party agents and vendors that perform services on our behalf as necessary for them to perform these services. Frontier requires such agents and vendors to use this information only as we direct, and to protect it consistent with this policy. In addition, we may share information with other providers when you purchase their services from us, such as our DISH TV Package.

We also may share your information (1) with your permission, (2) as required by law, including in response to a duly-served subpoena or other government request for information, (3) to investigate or defend against third-party claims or allegations, (4) to protect our rights, property, and personal safety, or that of our customers or others, or (5) as part of any merger, acquisition, sale of company assets or transition of service to another provider.

We do not otherwise share your personal information. We may, however, share anonymous or aggregate information with third parties, including to improve how we provide service to existing and potential customers.

How You Can Limit the Sharing and Use of Your Information

We provide you several choices regarding how we use and share your information.

Customer Proprietary Network Information. You may limit our use and sharing of a certain type of customer information, known as Customer Proprietary Network Information, or "CPNI." CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and related billing information of your telecommunications services. Protecting the confidentiality of your CPNI is your right and our duty under federal law.

You can limit the use and sharing of your CPNI for marketing services other than the ones we currently provide to you by calling us at 1-877-213-1556 or visiting www.frontier.com/cpni. Any restriction of our use of your CPNI will stay in effect until you notify us otherwise. If you choose to restrict access to your CPNI, your service will not be affected and you will continue to receive the same high quality services from us. Please note that restricting our use of your CPNI will not eliminate all of our marketing contacts with you, as you may still receive marketing contacts that are not based on your restricted CPNI. Frontier takes the privacy of customer information seriously and appreciates the opportunity to provide high quality communications services to you.

Other choices regarding marketing contacts are described below.

We do not disclose CPNI to third parties, other than affiliated companies or their agents, without your consent, except as required or allowed by law.

Information Used for Online Advertising. If you would like more information about interest-based advertising, or about ways in which you can prevent companies from using this information, you can visit http://www.networkadvertising.org/managing/opt_out.asp.

In addition, you can manage cookies by using features and functions available on most Internet browsers, for example by deleting or disabling cookies. Please note that disabling cookies may prevent you from using specific features on our websites and other websites.

Do Not Call. Federal "Do Not Call" laws allow you to place your phone number on the National Do Not Call List to prevent telemarketing calls to your phone number. Certain states have similar laws and maintain their own lists. Frontier also maintains an internal Do Not Call List. To view our Do Not Call Policy in its entirety, go to <https://frontier.com/corporate/policies>.

Marketing E-Mails. To opt out of receiving marketing emails from Frontier, please email us at privacy@ftr.com.

How We Protect Your Information

We use reasonable technical, administrative, and physical safeguards to protect against unauthorized access to, use of, or disclosure of the personal information we collect and store. No program is 100% secure, however. As a

result, we cannot guarantee that we will prevent every unauthorized attempt to access, use, or disclose personal information.

Personally identifiable and other sensitive records are retained only as long as reasonably necessary for business, accounting, tax, or legal purposes.

Information about the Cable Act

To the extent that Section 631 of the Communications Act of 1934, as amended (the "Cable Act") applies to services you purchase, it entitles you to know certain information about the personally identifiable information a cable service provider collects. Under the Cable Act, you are entitled to know the nature of the personally identifiable information we collect; how we may use this personally identifiable information; under what conditions and circumstances we may disclose personally identifiable information and to whom; how long we maintain personally identifiable information; how you may obtain access to your personally identifiable information; and your rights under the Cable Act concerning the collection and disclosure of personally identifiable information and your right to enforce limitations provided by federal law. (Personally identifiable information is information that identifies a particular person; it does not include aggregate data that does not identify a particular person.)

The Cable Act permits Frontier to use the Frontier TV, Vantage and FiOS cable systems to collect personally identifiable information necessary to render our cable service or other services or to detect unauthorized reception of cable communications. The Cable Act prohibits us from using our cable system to collect personally identifiable information about any subscriber for any other purpose without the subscriber's prior written or electronic consent. Frontier considers the personally identifiable information contained in our business records to be confidential. We are, however, authorized under the Cable Act to disclose personally identifiable information if the disclosure is necessary to provide or conduct a legitimate business activity related to Frontier's cable service or other services provided over our facilities.

We may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order or search warrant. The Cable Act requires that we disclose personally identifiable information (including the selection of video programming) to a third party or governmental entity in response to a court order. In the event the court order is sought by a nongovernmental entity, we are required to notify our subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the subscriber be afforded the opportunity to appear and contest any claims made in support of the court order. We may also be required by federal law to disclose certain subscriber record information (but not records revealing the selection of video programming) to comply with valid legal process, such as warrants, court orders or subpoenas without any subscriber notice or consent to such disclosure.

The Cable Act permits cable operators to disclose subscriber name and address information to other parties, but only after providing subscribers with the opportunity to limit or prohibit such disclosure. It is Frontier's policy not to disclose any personally identifiable information about our cable subscribers to others outside of Frontier and its affiliates, vendors and business partners, unless our subscribers provide prior consent or we are required to do so by law. Before Frontier ever makes such mailing lists available to others outside of Frontier and its affiliates, vendors and business partners, we will provide our subscribers with notice and an opportunity to prohibit or limit such disclosure.

If you believe that your privacy rights have been violated, please contact us at privacy@FTR.com immediately. We will take immediate steps to address your concerns. If you believe that you have been aggrieved as a result of our violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act through a civil lawsuit seeking damages, attorney's fees and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws, as well.

Links to Non-Frontier Websites and Content

Our websites and apps may contain links to websites and apps managed and controlled by entities other than Frontier. For example, through our Frontier Games websites, we provide the ability to download thousands of online games. We are not responsible for the content on those websites and apps, or their privacy policies and practices. We encourage you to review the privacy policies and practices of such websites and apps.

Children's Privacy

We do not knowingly collect any information from children under 13.

Changes to This Privacy Policy

We may make changes to this policy from time to time, and encourage you to periodically review this policy for any such changes. We will notify you of any material changes by posting a notice on our website home page and the privacy policy page 30 days before any change takes effect.

