

# **Additional Service and Equipment-Related Terms**

“AT&T” or “we,” “us” or “our” refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates or AT&T’s assignee or successor. “You” or “your”, “my” or “I” refers to the person or entity that is the customer of record and/or its Corporate Responsibility Users (**CRUs**), as appropriate.

**PLEASE READ THESE WIRELESS TERMS OF SERVICE CAREFULLY. They include provisions related to how we handle your information, including information related to your AT&T wireless account and your CRUs’ location.**

This document constitutes “Sales Information” under your wireless service agreement with us (**Agreement**) and is incorporated therein by reference. Capitalized terms used but not defined here, such as “Service”, have the definitions set forth in your Agreement.

All use of AT&T’s wireless network and Services is governed by AT&T’s Acceptable Use Policy, which can be found at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy), as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.

For more information about how we collect, use and protect your personal information, including your CRUs’ location information, please see the AT&T Privacy Policy located at [att.com/privacy](http://att.com/privacy). FirstNet customers should review the FirstNet Privacy Policy at [firstnet.com](http://firstnet.com).

AT&T’s wireless network may provide broadband access to the Internet. For more information about how AT&T helps transmit information to points on the Internet and how we manage our network, please see the Broadband Information page which can be found at [att.com/broadbandinfo](http://att.com/broadbandinfo).

## **1.0 TERMS RELATING TO YOUR DEVICE, CONTENT AND ACCOUNT**

### **1.1 Your Device**

Service may be used with: (a) a mobile device that contains a SIM that is assigned to your wireless account or (b) a device that is designed and purchased for use exclusively on AT&T’s network (both are referred to in these Terms of Service interchangeably as **Device or Equipment**).

A voice plan is required on all voice-capable Devices, unless specifically noted otherwise in the terms governing your rate plan or the terms of your Agreement. An eligible rate plan is required for certain types of Devices, including smartphones. A tethering plan may be required to enable tethering on a compatible Device, depending on the terms of your rate plan.

We may periodically change your Device’s preloaded software, apps or programming remotely, without notice, (e.g., to update Device software or direct your Device to use network services most appropriate for your typical usage). We may also remotely program or reconfigure your Device upon activation on the AT&T network and at other times, as well as install additional software and apps.

You cannot (nor can you allow anyone else to) make any modifications to any Device purchased from AT&T or its programming to enable it to operate on any other system, except in accordance with the AT&T Device Unlock Policy found at [att.com/deviceunlock](http://att.com/deviceunlock). We may, at our sole discretion, modify the programming of your Device to enable operation on other systems. You may not tamper with, replace, or modify your Device operating system from its original equipment manufacturer specifications and

capabilities.

You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

#### **1.1.1 Device Activation**

If you purchased a Device that was shipped to you, you agree to activate the Device within 7 days of the shipment date. If your Device is not activated by you, we may activate the Device for you within a month of shipping and your monthly recurring charges, and any applicable Service Commitment, will begin.

#### **1.1.2 Stolen or Lost Device**

Contact us immediately to report your Device as lost or stolen so we can suspend your Service. If you receive your bill and there are charges for unauthorized usage after you reported your Device as lost or stolen, you must notify us of the unauthorized charges within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under your Agreement, including, but not limited to paying your monthly Service charges. You can report your Device as lost or stolen by contacting us at 800.331.0500 if you are in the United States, or (+1) 314.925.6925 if you are abroad. If you have not received a courtesy suspension of monthly Service charges during the previous year, you may request a courtesy suspension until you replace or recover your Device (up to 30 days).

#### **1.1.3 Unlocking a Device**

Your Device may have been programmed with a SIM lock which prevents it from operating with other wireless carriers' networks. If you wish to use your Device with another wireless carrier, you must enter an unlock code to unlock the phone. You can find out whether you meet the eligibility criteria in our Device Unlock Policy and, if eligible, obtain unlock instructions by visiting [att.com/deviceunlock](http://att.com/deviceunlock).

### **1.2 Where and How Does AT&T Service Work?**

AT&T does not guarantee availability of wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside AT&T's coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary between AT&T network technologies. See coverage map(s) at your local store, from a sales representative, or at [att.com/coverageviewer](http://att.com/coverageviewer).

Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

### **1.3 What Information, Content, And Applications Are Provided By Third Parties?**

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

AT&T IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among AT&T's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by AT&T or any content providers or other third party. Delays or omissions may occur. Neither AT&T nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither AT&T nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

#### **1.4 Mobile Content**

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from AT&T or other companies (**Content**). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, that these charges will appear on your bill (including charges on behalf of other companies), and that such Purchases can be restricted by using parental controls or similar features available from an AT&T salesperson, or by calling AT&T. Any person using any Device assigned to your account to order Content on your account is deemed to have corresponding authority to consent to the use or disclosure of your account information, including CPNI (as defined in Section 1.8 below), to facilitate the processing or provisioning of and/or billing for such Content.

You are responsible for reviewing your monthly bills to ensure that all charges for Content are accurate. Additionally, you have full-time access to your Content purchase transaction history on our website. You may contest and seek refunds for unauthorized purchases and purchases with which you are not satisfied. AT&T reserves the right to restrict Content purchases or terminate the account of anyone who seeks refunds on improper grounds or otherwise abuses this service.

Actual Content may vary based on the Device capabilities. Content may be delivered in multiple messages. Content charges are incurred at the stated one-time download rate or subscription rate, plus a per kilobyte or per megabyte default pay per use charge for the Content transport when delivered, unless you have a data plan and such charges appear separately on your bill. You will be charged each time you download Content. Data Service charges apply.

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### **1.5 Am I Responsible If Someone Makes A Purchase With My Device?**

Except as otherwise provided in these terms of service, if your Device is used by others to make Content purchases, you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

- make Content purchases from those Devices, and to incur charges for those Content purchases that will appear on your bill;
- give consent required for that Content, including the consent to use that user's location information to deliver customized information to that user's Device; or
- make any representation required for that Content, including a representation of the user's age, if requested.

Usage by others can be restricted by use of AT&T Purchase Blocker or similar features.

### **1.6 AT&T Use of Location Information**

AT&T collects information about the location of your Device from our network and from your Device. We monitor, collect, and use this location information, together with other information we get from our network and your Device, to provide Wireless Service to you. We also use it to maintain and improve our network and the quality of your wireless experience.

**For more information about how we may collect and use information, including location, please refer to the AT&T Privacy Policy at [att.com/privacy](https://att.com/privacy). FirstNet users should review the FirstNet Privacy Policy at [firstnet.com](https://firstnet.com).**

### **1.7 California Proposition 65 Warnings**

California Proposition 65 requires that Californians be warned about products that can expose them to chemicals known to the state of California to cause cancer, birth defects or other reproductive harm. This constitutes notice that the following products provided to customer can result in exposure to one or more Proposition 65 listed chemicals: [MB65](#)

### **1.8 Dedicated Account Representative; CPNI**

If AT&T designates a dedicated account representative as your primary contact with AT&T, you authorize AT&T to access, discuss and disclose your customer proprietary network information (**CPNI**) to any of your employees or agents without a need for further authentication or authorization. CPNI is information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. You have the right, and AT&T has the duty under federal law, to protect the confidentiality of CPNI. AT&T implements and maintains commercially reasonable network and data security procedures and controls with respect to any data, including CPNI, in systems owned or managed by AT&T commercially reasonable organizational, administrative, technical, physical and logical safeguards designed to protect AT&T's network, systems, databases, equipment, files, and locations against unlawful or unauthorized access or intrusion by third parties.

## **2.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE**

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## **2.1 What Are The Limitations On Service And Liability?**

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

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to wireline Internet. AT&T is not responsible for nonproprietary services or their effects on Devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS.

## **2.2 Who Is Responsible For Security?**

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

## **2.3 How Can I Use the Software?**

The pre-installed/embedded software, interfaces, documentation, data, and content provided on any Device purchased and designed for use exclusively on AT&T's system as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by AT&T (hereinafter **Software**) is licensed, not sold, to you by AT&T and/or its licensors/suppliers for use only on such Device. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy). For the avoidance of doubt, Software does not include any AT&T or third-party software sold separately to you by AT&T.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell,

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redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by AT&T and/or its licensors/suppliers.

AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge AT&T's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in your Agreement.

## **2.4 Prohibited Uses of Wireless Services**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of all our customers to have access to reliable services provided at reasonable costs, we forbid certain activities and uses (**Prohibited Network Uses**). We may take any and all reasonable actions necessary to prevent and stop Prohibited Network Uses or any other violation of AT&T's Acceptable Use Policy. Prohibited Network Uses include use of AT&T Wireless Service that, in AT&T's sole determination:

- hinders other customers' access to the wireless network;
- involves a mechanism that is used to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- negatively affects our network or compromises network security or capacity;
- excessively and disproportionately contributes to network congestion;
- adversely impacts network service levels or legitimate data flows;
- degrades network performance;
- causes harm to other customers;
- tethers a wireless Device to a computing device if you have not subscribed to a rate plan with a tethering feature;
- uses any Device for Wireless Service with an ineligible rate plan,
- constitutes the reselling of any Wireless Service, or
- is excessive or unreasonable.

