Session Based Wireless Data Services Agreement

INDEX

1.0 SESSION BASED DATA SERVICES

1.1 What are the General Terms that Apply to Session-Based Data Services?
1.2 AT&T 3G Data Plan for iPad™
1.3 DataConnect Pass for non-iPad Devices
1.4 How Can I Use the Wireless Data Network?

2.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT

2.1 What Is The Term Of My Agreement?
2.2 When can AT&T Terminate this Agreement?
2.3 Can AT&T Change My Terms And Rates?
2.4 What Charges Am I Responsible for?
2.5 How do I pay for my Data Services?
2.6 How does AT&T Calculate Data Usage?
2.7 Who Can Make Changes to My Data Services and for What Purpose?

3.0 HOW DO I RESOLVE DISPUTES WITH AT&T?

3.1 Dispute Resolution By Binding Arbitration
3.2 Arbitration Agreement

4.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

4.1 My Device
4.2 Where and How Do AT&T Data Services Work?
4.3 What Information, Content, And Applications Are Provided By Third Parties?
4.4 Am I Responsible If Someone Makes A Purchase With My Device?
4.5 Can I Use Location-Based Services With My Device?
4.6 What If My Device Is Lost Or Stolen?

5.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

5.1 What Are The Limitations On Data Services And Liability?
5.2 How Can I Use My AT&T Data Services?
5.3 Who Is Responsible For Security?
5.4 How Can I Use the Software?
5.5 When Roaming, is use of other carrier’s networks dependent upon the Roaming Carrier’s support?
6.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY DATA SERVICES?

6.1 AT&T Wi-Fi Services
6.2 Intellectual Property
6.3 Severability
6.4 Assignment
6.5 Governing Law
6.6 English Language

7.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?

7.1 California: What If There Are Unauthorized Charges To My Device?
7.2 Connecticut: Questions About Your Service
"AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record.

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

This Agreement, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites or devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. Each time you pay for this service, you confirm your acceptance of this Agreement. You must be over the age of 18 to purchase a Plan.

1.0 SESSION BASED DATA SERVICES

1.1 What Are The General Terms That Apply To Session-Based Data Services?
Session-based data services ("Plan" or "Plans") provide you with access to AT&T’s wireless data services, including but not limited to, features that may be used with wireless data services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited. Accordingly, Data Services are only provided for prescribed purposes. AT&T RESERVES THE RIGHT TO TERMINATE YOUR PLAN AND DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT.

1.2 AT&T 3G Data Plan for iPad™ ("iPad Plans" or "iPad Plan" also "Plan" or "Plans") can only be used on AT&T’s wireless network and with select roaming carriers, domestic and/or international, depending on the iPad Plan selected. iPad Plans require an iPad capable of working on AT&T’s wireless network and a new, special AT&T SIM card. iPad Plans support data usage only, and do not support SMS, MMS, or voice calls. Actual speed and coverage may vary. iPad Plans have a term of 30 days commencing upon purchase of the Plan (or in the case of the International iPad Plan, commencing on the date you requested.) The term expires 30 days after the date and time of purchase, except where your iPad Plan contains a specific allotment of megabytes (MBs) or Gigabytes (GBs) and you use all your allotted MBs or GBs before day 30 expires, in which case the term expires when you have used the entire allotment of MBs or GBs purchased. If you do not use all of your allotment of data usage within the 30 day period, it will expire and will not carry over. You acknowledge that when your allotment of data usage expires, any downloads of products or services will cease and AT&T is not responsible for any fees you must pay to download the product or service again. AT&T may send alerts to your iPad and/or email to notify you of any data usage and/or days remaining on your 30 day iPad Plan. These are courtesy alerts. There is no guarantee you will receive such alerts and, by the time you receive them, your actual data usage and/or the days remaining on your 30 day iPad Plan may already have expired, or be different than what is described in the alert. All sales are final and discounts are not available for these iPad Plans. Payments are non-refundable. iPad Plans can be ordered, changed, or canceled by going to Settings > Cellular Data on your iPad and selecting from available options. When the functionality becomes available, you will also be able to order, change, or cancel iPad Plans online at www.att.com/iPad. There is no separate charge to change an iPad Plan or to cancel. Customers are responsible for provisioning and managing their iPad Plans. iPad Plans can only be billed to a major
credit or debit card. iPad Plans are only for the iPad. AT&T reserves the right to change these terms and iPad Plans, and to suspend your account if devices other than an iPad are used with iPad Plans or if an iPad is used with any plan other than an iPad Plan. iPad Plans include access to AT&T’s Wi-Fi hotspots. Availability and quality of coverage, and access to Data Services while roaming are not guaranteed.