Contact Us

If you have questions or concerns related to our privacy policy or information practices, e-mail us at privacy@FTR.com or contact us at Frontier Communications, 1398 South Woodland Blvd., DeLand, FL 32720.

Our Right to Make Changes

FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, E-MAIL, SET-TOP BOX NOTIFICATION OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE FRONTIER WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED.

The information included in this Annual Notice, on <http://frontier.com/corporate/annual-notice-files> or on the sites referenced, including service, programming and pricing information, is current as of October 6, 2016 and may be subject to change. Please visit www.frontier.com for the most up-to-date information.

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VANTAGE™ TV BY FRONTIER® CUSTOMER NOTICE

This document includes important information about Vantage TV by Frontier service and Frontier's policies and procedures. Additional information, as well as the Frontier Vantage TV by Frontier Terms of Service, are available at www.Frontier.com. To the extent any provision in this document conflicts with the Vantage TV by Frontier Terms of Service or Frontier's Privacy Policy posted on www.Frontier.com/policies the posted Terms of Service and Privacy Policy apply.

THIS NOTICE REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.

In this notice, when we use the terms "Frontier," "we," "us" or "our," we are referring to the Frontier company or companies that are providing Vantage TV by Frontier service to you. Frontier places the highest priority on superior customer service.

Contacting Customer Service

- Technical support is available twenty four (24) hours a day, seven (7) days a week toll free at 800.219.6877.
- For ordering, billing, and other inquiries, please call 888-Get-Vantage (888-438-8268). Representatives are available Monday through Friday from 7:00 A.M. to 8:00 P.M. and Saturdays and Sundays from 8:00 A.M. to 6:00 P.M.

Products and Services, Pricing and Programming Options

Vantage TV by Frontier customers have access to a variety of programming packages, premium content, On Demand and Pay Per View titles, as well as Vantage TV by Frontier equipment and recording/storage options. Vantage TV by Frontier equipment allows customers to enjoy the full potential of Vantage TV by Frontier, including our Interactive Media Guide, On Demand Library, Parental Controls and HD programming. Customers who connect to the Vantage network without Vantage TV by Frontier equipment will not be able to receive all Vantage TV by Frontier programming and features. Please note that our equipment may not support certain features and functions of older televisions and recording equipment.

Detailed information, including pricing and conditions of subscription, is available at <https://frontier.com/shop/tv/vantage-tv> or by calling 888-Get-Vantage (888-438-8268).

How to use Vantage TV by Frontier

Visit <https://frontier.com/helpcenter/categories/tv/vantage-tv/channel-guides-vantage-tv-residential> for information on how to use your Vantage

TV by Frontier service, including remote control and search functions, the Interactive Media Guide, recording functions. On Demand and Pay Per View programming and Parental and Purchase Controls. A variety of information is also available by using the Menu button on your Vantage TV by Frontier remote to access the Help Menu.

Vantage TV by Frontier Channel Lineup

Visit <https://frontier.com/helpcenter/categories/tv/vantage-tv/channel-guides-vantage-tv-residential> for the most current channel lineup.

Installation and Maintenance

In many cases you may choose to install your Vantage TV by Frontier service yourself. You may also have a Frontier technician install your service, as well as any additional TV outlets or wiring that may be needed. For details and rates associated with professional installation, contact us at 888-Get-Vantage (888-438-8268).

You can easily troubleshoot Vantage TV by Frontier issues by utilizing the Customer Support Menu on your Interactive Media Guide or going to <https://frontier.com/helpcenter/categories/tv/vantage-tv>. You can also contact technical support at 800.219.6877. If the representative is unable to resolve your issue, a service call or appointment may be setup at your convenience. A service charge may apply.

Billing, Payment and Service Credit Information

Frontier will provide you with a monthly bill for your Vantage TV by Frontier service that is accurate and easy to understand. Billing is based on a 30-day billing cycle. Recurring charges for each month's services will be billed one month in advance. Nonrecurring and usage-based charges for services generally will be billed in the billing cycle following the transaction. You should remit payment by the due date indicated on your bill. If full payment is not received by the indicated due date, a late fee may be assessed and service may be suspended or terminated. As of the print date of this notice, the late fee was the higher of 1.5% of the delinquent balance or \$7.50. However, this charge may change. Please refer to your monthly invoice for the current applicable late payment charge. You will also be charged a fee for any check or other form of payment returned unpaid by a financial institution for any reason.

If you believe you have been billed in error for service, please notify us within sixty (60) days of the billing date by contacting Frontier customer care at 888-Get-Vantage (888-438-8268). Frontier will not issue refunds or credits after the expiration of this sixty (60) day period, except where required by law.

In the event of a Vantage TV by Frontier video service outage lasting 24 or more consecutive hours, subscribers must notify Frontier at 888-Get-Vantage to receive a credit. Your request for credit should be made no more than 30 days after video service is restored.

Resolving Customer Service, Billing and/or Technical Service Issues

If you have customer service or billing issues, you can contact Frontier's customer care center at 888-Get-Vantage (888-438-8268). If you have technical questions or complaints regarding your Frontier Vantage TV by Frontier service, please contact Frontier customer care at 1.800.219.6877.

If you are dissatisfied with our resolution you may contact the Connecticut Public Utility Authority:

Consumer Assistance and Information

Ten Franklin Square, New Britain, CT 06051

800.382.4586

Dispute Resolution with Frontier by Binding Arbitration

AS EXPLAINED MORE FULLY BELOW AND IN THE TERMS AND CONDITIONS DOCUMENTS ASSOCIATED WITH THE SERVICES PROVIDED TO YOU BY FRONTIER, FRONTIER'S TERMS AND CONDITIONS SET FORTH IMPORTANT DETAILS ABOUT YOUR RELATIONSHIP WITH FRONTIER INCLUDING THE REQUIREMENT THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW. IF YOU DO NOT AGREE TO FRONTIER'S TERMS AND CONDITIONS, YOU MAY NOT USE FRONTIER'S SERVICE AND MUST TERMINATE SERVICE IMMEDIATELY. BY USING OR PAYING FOR FRONTIER SERVICES, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

***PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS ***

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Frontier each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. 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 individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. For any non-frivolous claim that does not exceed \$75,000, Frontier will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Frontier for your own dispute to the same extent as you would be in court. In addition, under certain circumstances (as explained below), Frontier will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Frontier has offered you to settle the dispute.