### **2.4.1 Examples of Prohibited Network Uses of Voice Service:**

Our unlimited Voice Service is provided primarily for live dialogue between individuals. If your use of unlimited Voice Service for call forwarding, conference calling or purposes other than live dialogue between individuals exceeds 1,000 minutes per month, AT&T may terminate your Service or change you to a rate plan with no unlimited voice usage components. Our unlimited Voice Service may not be used for any other commercial purposes, including, but not limited to: (1) maintaining an open line to provide dispatch or monitoring services; (2) accessing or remote call forwarding to multi-party chat line services; (3) transmitting broadcasts or pre-recorded materials; or (4) telemarketing.

### **2.4.2 Examples of Prohibited Network Uses of Messaging Service:**

Our Messaging Services are provided solely for communication between, and/or initiated by, individuals. You may not use Messaging Services for other purposes, including, but not limited to: (1) sending unsolicited, unauthorized, spam, or other unwanted messages (whether SMS, MMS, RCS, or other); (2) sending or receiving unusually high numbers of messages or messages not originated on your Device,

other than as provided in an AT&T business messaging service; or (3) reselling or transferring messaging capabilities. See the Acceptable Use Policy (located at [att.com/legal/terms.aup.html](http://att.com/legal/terms.aup.html)) for more information. We may terminate or restrict your Messaging Service for tethered messaging, excessive use, or misuse.

### **2.4.3 Examples of Prohibited Network Uses of Data Service:**

Data Service may not be used in any manner that: defeats, obstructs, penetrates, or attempts to defeat, obstruct, or penetrate, the security measures of AT&T's wireless network or systems, or another entity's network or systems; accesses, or attempts to access without authority, the accounts of others; or adversely affects the ability of other people or systems to use either AT&T's Wireless Services or other parties' internet-based resources. For example, this prohibition includes, but is not limited to: malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial or bulk email).

Data Service may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance. For example, this includes, but is not limited to: server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "auto-responders," "cancel bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the Wireless Service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active internet connections when a connection would otherwise be idle or any "keep alive" functions.

Data Service also may not be used with high bandwidth applications, services and content that are not optimized to work with Data Service and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices; web broadcasting; and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices.

## **2.5 Unlimited Data Service**

If you are subscribed to an AT&T unlimited data plan, you agree that "unlimited" means you pay a single monthly flat rate for Data Service regardless of how much data you use. You further agree that "unlimited" does not mean that wireless data will be transmitted at any particular speed or that you can use AT&T's Data Service in any way that you choose or for any Prohibited Network Uses. If you use your unlimited data plan in any manner that is prohibited, AT&T can limit, restrict, suspend or terminate your Data Service. We may also migrate you from the unlimited data plan to a tiered data plan and charge you the appropriate monthly fees. We will provide you with notice of this change at least one billing period in advance either by a bill message, email, text message, or other appropriate means.

Except for FirstNet customers, AT&T may also reduce your data throughput speeds at any time based on the terms of your data plan, which may include times when your usage exceeds an applicable, identified data usage threshold during any billing period. Reduced data throughput speeds mean you may experience reduced data speeds and increased latency, which may cause websites to load more slowly and affect the performance of data-heavy activities such as video streaming.

Reduced data throughput speeds may also apply when using Data Services at times and in areas experiencing network congestion compared to other customers using the same cell site. Standard speeds will resume once the cell site is no longer congested or when your data session moves to an uncongested cell site, and speeds will no longer be reduced during periods of network congestion at the start of your next billing period, unless your usage again exceeds an applicable, identified data usage threshold for that next billing period.

There are no mobile network-related speed reductions if you use Wi-Fi, and Wi-Fi data usage does not count against a monthly data usage threshold for wireless Data Service. For more information, go to [att.com/broadbandinfo](https://att.com/broadbandinfo).

## **2.6 AT&T's Rights to Change, Reduce, Cancel, Suspend, Interrupt or Terminate Wireless Service or the Agreement**

AT&T can take any and all actions necessary to protect the AT&T wireless network, ensure compliance with this Agreement and prevent and/or stop Prohibited Network Uses. AT&T may also change, reduce, interrupt, suspend, limit or cancel your Wireless Service or terminate your Agreement without advance notice for any reason, including, but not limited to the following actions by you or any user of your Device or on your Account:

- misconduct described elsewhere in your Agreement with us;
- living or predominantly using Wireless Service outside of the AT&T owned and operated domestic network coverage area;
- exceeding our off-net roaming usage allowances; and
- engaging or attempting to engage in Prohibited Network Uses.