**Domestic iPad Plans** - Domestic iPad Plans may be purchased with unlimited data usage up until June 6, 2010, or with a data usage allotment measured in MBs or GBs, for a 30 day period utilizing a credit or debit card. The 30 day period begins to expire immediately upon purchase, whether or not you are using the service. If you purchase a Domestic iPad Plan with a data usage allotment and you use all of your allotment prior to the expiration of the 30 day period, your access to our Data Services will cease for the remainder of the 30 day period. If you want to continue using our Data Services during the remaining 30 day period, you will need to purchase an additional iPad Plan by going to Settings > Cellular Data on your iPad and selecting from available options. If you purchase an additional iPad Plan, the 30 day period, including the 30 day automatic renewal period, will change to the date and time you purchase the additional iPad Plan. Domestic iPad Plans include the U.S., Puerto Rico, and the US Virgin Islands.

DOMESTIC IPAD PLANS WILL AUTOMATICALLY RENEW EVERY 30 DAYS, AND YOU AUTHORIZE US TO CHARGE YOUR CREDIT OR DEBIT CARD FOR YOUR INITIAL AND ANY SUBSEQUENT iPad PLAN, UNLESS YOU CANCEL THE AUTOMATIC RENEWAL OF YOUR SERVICE. TO CANCEL AUTOMATIC RENEWAL, GO TO SETTINGS > CELLULAR DATA ON YOUR IPAD AND SELECT CANCEL PRIOR TO YOUR NEXT SCHEDULED PAYMENT TO AVOID BEING CHARGED. IN ORDER TO PROCESS YOUR AUTOMATIC RENEWAL IN A TIMELY FASHION AND ENSURE YOUR CONTINUED USE OF THE SERVICE, AT&T WILL CHARGE YOUR CREDIT CARD OR DEBIT CARD FOR THE AUTOMATIC RENEWAL APPROXIMATELY TWO HOURS BEFORE YOUR NEW iPad PLAN 30 DAY PERIOD AUTOMATIC RENEWAL IS SET TO BEGIN. SHOULD YOU CANCEL AUTOMATIC RENEWAL AFTER WE HAVE CHARGED YOUR CARD BUT BEFORE THE AUTOMATIC RENEWAL PERIOD IS SET TO BEGIN (E.G. WE CHARGED YOUR CREDIT CARD FOR THE RENEWAL AT 7 AM ET FOR A 9 AM ET AUTO RENEWAL AND YOU NOTIFIED US TO CANCEL THE AUTOMATIC RENEWAL AT 8 AM ET), PLEASE CONTACT AT&T CUSTOMER SERVICE TO PROCESS A CREDIT FOR THE AUTOMATIC RENEWAL.

**International iPad Plans** - International iPad Plans may be purchased with a data usage allotment measured in MBs for a 30 day period utilizing a credit or debit card. International iPad Plans must be purchased before traveling outside the U.S. You must be currently subscribed to a Domestic iPad Plan at the time of purchase. If the Domestic iPad Plan expires prior to the completion of the International iPad Plan, all usage, domestic and international, will be deducted from the International iPad Plan until such time as that iPad Plan expires or another Domestic iPad Plan becomes active (i.e. if you cancel your Domestic iPad Plan after ordering an International iPad Plan, U.S. domestic data usage will be counted against your International iPad Plan, until you order another Domestic iPad Plan). Customers can select the date on which the International iPad Plans starts, up to one year after purchase. All future-dated International iPad Plans become active at midnight Eastern Time of the date selected, otherwise the iPad Plan starts immediately upon purchase. Once your 30 day period expires or you use all of your
allotment of data usage prior to the expiration of the 30 day period, whichever occurs first, your access to our Data Services will cease. If you want to continue using our Data Services, you will need to purchase an additional iPad Plan by going to Settings > Cellular Data on your iPad and selecting from available options. If you are traveling internationally, as long as you have data remaining on your international iPad Plan you can make such a purchase. International iPad Plans do not automatically renew.