Arbitration Agreement:

(a) You and Frontier agree to arbitrate **all disputes and claims** between us related to or associated with the Service. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "Frontier," "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 Frontier Broadband Services under this or prior Agreements between us.

Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and Frontier each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.** Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any 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.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated.

(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 Frontier should be addressed to: Frontier Communications, Legal Department, 401 Merritt 7, Norwalk, CT 06851 ("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 Frontier and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Frontier may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Frontier or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Frontier is entitled.

(c) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by calling Frontier at 1-877-462-7320, option 3. 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, including the scope, interpretation, and enforceability of section (f) below, are for a court to decide. If your claim is for \$25,000 or less, 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 \$25,000, the right to a hearing will be determined by the AAA Rules. Unless Frontier and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence unless you and Frontier agree otherwise. 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.

Frontier agrees to pay your AAA filing, administration, and arbitrator fees ("AAA fees") for claims for damages of up to \$75,000 and for claims for non-monetary relief up to the value of \$75,000, as measured from either your or Frontier's perspective (but excluding attorneys' fees and expenses). After Frontier receives notice that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the AAA. If you are unable to pay this fee, Frontier will pay it directly upon receiving a written request.) In addition, Frontier will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b). In such case, the payment of AAA fees will be governed by the AAA Rules, and you agree to reimburse Frontier for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorneys' fees and expenses), as measured from either your or Frontier's perspective, the payment of AAA fees will be governed by the AAA Rules.

(d) If Frontier offers to settle your dispute prior to appointment of the arbitrator and you do not accept the offer, and the arbitrator awards you an amount of money that is more than Frontier's last written settlement offer, then Frontier will pay you the amount of the award or \$5,000 ("the alternative payment"), whichever is greater. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you any relief on the merits, then Frontier agrees to pay you the amount of the award or the alternative payment, whichever is greater. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment 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) Although Frontier may have a right to an award of attorneys' fees and expenses if it prevails, Frontier agrees that it will not seek such an award.

(f) You and Frontier agree to seek, and further agree that the arbitrator may award, only such relief—whether in the form of damages, an injunction, or

other non-monetary relief—as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or Frontier. YOU AND FRONTIER AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND FRONTIER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If a court decides that applicable law precludes enforcement of any of this paragraph (f)'s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

(g) Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services, you may reject that change by providing Frontier with written notice within 30 days of the change to the Notice Address provided in (b) above and require Frontier to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

Vantage TV by Frontier Privacy Notice

Protecting the privacy of our customers is important to Frontier. This privacy policy is designed to inform you about how we collect, use, share, and protect the information of customers of our consumer and residential services, namely our high-speed Internet, home phone, multichannel video, Wi-Fi Hot Spot, and Frontier Secure services. It also governs the information we collect when you visit our website, and describes certain choices we provide to our customers regarding the use of their information. This policy does not govern the services we offer to businesses, including Frontier Business Edge.

Please note that separate privacy policies may apply to the services of other providers that you purchase from us, such as our DISH TV Package. We encourage you to review the privacy policies and practices of such other providers.

What Information We Collect and How We Collect It

We collect certain information when you use our products, services, and websites, as well as when you communicate with us.

Information You Provide to Us. We collect information you provide to us, such as your name and contact information, driver's license number, Social Security Number, and payment information. We also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

Information Related to Your Use of Our Services. We also collect information about how you use our products and services. This information may include call records, the websites you visit, information about the devices you use in connection with our services, your bandwidth usage, and your TV and other video viewership, including movie rental and purchase data.

Information Collected When You Use Our Websites and Mobile Apps. We collect certain information when you visit a Frontier website or use a Frontier mobile app, including information about your operating system and browser, IP address and device identification numbers, and web addresses of the websites you come from and go to next.

Frontier, or third-party analytic companies acting on Frontier's behalf, also may use cookies, web beacons, and other tracking mechanisms to collect information while you visit our websites. A cookie is a small data file placed in your browser. Web beacons are small, clear graphic images. Mechanisms such as these allow for the collection of information about your interactions with our websites. We also may receive demographic information about you, or information regarding your interests, from third-party analytics companies that use cookies and other tracking mechanisms.

Frontier also allows third-party advertising companies to display ads when you visit our websites. These companies may use information about your visits to our and other websites—but not your name, address, email address, or telephone number—to provide advertisements about goods and services of interest to you.

As described below, you have choices available to you regarding the use of your information for advertising. In addition, some browsers have incorporated "Do Not Track" mechanisms. Most of these mechanisms, when turned on, send a signal to the website or online service indicating that the user does not wish to be tracked online.

However, because the providers of "Do Not Track" and similar signals do not yet operate according to common, industry-accepted standards, we currently do not respond to those signals. For more information about Do Not Track mechanisms, see <http://allaboutdnt.com>.

Information from Third Parties. At times, we receive information about our customers from third parties, such as credit information from credit reporting agencies, when you purchase products or apply for service. We also may receive marketing and other information, including but not limited to demographic information, about you from third parties. If you rent your residence, we may have a record of whether the landlord's permission was required to install our facilities, as well as the landlord's



Important information regarding Your Vantage™ TV by Frontier Terms of Service:

Effective October 24, 2014, Frontier Communications acquired the AT&T/Southern New England Telephone Company providing TV service to you. If you were a AT&T/Southern New England Telephone Company U-Verse® TV customer prior to October 2014, the following U-Verse Terms of Service applied to you.

AT&T U-verse®

Annual Notification

Connecticut

*please retain
for your records*

Customer Service Standards
Terms of Service
AT&T U-verse® TV Standard Rates

(CTUVNotice 9/13)

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Get answers 24/7
att.com/uversesupport
or talk live 800.288.2020



September 2013



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Dear Valued AT&T U-verse® Member,

This is your AT&T U-verse Annual Notice. Please retain for your records. We have also enclosed the TV Quick Start Guide and your Channel Card.