If you lose your eligibility for a particular Wireless Service, we may modify, remove, or change your Wireless Service to one for which you qualify. **If we determine that you are using your Device without the correct rate plan, we reserve the right to switch you to the required rate plan and charge you the appropriate monthly charges and fees.** If we change your rate plan, you may change to another eligible rate plan. We may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the limited availability of wireless bandwidth and spectrum. We may reduce your data throughput speeds at any time or place according to your rate plan.

**If we cancel your Wireless Service for misconduct or violations of this Agreement and you have a Service Commitment, we may charge you an ETF in addition to interrupting, suspending, modifying, or terminating your Wireless Service and Agreement.**

## **2.7 How Can I Use Wireless Service on Other Wireless Carrier Networks?**

AT&T has agreements with other wireless carriers that allow you to use Wireless Service outside of AT&T's owned and operated wireless network. Within the U.S. and certain U.S. territories, the use of other carrier networks is referred to as domestic off-net usage. Use of other carrier networks while traveling internationally is called international roaming or international off-net usage. Both off-net usage and international roaming are dependent upon the agreements we have at any given time with other wireless carriers, and the network technology, frequencies, and functionality of those networks. Availability, quality of coverage, and speed for Wireless Service for off-net usage and international roaming are not

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guaranteed and may be changed without notice. AT&T may also reduce speeds (to 2G or other speeds) or suspend wireless Data Service for off-net and international roaming at any time without notice and without regard to the amount of data you have consumed during the billing period.

### 2.7.1 Limits on Use of Other Wireless Carrier Networks in the U.S.:

In most cases you are not charged separately for domestic off-net usage. Please check your rate plan terms to determine whether any extra charges apply for domestic roaming. However, if your rate plan provides for off-net usage, you still must use your Device predominantly within the AT&T owned and operated wireless network. Thus, if we provide you with off-net usage, we may suspend, limit or cancel your continued use of other carriers' networks if you exceed the following off-net thresholds:

- **Voice** - If you use more than 750 minutes during any month.
- **Data** - If you use more than 100 megabytes of data during any month.
- **Messaging** - If you use more than 3,000 messages during any month.

We will provide you with notice if we take action because you exceed any of these thresholds.

For current information about our coverage, please visit [att.com/coverageviewer](https://att.com/coverageviewer). Please be aware that your Device may connect to another wireless carrier's network even when you are located within the AT&T owned and operated network coverage area.

### 2.7.2 Use of Wireless Service while Outside the U.S.:

Your rate plan may include the capability to send and receive calls and text messages and use data for international roaming. Certain eligibility restrictions may apply to international roaming, which may be based on Wireless Service tenure, payment history and/or credit. We may in our sole discretion block or remove your ability to use international roaming until our eligibility criteria is met.

International roaming rates apply to any calls made or received, messages sent, and data used while outside the U.S. International roaming rates are subject to change without notice and vary by country. **If you do not subscribe to an international roaming package or plan, you will be charged pay-per-use rates that may be substantially higher on a per unit basis than international package rates.** Coverage within other countries and territories may vary depending on your Device type, plan and package and may be changed by us at any time without notice. For rates, coverage, countries and details, see [att.com/internationalforbiz](https://att.com/internationalforbiz); for pay-per-use rates that apply without a package or plan, see [att.com/intlppurates](https://att.com/intlppurates).

We may send courtesy "alert" messages when your Device connects to a wireless network in another country to notify you of international roaming data use. There is no guarantee you will receive these alerts and they are not a guarantee of a particular bill limit.

You may be charged international roaming voice airtime usage rates when incoming calls are routed to voicemail, even if no message is left, for both the incoming call and the call forward to voicemail. You may also incur those roaming charges for unanswered calls if your Device is powered off if you previously had turned it on and allowed it to register on a foreign carrier's network; there may be a lag time between when you power off your Device and when you are no longer registered on the foreign carrier's network. You will be charged for all data usage, including without limitation your use of messaging apps, visual

voicemail and access to cloud-based services. You may also be charged taxes on international roaming rates. Billing for international roaming usage may be delayed up to three billing cycles due to the time it takes for wireless carriers to report international roaming usage.