1.3 DataConnect Pass for Non-iPad Devices ("Non-iPad Plan" or "Non-iPad Plans" also "Plan" or "Plans") can only be used on AT&T’s wireless network and cannot be used on another carrier’s network, either domestic or international. Non-iPad Plans require a non-iPad Device with aircard/data connect card capable of working on AT&T’s wireless network; internet access to sign-up; and a new SIM card. Non-iPad Plans support data usage only, and do not support SMS, MMS, or voice calls. Actual speeds and coverage may vary. Time begins to expire immediately upon purchase, whether or not you are using the service. Once your time expires or your allotted MB are used, whichever occurs first, your access to our Data Services will cease. AT&T may send alerts via SMS or email to notify you of usage and/or time remaining. These are courtesy alerts. There is no guarantee you will receive such alerts. These Non-iPad Plans cannot be used with the Apple™ iPad.

1.4 How Can I Use the Wireless Data Network?
Prohibited and Permissible Uses: Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; and (ii) email. While most common uses for Internet browsing and email are permitted by your Data Services, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either AT&T’s wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AT&T’s wireless network or another entity’s network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions, unless they adhere to AT&T’s data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, Plans (unspecified specifically for tethering usage) cannot be used for any applications that tether the Device (through use of, including without limitation, connection kits, other phone/smartphone to computer accessories, BLUETOOTH® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose. Accordingly, AT&T reserves the right to (i) deny, disconnect, modify and/or terminate your Plan and
Data Services, without notice, to anyone it believes is using the Data Services in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to AT&T’s wireless subscribers without their consent. You may not use the Plan or Data Services other than as intended by AT&T and applicable law. Plans and Sim card are for individual, non-commercial use only and are not for resale. AT&T may, but is not required to, monitor your compliance, or the compliance of other subscribers, with AT&T’s terms, conditions, or policies.

2.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT

2.1 What is the Term of my Agreement?
Your Agreement begins on the day your Plan for Data Services are activated and continues until your Plan expires as set forth in paragraph 1.2 for iPads and paragraph 1.3 for Non-iPad Devices.

2.2. When can AT&T Terminate this Agreement?
We may terminate this Agreement at any time without notice if we cease to provide Data Services in your area or the areas covered by your Plan. We may interrupt or terminate your Plan and Data Services without notice:

1) For any conduct that we believe violates this Agreement,
2) If you behave in an abusive, derogatory, or similarly unreasonable manner,
3) If we discover that you are underage,
4) If we have reasonable cause to believe that your use of your Plan or our Data Services is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect our network, our Data Services or the network of any other provider, (ii) interferes with the use or enjoyment of Data Services received by others, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk, or a violation of privacy,
5) If your credit card, debit card, or PIN Card (if that option is offered at a later date) is declined for payment.

2.3 Can AT&T Change My Terms And Rates?
We may change any terms, conditions, rates, fees, expenses, or charges regarding your Plan, our Data Services, and this Agreement at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges) in an email message. You agree to provide us your email address and to notify us if you make any changes to your email address, so we can notify you of such changes. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government’s or our calculations.

2.4 What Charges Am I Responsible For?
You are responsible for paying all charges for or resulting from your Plan and Data Services provided under this Agreement. Charges include, without limitation, the fee for your Plan, administrative fees, regulatory cost recovery and other surcharges; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T.
To determine your primary place of use ("PPU") and which jurisdiction’s taxes and assessments to collect, you’re required to provide us with your residential or business street address. If you don’t provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you.

2.5 How do I pay for my Data Services?
You agree to pay in advance for your Data Services by credit card or debit card. Only select credit cards and debit cards are accepted. Cash is not accepted. In the future, if we decide to offer the option, you may pay for DataConnect Pass for non-iPad devices with select PIN cards. DataConnect Pass for non-iPad Devices and International iPad Plans do not automatically renew and must be ordered separately each time. Domestic iPad Plans automatically renew and payments in the amount of the Domestic iPad Plan selected, plus applicable taxes, fees and surcharges, will automatically be made each month from your designated credit card or debit card, based on the day your Plan is activated. You AUTHORIZE RECURRING PAYMENT FOR YOUR DOMESTIC IPAD PLAN BY CREDIT CARD OR DEBIT CARD; THIS AUTHORIZES US TO CHARGE ALL AMOUNTS YOU OWE US TO THE CREDIT OR DEBIT CARD AND TO DEMAND IMMEDIATE PAYMENT FROM THE CARD ISSUER. Unless required by law, we will not have to give any additional notice to you or obtain additional consent from you before billing that Credit/Debit Card for your Plan each month. You must promptly notify us of any change in your billing address or the Credit/Debit/PIN Card you want to use for payment.