Thank you for being an AT&T U-verse customer!

Sincerely,

Your AT&T U-verse team

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NOTICE TO CONNECTICUT AT&T U-VERSE® TV SERVICE CUSTOMERS CONCERNING GENERAL CUSTOMER SERVICE STANDARDS

AT&T places the highest priority on providing you with the best customer service. We have established general AT&T U-verse TV service standards for customer care that not only meet state and federal requirements but are designed to exceed customer expectations. By law, we are required to notify you of certain information when your service first begins and annually thereafter. Listed below and included in the enclosed documents are our general customer service standards along with the required information regarding service offerings and rates, conditions of subscription, installation and service maintenance policies, instructions on how to use the service, channel positions, credit policies, billing practices, and complaint procedures.

AT&T U-verse customer service is available to you at any time.

You can find answers to your questions and report problems online at <http://att.com/uversecentral> or call our AT&T U-verse customer care line toll-free at 800.288.2020. Knowledgeable and qualified AT&T U-verse representatives are available as follows:

- Technical support is available twenty four (24) hours a day, seven (7) days a week toll free at 800.288.2020.
- For ordering, billing, and other inquiries, representatives are available Monday through Friday from 8:00 A.M. to 7:00 P.M. and Saturdays from 8:00 A.M. to 5:00 P.M. After these hours, your call will be answered by an automated response system.

AT&T employees and representatives will carry identification.

AT&T U-verse employees and representatives carry an identification card with their name and photograph.

We will schedule service appointments with respect for your time.

Appointment Hours for Installations and Service Calls

The “appointment window” alternatives for installations, service calls, and other installation activities that we provide will be, at a maximum, a four-hour time block during normal business hours; although we strive to provide you a two-hour “technician arrival window.” For record keeping purposes, our technician will be late if they miss a two-hour technician arrival window by more than two hours. We may schedule service calls and other installation activities outside of normal business hours for your express convenience. We will not cancel an appointment with you after 5 p.m. on the business day before the scheduled appointment. If our representative is running late for an appointment with you and will not be able to keep the appointment as scheduled, we will try to contact you. We will reschedule the appointment, as necessary, at an available time which is convenient for you, even if the rescheduled appointment is not within normal business hours.

Installation Intervals

It is our installation policy to offer an installation date within seven (7) business days of when an order has been placed. Customers may also choose from available dates and times outside of the standard interval.

We will provide all estimated costs for repairs or service prior to any work.

During your order process, AT&T U-verse sales representatives will disclose applicable installation service charges and promotional pricing. If any additional service or repair work needs to be performed once your AT&T U-verse technician is on-site, he/she will state orally the estimated cost of any additional service. You must authorize the charges before service is delivered or work is performed.

We will handle service repairs promptly.

Excluding conditions beyond our control, we will begin working on AT&T U-verse TV service interruptions promptly, but no later than 24 hours after the interruption is reported by you or becomes known to us. Service interruption means the loss of picture or sound on one or more channels. We will take action to correct other service issues the next business day after being notified of the problem. Repair or replacement of equipment may delete stored content or reset personal settings or otherwise alter the functionality of your equipment.

In the event of a U-verse video service outage lasting 24 or more consecutive hours, subscribers must notify AT&T at 800.288.2020 to receive a credit. Your request for credit should be made no later than 30 days after video service is restored.

We will notify you of changes in rates or deletions in programming.

We will notify you of any changes in rates, programming services or channel positions, in compliance with federal and state requirements.

We will clearly outline how deposits, bill disputes, and termination of service will be handled.

Credit Card Authorization

We may ask you to provide us with a valid email address and credit card number from a card issuer we accept in order to activate your service. AT&T may charge or place a hold on your card for any unpaid charges related to your U-verse TV services as described in your Terms of Service.

Advance Payments, Deposits, Fees and Limits

We may require deposits or advance payments. Based on your creditworthiness a non-refundable fee may be required to establish service and we may establish limits and restrict services and features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due.

Any deposits or advance payments may be applied toward any unpaid balance on your U-verse bill, or as otherwise set forth in your Terms of Service. Interest will not be paid on deposits or advance payments unless required by law. Upon AT&T's sole determination of satisfactory payment history, or as required by law, AT&T may begin refunding deposits or advance payments through bill credits, cash payments, or as otherwise permitted by law.

Your Monthly Bill

AT&T will provide you with a monthly bill for your AT&T U-verse TV service that is accurate and easy to understand. (You may receive your bill online or via U.S. mail.) If you wish to receive your bill online, you must register online to establish a personal AT&T My U-verse Account (username and password required). If you wish to receive a paper bill, you must contact us at 800.288.2020.

Billing is based on a 30-day billing cycle. Recurring charges for each month's services will be billed one month in advance. Nonrecurring and usage-based charges for services generally will be billed in the billing cycle following the transaction. You should remit payment by the due date indicated on your bill. If full payment is not received by the indicated due date, a late fee may be assessed. As of the print date of this notice, the late fee was \$5.00 per month. However, this charge may change. Please refer to the top of your monthly invoice for the current charge. You will also be charged a fee for any check or other form of payment returned unpaid by a financial institution for any reason.

Bill Inquiries & Disputes

If you believe you have been billed in error for services, please notify us within sixty (60) days of the billing date by contacting AT&T customer care at 1.800.288.2020. AT&T will not issue refunds or credits after the expiration of this sixty (60) day period, except where required by law.

Termination of Service

Service may be terminated by calling AT&T at 800.288.2020. Upon termination you will be charged for the pro-rated number of days for which you had services in the billing cycle, and, if applicable you will receive a credit for any balance of payments for services billed in advance. A downgrade fee may apply if you make changes to your U-verse TV services within 30 days of service provisioning or later programming orders.

Return of Equipment

Upon termination of services, for whatever reason, you must return any equipment provided by AT&T, undamaged, within twenty one (21) calendar days. If the equipment is not returned within twenty one (21) calendar days, or is returned damaged, you will be charged for the value of the equipment. If the equipment is returned within 90 days of termination, any fees charged for the equipment will be refunded (other than fees for damages). No refunds will be made for any equipment returned more than 90 days after termination.