**Please note that substantial charges may be incurred if your Device is taken out of the U.S. even if international roaming is not intentionally used.** Many Devices have preloaded and downloaded apps that transmit and receive data without user intervention and can generate unexpected charges when your Device is powered on outside the U.S. **If you want to block international roaming services, please call 314.925.6925 (at no charge from your AT&T wireless phone).**

## **2.8     How Do I Use Wireless Service for Calls and Messages to International Phone Numbers?**

International long distance includes calls or messages made from the U.S. to any other country. **Unless you subscribe to a package or rate plan that includes international long distance, you will be charged pay-per-use rates for calls or messages initiated from the U.S. to any other country.** International long distance calling rates are charged on a per-minute basis and are subject to change without notice. **Unless a foreign country is included as a calling destination within your rate plan's coverage area, international long distance rates are charged for each call in addition to usage of your rate plan voice airtime minutes.** Calling or messaging to some countries may not be available. Calls to international wireless numbers may cost more than calls to wireline numbers. If a call is placed to an international wireline number and the call is forwarded to a wireless number, you will be charged for a call terminated to a wireless number. Additional charges apply to numbers for premium rated services. For rates and details, visit [att.com/intlcalling](http://att.com/intlcalling).

## **3.0 WHAT VOICE SERVICES DOES AT&T OFFER?**

### **3.1     What Are The General Terms That Apply To All AT&T Voice Rate Plans?**

You may obtain usage information by calling customer service or using one of our automated systems. **Pricing/Taxes/No Proration:** Prices do not include taxes, directory assistance, roaming, Universal Service Fees, and other surcharges. Final month's charges are not prorated. **Activation Fees:** Activation Fee may apply for each new line. Roaming charges do not apply when roaming within the Services area of land-based networks of the 50 United States. Additional charges apply to Services used outside the land borders of the U.S.

### **3.2     Voicemail**

Unless you subscribe to an Unlimited Voice Plan or are an upstate New York customer subscribing to Enhanced Voicemail, airtime charges apply to calls to your voicemail service, including calls where the caller does not leave a message, because the call has been completed, calls to listen to, send, reply to, or forward messages, or to perform other activities with your voicemail service, including calls forwarded from other phones to your voicemail service. You are solely responsible for establishing and maintaining security passwords to protect against unauthorized use of your voicemail service. For information as to the number of voicemail messages you can store, when voicemail messages will be deleted, and other voicemail features, see [att.com/wirelessvoicemail](http://att.com/wirelessvoicemail). We reserve the right to change the number of voicemails you can store, the length you can store voicemail messages, when we delete voicemail

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messages, and other voicemail features without notice. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request. See [att.com/global](https://att.com/global) for information about using voicemail internationally.

### **3.3      Voicemail-To-Text (VMTT)**

AT&T is not responsible, nor liable for: 1) errors in the conversion of or its inability to transcribe voicemail messages to text/email; 2) lost or misdirected messages; or, 3) content that is unlawful, harmful, threatening, abusive, obscene, tortious, or otherwise objectionable.

We do not filter, edit or control voice, text, or email messages, or guarantee the security of messages. We can interrupt, restrict or terminate VMTT without notice, if your use of VMTT adversely impacts AT&T's network, for example that could occur from abnormal calling patterns or an unusually large number of repeated calls and messages; or if your use is otherwise abusive, fraudulent, or does not comply with the law.

You are solely responsible for and will comply with all applicable laws as to the content of any text messages or emails you receive from VMTT that you forward or include in a reply to any other person. You authorize AT&T or a third party working on AT&T's behalf to listen to, and transcribe all or part of a voicemail message and to convert such voicemail message into text/email, and to use voicemail messages and transcriptions to enhance, train and improve AT&T's speech recognition and transcription services, software and equipment.

Charges for VMTT include the conversion of the voicemail message and the text message sent to your Device. Additional charges, however, may apply to receiving email on your Device from VMTT, as well as, replying to or forwarding VMTT messages via SMS (text) or email, depending on your plan.

SMS (text messaging) blocking is incompatible with VMTT. (If you do not have a texting plan on your handset, we add a texting pay per use feature when you add VMTT with text delivery.) If you are traveling outside the U.S. coverage area, you will incur international data charges for emails received from VMTT, as well as, charges for emails you respond to or forward from VMTT, unless you have an international data plan and the usage falls within the plan's usage limits.

Transcription times cannot be guaranteed. Customers purchasing email delivery are responsible for providing a correct email address and updating the email address when changes to the email account are made.