We will provide you with assistance in resolving service issues.

If you have questions or complaints regarding your AT&T U-verse TV service, please contact AT&T customer care at 800.288.2020 or online at <http://uverse.att.com> on the Support page.

If you are dissatisfied with our resolution, you may contact:

**Connecticut Public Utilities Regulatory Authority
Consumer Assistance and Information
Ten Franklin Square, New Britain, CT 06051
800.382.4586**

This information is also available by contacting AT&T customer care at 800.288.2020. Further rights and remedies are outlined in the Terms of Service enclosed or available online at <http://att.com/u-verse>.

AT&T U-verse Equipment Compatibility

AT&T U-verse TV service requires the use of an AT&T U-verse receiver for each television that you use to view AT&T U-verse TV. While AT&T U-verse TV is a feature-rich service, you may not be able to use all special features and functions of your televisions and non-AT&T U-verse recording devices.

Some of the functionality that you may not be able to use with non-AT&T U-verse equipment include features that allow you to: view a program on one channel while simultaneously recording a program on another channel; record two or more consecutive programs that appear on different channels; pre-schedule recordings; and, use advance picture generation and display features such as “Picture-in-Picture,” channel review and other functions that necessitate channel selection by your television or recording device.

A remote control device is provided with each AT&T U-verse receiver. In addition, remote control units that are compatible with AT&T U-verse receivers, such as a programmable or learnable remote control, may be obtained from other sources, such as retail outlets. For compatibility of remote controls please check with the remote control manufacturer.

AT&T U-verse TV Services and Other Terms and Conditions

A listing of AT&T U-verse TV services and prices can be found on the enclosed price sheet (AT&T U-verse TV Standard Rates). Other terms and conditions applicable to your AT&T U-verse TV service are outlined in the Terms of Service enclosed and available online at <http://att.com/u-verse>. To the extent these general customer service standards conflict with the AT&T U-verse TV Terms of Service, the Terms of Service will override.

AT&T U-VERSE® VOICE AND TV GENERAL TERMS OF SERVICE

September 2013

I. GENERAL AGREEMENT

The following Terms of Service (referred to as "TOS") are between you, the customer, and one of the following AT&T companies, depending upon your service address: Southwestern Bell Telephone Company; Pacific Bell Telephone Company; Illinois Bell Telephone Company; Indiana Bell Telephone Company, Incorporated; Michigan Bell Telephone Company; Nevada Bell Telephone Company; The Ohio Bell Telephone Company; Wisconsin Bell, Inc.; The Southern New England Telephone Company; or BellSouth Telecommunications, LLC (each individually and collectively referred to as "AT&T"). The TOS constitute a legal document that details your rights and obligations as a purchaser of AT&T U-verse Voice service and/or AT&T U-verse TV service (individually and collectively referred to as "Services"). If you purchase AT&T U-verse Voice service, your TOS include the General Terms of Service set forth herein, and the attached Schedule 1. If you purchase AT&T U-verse TV service, your TOS include the General Terms of Service set forth herein and the attached Schedule 2. Your TOS also include the Acceptance Form for Terms of Service for Purchase and Use of AT&T U-verse Voice and/or AT&T U-verse TV provided to you when Services are installed. Your TOS will continue to apply to your U-verse Services when they are transferred from one location to another.

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

You must accept these TOS as a condition of receiving the Services. For purposes of these TOS, "you" and "your" refer to the person purchasing the Services. "We," "our," "us," refer to AT&T.

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

Legal Authority. You must be at least 18 years of age to purchase the Services as an individual or to accept these TOS as an authorized representative for the person or entity who purchases the Services. By accepting these TOS, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting these TOS, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS; and you are also confirming that these TOS constitute a valid and binding obligation of yours. All use of the Services, whether or not authorized by you, shall be deemed for your use. You are responsible for ensuring that all use of the Services complies with these TOS.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in these TOS, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the AT&T U-verse website, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling AT&T at 800.288.2020.

Updates. These TOS may be updated or changed from time to time. You can review the most current version of these TOS at any time at: <http://www.att.com/u-verse/att-terms-of-service.jsp>. If AT&T makes a change to these TOS and that change has a material impact on the Services, you will be provided notice of that change, and such notice will be provided consistent with Notice provisions of this TOS. Your continued use of the Services following such notice constitutes your acceptance of those changes.

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

2. ACCEPTABLE USE AND PRIVACY POLICIES

Use of the Services is subject to the **AT&T Acceptable Use Policy** (available at <http://www.corp.att.com/aup>), which is incorporated herein by reference. Once you have purchased the Services you will have an account with AT&T ("AT&T Account"). Your AT&T Account will include information applicable to the Services including but not limited to billing information and charges related to the Services (whether recurring or one-time). If you have, or later obtain, an AT&T Access ID, you are subject to the **AT&T Access ID Terms and Conditions** (available at <http://www.att.com/accessidterms>), which are incorporated herein by reference. The **AT&T Privacy Policy**, which is incorporated herein by reference and is available online at <http://www.att.com/privacy>, addresses AT&T's use of account information and other information specific to your use of AT&T U-verse Services.

AT&T U-verse Services are provided for your non-commercial personal use only, and for your enjoyment in a private residential dwelling/office unit. You agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services. Further, you agree that the AT&T U-verse TV service will not be viewed in areas open to the public or in commercial establishments and that your AT&T U-verse TV service may not be rebroadcast, nor performed, nor may admission be charged for listening to or viewing AT&T U-verse TV service.

3. INSTALLATION/SERVICE

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

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

4. FEES AND CHARGES

Agreement to Pay. You agree to pay all fees and charges for the Services associated with your AT&T Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, AT&T may pay taxes, fees, and surcharges to municipalities and other governmental entities, which AT&T may pass on to you.

Late Payment Charge and Dishonored Check or Other Instrument Fee. If the entire amount of payment due is not received by the payment due date, a late payment charge will be charged to you. AT&T may assign unpaid late balances to a collection agency for appropriate action. You will be charged a fee for any check or other instrument (including credit card charge-backs) tendered by you and returned unpaid by a financial institution for any reason.

Unpaid Past Due Charges. You expressly authorize, and specifically consent to allowing, AT&T and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by AT&T to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to AT&T. All contact information you provide will be kept confidential and used only for the purposes stated above. You agree and acknowledge that any email address

or any other electronic address that you provide to AT&T is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons' attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set email messages delivered by an automatic emailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

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

5. BILLING AND PAYMENTS

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

You agree to provide AT&T with updated credit card information upon AT&T's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this TOS, you acknowledge and agree that neither AT&T nor any AT&T affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at AT&T's option, to the account number provided for such automatic payment or electronic funds transfer plan.

Advance Payments, Deposits, Fees and Limits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in these TOS or permitted by law. 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. Upon determination solely by AT&T of satisfactory payment history or as required by law, AT&T may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by AT&T. Based on your creditworthiness, a non-refundable fee may be required to establish service and we may require you to enroll, and remain enrolled, in an automatic payment or electronic funds transfer plan. We may establish additional limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due.

Payment Cycle and Cancellation. Billing for the Services commences when AT&T has provisioned the Services. Recurring charges for each month's Services will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination you will be charged for the pro-rated number of days for which you had Services in that billing cycle and, if applicable, you will receive a credit for any balance of payments for Services billed in advance. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

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

AT&T immediately if your contact information changes.

Bill Inquiries and Refunds. If you believe you have been billed in error for the Services, please notify us within 60 days of the billing date by contacting Customer Service (800.288.2020). AT&T will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

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

6. EQUIPMENT

Equipment may be new or fully inspected and tested. Depending on your service address, your Services will include one of the following Equipment configurations:

- a. A Residential/Wireless Gateway ("RG" or "WG") located inside your premises, and certain service-specific equipment set forth in Schedule 1 and/or Schedule 2 that is required for the Services to function (the RG and service-specific equipment herein collectively referred to as "Equipment"). If you do not purchase the Equipment from AT&T, you agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental fees may be included in your monthly charge for the Services or be charged separately (different taxes and surcharges may apply to the rental fees, Service fees, and/or the rental fee portion of the Service fees). Rental/purchase options depend on the AT&T U-verse Services you order and installation options you choose. The Equipment requires electrical power from your premises to operate, which you are responsible for providing.
- b. If you have an RG inside your premises, you may also have an Optical Network Terminal ("ONT"), which is a box typically located on the side of your house or in your garage, where AT&T's fiber network terminates. The ONT also requires electrical power from your home to operate, which you are responsible for providing. AT&T installs an initial power supply box for the ONT when the first resident at a premises orders AT&T services. The ONT power supply box converts the AC power in your home to the DC power required by the ONT.
- c. If you do not have an RG located inside your premises, your service is provided by an Intelligent Network Interface Device ("iNID") and certain service specific equipment set forth in Schedule 1 and/or Schedule 2 that is required for the Services to function (the iNID and certain service-specific equipment therein collectively referred to as "Equipment"). If you do not purchase the Equipment from AT&T, you agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental fees may be included in your monthly charge for the Services or be charged separately. Rental/purchase options depend on the AT&T U-verse Services you order and the installation options you choose. The iNID includes three components: (1) a unit typically located on the outside of your premises or in your garage where the AT&T network terminates (the outside unit); (2) a home networking hub, which provides wireless networking capability and is located inside your premises, (the inside unit); and, (3) a power supply unit, typically located in a sheltered area either inside your premises or in an attached structure. You are responsible for providing the electrical power for the iNID.

Backup Battery for RG. AT&T provides an initial RG battery backup unit, with an initial backup battery, for purchasers of AT&T U-verse Voice service. See Schedule 1, section IV, for more information on Power Outages and Backup Batteries.

Backup Battery for ONT. If there is an ONT at your premises and you are the first resident at the premises to order AT&T services, AT&T provides the initial backup battery for the ONT power supply box to you at no additional charge when your first AT&T service is installed. If a prior resident of the premises was the first resident to order AT&T services, you are responsible for determining whether a replacement battery for the existing ONT power supply box is needed and, if one is needed, for purchasing it. You hereby agree to be solely responsible for determining when the backup battery requires replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries.

Backup Battery for iNID. If there is an iNID at your premises, AT&T provides an initial backup battery for purchasers of AT&T U-verse Voice service. See Schedule 1, section IV, for more information on Power Outages and Backup Batteries.

AT&T reserves the right to manage the Equipment during the time you are an AT&T U-verse customer and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. AT&T will repair or replace damaged Equipment as AT&T deems necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with the TOS as determined by AT&T, you will be responsible for the price of repair or replacement. Any tampering with

the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another AT&T network, or on another provider's (non-AT&T) network). You agree to use appropriate and reasonable care in using any and all Equipment.

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

AT&T will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, including the initial battery backup units provided to AT&T U-verse customers.

7. INDEMNITY

You agree to indemnify and hold AT&T and its subsidiaries, affiliates, directors, officers, agents, and employees harmless from any claim, demand, action, citation, or legal proceeding, including, but not limited to, those arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, or for reasonable attorneys' fees (except as provided in paragraph 11(e) below), made by any party against AT&T, its subsidiaries, affiliates, directors, officers, agents, and employees arising out of or related to your use of or inability to use the Services, your connection to the Services, the provisioning or alleged failure to provision the Services, a violation of any provision of this TOS, or your violation of any rights of another.

8. INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE

Service may be temporarily interrupted or otherwise limited for a variety of reasons; some beyond the control of AT&T. AT&T reserves the right to refuse credit allowances for interruptions of Service. AT&T also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability. You acknowledge that AT&T may establish general practices and limits concerning use of the Services, including without limitation, the limits set forth in the attached Schedule I and Schedule 2.