If you choose SMS (text) delivery, VMTT only converts the first 480 characters of a voicemail message into text and you will receive up to three text messages of a transcribed message. The transcription, therefore, may not include the entire voicemail message with SMS delivery. Adding VMTT will create a new voicemail box and all messages and greetings will be deleted from your current voicemail box.

### **3.4      Caller ID**

Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. Contact customer service for

information on blocking the display of your name and number. Caller ID blocking is not available when using Data Services, and your wireless number is transmitted to Internet sites you visit. If applicable to your plan and Device, an in-coming call identification feature may apply that will notify you of in-coming calls and that may apply generic labels such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

### **3.5 VoiceDial Services**

Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with VoiceDial Services. Caller ID cannot be blocked. Caller ID will be delivered on calls, even if you have permanently blocked your name and number. For complete terms and conditions, see [att.com/voicedial](http://att.com/voicedial).

### **3.6 AT&T Messaging Unlimited with Mobile to Any Mobile Calling Feature**

Available only with select Business Nation and BusinessTalk plans and can be discontinued at anytime. Messaging Unlimited Plan required. Mobile to Any Mobile minutes only apply when you directly dial another U.S. mobile number or directly receive a call from another U.S. mobile phone number from within your calling area in the U.S. Calls made through Voice Connect, calls to directory assistance, and calls to voicemail and return calls from voicemail are not included. Only numbers included in the wireless number database that AT&T uses will be treated as a call to a mobile number or a call received from a mobile number. So for example, Type 1 numbers belonging to other carriers and not included in the industry wireless LNP database, and numbers for which ports to wireless service have not yet completed, will not be treated as a call to a mobile number or a call received from a mobile number. Also calls made to and calls received from mobile toll-free numbers, mobile chat lines, mobile directory assistance, calling applications, numbers for call routing and call forwarding services, and machine to machine numbers are not included.

## **4.0 WHAT DATA AND MESSAGING SERVICES DOES AT&T OFFER?**

### **4.1 What Are the General Terms That Apply to All Data and Messaging Plans?**

AT&T provides wireless data and messaging Services, including but not limited to, features that may be used with Data Services and wireless content and applications (**Data Services**). The absolute capacity of the wireless data network is limited; consequently Data Services may only be used for permitted activities. Pricing and data allowances for Data Services are device dependent and based on the capabilities and capacity of each Device.

For Data Services with a monthly megabyte (**MB**) or gigabyte (**GB**) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.

AT&T data plans are designed for use with only one of the following distinct Device types: (1) smartphones, (2) basic and Quick Messaging phones, (3) tablets, (4) LaptopConnect cards, (5) stand-alone mobile hotspot devices, (6) wearables, and (7) other permitted devices. A data plan designated for one type of device may not be used with another type of device. For example, a data plan designated for use with a basic phone or a smartphone may not be used with a LaptopConnect card, tablet, or stand-alone mobile hotspot device, by tethering devices together, by SIM card transfer, or any other means. A data

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tethering plan, however, may be purchased for an additional fee to enable tethering on a compatible device. An Activation Fee may apply for each data line. Consumer data plans do not allow access to corporate email, company intranet sites, and other business applications. Access to corporate email, company intranet sites, and/or other business applications requires an applicable data plan for business and/or government customers.

#### **4.2 What Are The Intended Uses Of AT&T's Wireless Data Service?**

AT&T's wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and (e) using applications and content without excessively contributing to network congestion. You agree to use AT&T's wireless data services only for these permitted activities. For more information on prohibited uses, see subsection 2.5 above.

#### **4.3 How Does AT&T Calculate My Data Usage/Billing?**

DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL-TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO OUR NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU WANT TO ACCESS IT. IN ADDITION, ANY ADVERTISEMENTS OR ADVERTISER-RELATED MESSAGES OR DATA DELIVERED TO YOUR DEVICE, EVEN IF DELIVERED TO AN APPLICATION, AS WELL AS ANY MESSAGES OR CONTENT THAT INITIATE IN RESPONSE TO AN ADVERTISEMENT, WILL COUNT TOWARD YOUR DATA USAGE. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT. A DATA SESSION INITIATED ON THE AT&T NETWORK WILL CONTINUE ITS CONNECTION OVER THE AT&T NETWORK UNTIL THE DATA TRANSMISSION IS CONCLUDED, EVEN WHEN YOU CONNECT TO A WI-FI NETWORK DURING THE TRANSMISSION.

Unless designated for International or Canada use, prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories, excluding areas within the Gulf of Mexico.

Usage on networks not owned by AT&T is limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. Compatible plan and device may be required to access certain technologies.