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

9. ACCOUNT SECURITY

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

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

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

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

10. SUSPENSION AND TERMINATION

Suspension/Termination by AT&T. Your Services may be suspended or terminated if your payment is past due. AT&T may also suspend or terminate your Services if it is determined that there is previously unpaid, undisputed, and outstanding debt for U-verse service. Such suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While your Services are suspended you will not receive automatic credit balances (if any are due) and billing will continue for your monthly charges, and any applicable promotional offers may be discontinued and revoked as determined solely by AT&T. You will be charged a fee to restore your Service from suspension. In addition, AT&T may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that AT&T believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TOS, or any applicable policies or guidelines (including the Acceptable Use Policy), and AT&T may refer such use to law enforcement authorities without notice to you. Termination or suspension by AT&T of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

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

11. DISPUTE RESOLUTION WITH AT&T BY BINDING ARBITRATION PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling AT&T at 800.288.2020. **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 nonfrivolous 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.

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

- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 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:
www.att.com/arbitration-forms.

c. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <http://www.adr.org>, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed 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 paragraph (d) 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 provision 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 future 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.

12. SOFTWARE

The Services use and include certain software and/or firmware (the "Software"). Some Software resides on the Equipment.

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

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

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

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

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

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, UNLESS PROHIBITED BY LAW, AT&T SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF REVENUE OR PROFITS, BUSINESS OR GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) USE OF THE SERVICES (WHICH INCLUDES EQUIPMENT, SOFTWARE, AND INSIDE OR OUTSIDE WIRING), (b) THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, (c) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF THE SERVICES, EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE

OR GROSS NEGLIGENCE OF AN AT&T INSTALLER, TECHNICIAN, OR OTHER REPRESENTATIVE, AND/OR (d) ANY INABILITY TO REACH 911 EMERGENCY SERVICES, ANY ALLEGED INTERFERENCE WITH ALARM OR MEDICAL MONITORING SIGNALS, OR ANY FAILURE OF ALARM OR MEDICAL MONITORING SIGNALS TO REACH THEIR INTENDED MONITORING STATIONS ALLEGEDLY AS A RESULT OF THE SERVICES.

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

15. EXCLUSIONS AND LIMITATIONS

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

16. NOTICE

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

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

17. INTELLECTUAL PROPERTY

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

18. CREDIT REPORTING AUTHORIZATION

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

19. ASSIGNMENT

AT&T may assign these TOS and its rights and obligations pertaining to the provision of the Services, or parts thereof, to a parent or affiliated company without notice to you. You may not assign these TOS or your rights or obligations pertaining to the Services or any parts thereof without the written consent of AT&T.

20. MISCELLANEOUS PROVISIONS

1. These TOS do not provide any third party with a remedy, claim, or right of reimbursement.
2. These TOS, any policies, guidelines, or other documents referenced herein, the provisions set forth in any marketing and informational materials or promotional offers for the Services, and the terms and conditions posted on the AT&T U-verse website constitute the entire agreement between AT&T and you and supersede any prior agreements between you or AT&T with respect to the subject matter of these TOS.
3. These TOS and the relationship between you and AT&T will be governed by the law of the state of your billing address except to the extent such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.
4. The failure of AT&T to exercise or enforce any right or provision of these TOS will not constitute a waiver of such right or provision.
5. If any provision of these TOS is found by a court or agency of competent jurisdiction to be unenforceable, the parties nevertheless agree that the remaining provisions of these TOS shall 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 provision is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

6. To the fullest extent permitted by law, you and AT&T agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.
7. The section titles and paragraph headings in these TOS are for convenience only and have no legal or contractual effect.

SCHEDULE I Relates to Voice Specific Terms of Service
Information may be found at www.att.com/u-verse/att-terms-of-service.jsp

SCHEDULE 2 AT&T U-VERSE TV SPECIFIC TERMS OF SERVICE

I. Service Description

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

II. Billing And Payments

For AT&T U-verse TV service, nonrecurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, Video on Demand and Pay Per View. As long as payments are current, you will have a limit (up to a maximum of \$150) per bill cycle on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons. A downgrade fee may apply if you make changes to your Service within 30 days of Service provisioning or later programming orders.

III. Service-Specific Equipment

Equipment for AT&T U-verse TV service includes an AT&T U-verse TV Receiver ("Receiver"), and, if applicable, a Wireless Access Point ("WAP") to provide connection for a wireless Receiver. You may request additional Receivers and limits on the number of available Receivers for a household may apply. Additional rental or other fees may apply to all AT&T U-verse TV equipment, including, but not limited to, the Receiver(s).

IV. Interruptions, Limitations, And Modifications To Service

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

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

V. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AT&T MAKES NO WARRANTY THAT THE SERVICE WILL ALLOW YOU TO RECORD, VIEW, OR TRANSFER ANY PARTICULAR PROGRAM OR CONTENT.

VI. Intellectual Property

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

Effective September 1, 2013

AT&T U-verse® TV Standard Rates

Packages

	U450 Latino	U450	U300 Latino	U300
Channels (including music and locals) †	Up to 480	Up to 440	Up to 420	Up to 370
Genre/premium packages included	The Movie Package, HBO/Cinemax, The Sports Package, HD Technology Service, and Paquete Español	The Movie Package, HBO/Cinemax, The Sports Package, and HD Technology Service,	The Movie Package and Paquete Español	The Movie Package
Equipment included	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR
Additional equipment fees	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)
Professional standard installation	\$29	\$29	\$29	\$29
One-time service activation fee	\$49	\$49	\$49	\$49
Monthly price	\$131	\$121	\$99	\$89

Optional AT&T U-verse® TV Services

High Definition

	U450 Latino	U450	U300 Latino	U300
HD Technology Fee	✓	✓	\$10	\$10
HD Premium Tier (HD Technology Fee Required)	\$7	\$7	\$7	\$7
Fox Soccer Plus HD (HD Technology Fee Required)	\$15	\$15	\$15	\$15

✓ = Included * = Included for credit qualified customers only. Non-credit qualified customers will qualify for service upon payment of a \$250 non-refundable credit fee and a \$199 professional standard installation fee. \$29 installation charge effective September 16, 2013.

† Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list of included channels are available at att.com/u-verse.

Premium Packages

	U450 Latino	U450	U300 Latino	U300
The Movie Package (Starz, Encore, Showtime, The Movie Channel & Flix)	✓	✓	✓	✓
Showtime	✓	✓	✓	✓
Starz	✓	✓	✓	✓
The Movie Channel (TMC)	✓	✓	✓	✓
Flix	✓	✓	✓	✓
Encore	✓	✓	✓	✓
Showtime Unlimited (Showtime, The Movie Channel & Flix)	✓	✓	✓	✓
The Sports Package	✓	✓	\$10	\$10
HBO & Cinemax Package	✓	✓	\$26	\$26
HBO	✓	✓	\$16	\$16
Cinemax	✓	✓	\$14	\$14
The Playboy Channel	\$15	\$15	\$15	\$15

Packages

Effective September 1, 2013

	U200 Latino	U200	U-family	U-basic
Channels (including music and locals) †	Up to 330	Up to 280	Up to 130	Local channels only (dependent on market)
Genre/premium packages included	Paquete Español	None	None	None
Equipment included	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver with DVR	1 HD-ready receiver (non-DVR)
Additional equipment fees	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)	Receiver \$7/mo (Up to 7 additional)	1 DVR \$15/mo, Receiver \$7/mo (Up to 7 additional)
Professional standard installation	\$29	\$29	\$29	\$199*
One-time service activation fee	\$49	\$49	\$49	\$49
Monthly price	\$84	\$74	\$59	\$19

(Prices are monthly recurring charges in addition to AT&T U-verse TV & Internet package price or AT&T U-verse TV—only price.)

✓ = Included * = Included for credit qualified customers only. Non-credit qualified customers will qualify for service upon payment of a \$250 non-refundable credit fee and a \$199 professional standard installation fee. \$29 installation charge effective September 16, 2013.

† Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list of included channels are available at att.com/u-verse.

High Definition

	U200 Latino	U200	U-family	U-basic
HD Technology Fee	\$10	\$10	\$10	\$10
HD Premium Tier (HD Technology Fee Required)	\$7	\$7	Not Available	Not Available
Fox Soccer Plus HD (HD Technology Fee Required)	\$15	\$15	\$15	\$15

Premium Packages

The Movie Package (Starz, Encore, Showtime, The Movie Channel & Flix)	\$20	\$20	\$20	\$20
Showtime	\$14	\$14	\$14	\$14
Starz	\$14	\$14	\$14	\$14
The Movie Channel (TMC)	\$14	\$14	\$14	\$14
Flix	\$14	\$14	\$14	\$14
Encore	\$14	\$14	\$14	\$14
Showtime Unlimited (Showtime, The Movie Channel & Flix)	\$14	\$14	\$14	\$14
The Sports Package	\$10	\$10	Not Available	Not Available
HBO & Cinemax Package	\$26	\$26	\$26	\$26
HBO	\$16	\$16	\$16	\$16
Cinemax	\$14	\$14	\$14	\$14
The Playboy Channel	\$15	\$15	\$15	\$15

†Specific channel lineups vary by market (ZIP code) and package and over time. Channel counts include HD channels. Current list of included channels are available at att.com/u-verse.

Geographic and service restrictions apply to AT&T U-verse services. Pricing excludes taxes, fees and other charges, including city video cost-recovery fees, where applicable, and will include a Broadcast TV Surcharge of up to \$1.99/mo. Residential customers only. Prices, programming, features and offers subject to change without notice. Credit restrictions may apply. Channels not available in all areas and some programming excluded as subject to blackouts. Services provided by your local AT&T telephone company and available in limited areas. Effective 9/1/13.

Optional AT&T U-verse® TV Services

(Prices are monthly recurring charges in addition to AT&T U-verse TV & Internet package price or AT&T U-verse TV-only price.)

	U450	U300	U450/ U300/ U200 Latino	U200	U-family/ U-basic
Paquete Español	\$15	\$15	✓	\$15	\$15
TV JAPAN	\$25	\$25	\$25	\$25	\$25
Filipino TV Package (The Filipino Channel, GMA Pinoy TV, VivaTV Plus & Filipino On Demand)	\$25	\$25	\$25	\$25	\$25
The Filipino Channel	\$12	\$12	\$12	\$12	\$12
GMA Pinoy TV	\$12	\$12	\$12	\$12	\$12
South Asian Package (Aapka Colors, SET Asia, Zee TV, STAR India PLUS & MTV India)	\$35	\$35	\$35	\$35	\$35
TV Asia	\$15	\$15	\$15	\$15	\$15
SET Asia	\$15	\$15	\$15	\$15	\$15
Zee TV	\$15	\$15	\$15	\$15	\$15
STAR India PLUS	\$12	\$12	\$12	\$12	\$12
Aapka Colors	\$15	\$15	\$15	\$15	\$15
Vietnamese Package (SBTN & TVBV)	\$20	\$20	\$20	\$20	\$20
SBTN	\$15	\$15	\$15	\$15	\$15
TVBV	\$10	\$10	\$10	\$10	\$10
MBC America	\$13	\$13	\$13	\$13	\$13
Mandarin TV Package (CCTV-4, CTI-Zhong Tian, Phoenix North America Chinese Channel, Phoenix InfoNews, ET News & ET Global)	\$25	\$25	\$25	\$25	\$25
CCTV-4	\$10	\$10	\$10	\$10	\$10
CTI-Zhong Tian	\$12	\$12	\$12	\$12	\$12
Phoenix North America Chinese Channel	\$10	\$10	\$10	\$10	\$10
Phoenix InfoNews	\$10	\$10	\$10	\$10	\$10
ET News	\$10	\$10	\$10	\$10	\$10
ET Global	\$10	\$10	\$10	\$10	\$10
TV Polonia	\$20	\$20	\$20	\$20	\$20
Channel One Russia	\$15	\$15	\$15	\$15	\$15
TV5MONDE	\$10	\$10	\$10	\$10	\$10
Arabic Radio & Television	\$13	\$13	\$13	\$13	\$13
MTV Arabia	\$5	\$5	\$5	\$5	\$5
Rai Italia	\$13	\$13	\$13	\$13	\$13
TVBe	\$17	\$17	\$17	\$17	\$17

✓ = Included