Data Service charges paid in advance for monthly or annual Data Services are nonrefundable. Some Data Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, roaming, or other surcharges.

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In order to assess your usage during an applicable billing period, you may obtain approximate usage information by calling customer service or using one of our automated systems.

#### **4.4     Messaging Services General Provisions**

Plans with messaging include messaging only for apps that use AT&T's Short Messaging Service (**SMS**), Multimedia Messaging Service (**MMS**), and Advanced Messaging (**RCS**) from AT&T. Apps that use other messaging protocols (i.e., over-the-top and third-party messaging app) may incur data charges. Messages sent from or received on tablets, laptops, smart watches, or other connected devices are treated as data usage, not messages.

If you do not enroll in a monthly recurring plan for messaging or data, you may have access to messaging or data services and be charged on a pay-per-use basis if you use those services. AT&T does not guarantee delivery of messages. Text, Picture, and Video messages, including downloaded content, not delivered within 72 hours will be deleted and will no longer be available. AT&T reserves the right to change this delivery period as needed without notification. You may receive unsolicited messages from third parties as a result of visiting Internet sites.

Advanced Messaging will not work if messaging or data has been blocked on your line. For more information on Advanced Messaging, visit [att.com/advancedmessaging](http://att.com/advancedmessaging).

Picture/Video Messaging, data plan, and Text Messaging may need to be provisioned on an account in order to use Picture/Video Messaging. Some elements of Picture/Video messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Text message notifications may be sent to non-Picture/Video Messaging subscribers if they subscribe to Text Messaging.

#### **4.5     Additional Provisions for Messaging Plans Other than Unlimited Messaging**

Plans that do not provide for unlimited messaging are subject to the provisions of this Section 4.6. SMS and MMS messages are rated at 160 characters per message. Messages larger than 160 characters will be rated as an additional message. You are charged for each part of messages that are delivered to you in multiple parts. Premium text and picture/video messages are charged at their stated rates. Standard rates apply to all incoming messages when in the U.S. Different, non-standard per message charges apply to international messages sent from the U.S. Text, Picture, and Video messages are charged when sent or received, whether read or unread, solicited or unsolicited. With Advanced Messaging (RCS) from AT&T, your wireless rate plan's SMS & MMS rates apply. Each text/file attachment counts and is charged as a separate SMS/MMS. AT&T reserves the right to change the Picture/Video message size limit at any time without notification. Picture/Video Messaging pricing is for domestic messages only. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received.

#### **4.6     AT&T Wi-Fi Services & Wi-Fi Calling**

**AT&T Wi-Fi service use with a Wi-Fi capable wireless device is subject to the Terms of Services &**

Acceptable Use Policy ("Terms") found at [att.com/attwifitosaup](http://att.com/attwifitosaup). Your use represents your agreement to those Terms, incorporated herein by reference.

AT&T Wi-Fi Basic service is available at no additional charge to wireless customers with select Wi-Fi capable devices and a qualified data rate plan. Other restrictions may apply.

**Important Information about Wi-Fi Calling:**

- **TTY Devices are not compatible with Wi-Fi Calling.** Wi-Fi Calling lets you make calls and send text messages over Wi-Fi when cellular coverage is limited or unavailable. Your device must be set to AT&T HD voice and have Internet access. Loss of your Internet connection during voice Wi-Fi Calling will disconnect your call, including 911 calls. In the U.S. or internationally, you can use Wi-Fi Calling to call numbers in the U.S. at no additional charge (excluding 411 calls and other premium numbers). International long distance rates/plans apply when calling international numbers from within the U.S. International roaming rates apply when calling international numbers while traveling outside the U.S. Certain countries restrict Wi-Fi calling. No Wi-Fi Calling to 211, 311, 511, and 811. See [att.com/wificalling](http://att.com/wificalling) for more info.
- **911 Calling with TTY & Real-Time Text.** Due to technical limitations, **Wi-Fi Calling cannot be used with TTY devices and will not support TTY 911 calls.** Persons with communications disabilities can use Real Time Text ([att.com/RTT](http://att.com/RTT)) as an alternative to TTY. 911 services can be reached by either (1) calling 911 using Real Time Text (2) calling 911 directly using a TTY device over the cellular network or from a landline telephone, or (3) sending a text message to 911 directly, or (4) using relay services to place a TTY or captioned telephone services (CTS) call from a wireless phone or from a landline telephone, or (5) using relay services to place a IP Relay or IP CTS call over a cellular or IP network.
- **911 Call Routing.** 911 calls using Wi-Fi Calling will first attempt to route to the appropriate emergency response center using automatic location information from your device. If such information is unavailable, the Emergency Address (No P.O. Boxes) entered in your Wi-Fi Calling settings will be used for routing. To set up Wi-Fi Calling you will need to enter a US address. You can change your Emergency Address at any time by selecting "Update Emergency Address" in your Wi-Fi Calling menu. To ensure proper routing of 911 calls update your Emergency Address as needed. 911 service may be delayed or unavailable if automatic location information is unavailable or if using Wi-Fi Calling from a location different from the Emergency Address you entered.
- **You acknowledge that you received and understand the foregoing information about 911 calls using Wi-Fi Calling, and you further agree that if you dial 911 on a device using Wi-Fi Calling, AT&T may treat the automatic location information transmitted by your device as your temporarily updated Wi-Fi Calling Emergency Address.**

**5.0 ARE THERE ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO OTHER PLANS, FEATURES, PROMOTIONS, APPLICATIONS AND OFFERS AVAILABLE TO ENTERPRISE CUSTOMERS?**

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times. In addition, terms and conditions for certain other Plans, features, promotions, Supplemental

Services, Optional Programs and other offers are contained in the Sales Information for such Plans, features, promotions, Supplemental Services, Optional Programs and offers and are available to you at the time of purchase.

## **6.0 WHAT IS AT&T ROADSIDE ASSISTANCE, OPTIONAL AT&T MOBILE INSURANCE, AT&T MOBILE PROTECTION PACK & AT&T MULTI-DEVICE PROTECTION PACK?**

### **6.1 AT&T Roadside Assistance**

AT&T Roadside Assistance (RA) is an optional feature that may be purchased separately and automatically billed to the wireless account. RA service is provided by American Traveler Motor Club, Inc., a licensed motor club. For complete RA Terms and Conditions, refer to the RA Welcome Kit or go to [att.com/roadside](https://att.com/roadside).

### **6.2 Optional AT&T Mobile Insurance, AT&T Protect Advantage for 1, and AT&T Protect Advantage for 4**

If eligible, you have 30 days from activation or upgrade to enroll in optional AT&T Protect Advantage for 1 or AT&T Protect Advantage for 4. For details visit [att.com/protectadvantage](https://att.com/protectadvantage). AT&T Mobile Insurance and the insurance component of AT&T Protect Advantage for 1 and AT&T Protect Advantage for 4 are underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC (in California, Asurion Protection Services Insurance Agency, LLC, CA (Lic. #OD63161), in Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.), licensed agent of CNA. Protect Extended Service Contract for 1 and 4 are provided by Asurion Warranty Protection Services, LLC, or one of its affiliates.

AT&T may change the insurer, service contract obligor and/or administrator for the AT&T device protection program at any time with advance notice. You will have the right to opt out by cancelling your enrollment in the program. However, if you continue to pay the charges for the program after we inform you of such a change, you will be presumed to have consented to be enrolled under the new insurer's group insurance policy and service contract, although you have the right to cancel at any time.

## **7.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?**

### **7.1 Intellectual Property**

You must respect the intellectual property rights of AT&T, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by AT&T or accessed through the AT&T's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

### **7.2 Trial Services**

Trial Services are subject to the terms and conditions of the Agreement and the corresponding trial agreement between you and AT&T, if any; may have limited availability; and may be withdrawn at any time.

### **7.3 NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service)**

AT&T has chosen to offer, at no additional charge, wireless emergency alerts, including enhanced geo-targeting (where selected by the alert originator and supported by the handset), within portions of its service area, as defined by the terms and conditions of your Agreement, on wireless emergency alert capable Devices.

Wireless emergency alerts, including enhanced geo-targeting (where selected by the alert originator and supported by the handset), may not be available on all Devices or in the entire service area, or if a subscriber is outside of the AT&T service area. In areas in which the emergency alerts are transmitted, such alerts may not be received even though a Device is capable of receiving them. For details on the availability of this service and wireless emergency alert capable devices, including the availability and benefits of enhanced geo-targeting (where selected by the alert originator and supported by the handset), please ask a sales representative, or go to [att.com/support/article/wireless/KM1009041/](http://att.com/support/article/wireless/KM1009041/). This notice is required by FCC Rule 47 C.F.R. § 10.240 (Commercial Mobile Alert Service).

In transmitting emergency alerts pursuant to federal law, AT&T, including its officers, directors, employees, vendors, assignees, successors and agents, shall not be liable to any subscriber to, or user of, AT&T's Service or Equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.