If we have attempted to charge your credit/debit/PIN card for a charge that we deem is authorized and valid under this Agreement, and the credit/debit/PIN card company withholds such payment because the charge has been disputed (a "Chargeback"), we reserve the right to suspend your access to our Data Services until the Chargeback is reversed. If your Plan is reactivated, you may be charged a fee for each Chargeback. If you have multiple Chargebacks or we suspect or confirm any fraudulent activity in connection with your payments, we may, without limiting any other rights available to us, immediately and without prior notice suspend and/or terminate your Plan and your Data Services. You will not receive a monthly invoice or activity record for your use of the Data Services.

Fees will be billed as specified in your rate Plan. Except as provided below, service and certain other charges are billed in advance and there is no proration of such charges if service is terminated. You agree to pay for all Data Services used with your Device and SIM card.

2.6 How does AT&T Calculate Data Usage?
DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. THE FULL Kbs CALCULATED FOR EACH DATA SESSION AS WELL AS THE KBS YOU ARE USING ARE TOTALED DURING THE BILLING PERIOD UNTIL YOU REACH YOUR ALLOTTED MBs OR GBs, AT WHICH POINT YOUR ACCESS TO DATA SERVICES WILL CEASE. DATA SENT AND RECEIVED INCLUDES, BUT IS NOT LIMITED TO DOWNLOADS, EMAIL, OVERHEAD AND SOFTWARE UPDATE CHECKS. DOMESTIC PLAN PRICES AND INCLUDED USE APPLY TO ACCESS AND USE ON AT&T’S WIRELESS NETWORK AND FOR DOMESTIC IPAD PLANS AT&T’S AFFILIATED ROAMING CARRIERS’ WIRELESS NETWORKS WITHIN THE UNITED STATES AND ITS TERRITORIES (PUERTO RICO AND THE U.S. VIRGIN ISLANDS), EXCLUDING AREAS WITHIN THE GULF OF MEXICO. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAN INCREASE MEASURED KILOBYTES. PRICES DO NOT INCLUDE TAXES, DIRECTORY
ASSISTANCE, ROAMING, UNIVERSAL SERVICES FEES OR OTHER EXACTIONS AND ARE SUBJECT TO CHANGE. NETWORK ACCESS REQUIRES A COMPATIBLE, ELIGIBLE 3G DEVICE.

2.7 Who can make changes to My Data Services and for What Purpose?
You authorize us to provide information about and to make changes to your Data Services including adding a new Plan, upon the direction of any person able to provide information we deem sufficient to identify you. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information.

3.0 HOW DO I RESOLVE DISPUTES WITH AT&T?

3.1 Dispute Resolution by Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary:
Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed $75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

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

3.2 Arbitration Agreement
(1) AT&T and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
   • claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
   • claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
   • claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
   • claims that may arise after the termination of this Agreement.
References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at [att.com/arbitration-forms](http://att.com/arbitration-forms).

(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than $75,000. (The filing fee currently is $125 for claims under $10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [http://att.com/arbitration-information](http://att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for $10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than $75,000 in damages, the payment of these fees will be governed by the AAA rules.
(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the amount of the award or $10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

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

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

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

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Term of Service, 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.

4.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

4.1 My Device
"Device" means an iPad, any laptop, netbook, or any other wireless equipment with an aircard/data connect card or special SIM card that is compatible with AT&T's Data Services. Your Device must be compatible with, and not interfere with our Data Services and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for
roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually.

Devices purchased for use on AT&T's system are designed for use exclusively on AT&T's Data Services. You agree that you won’t make any modifications to the Devices or programming to enable the Device to operate on any other data services.

AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Devices on other systems. 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.

4.2 Where and How Do AT&T Data Services Work?
AT&T does not guarantee the availability of its wireless network(s). Data Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Data Services (including without limitation, eligibility requirements, Plans, pricing, features and/or service areas) are subject to change without notice.

When outside your coverage area, access will be limited to information and applications previously downloaded to or resident on your Device. Coverage areas vary. AT&T Data Services are only available in select markets. See coverage map online. AT&T download speeds are only available on the AT&T network.

Actual download speeds depend upon device characteristics, network capacity, 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.

4.3 What Information, Content, And Applications Are Provided By Third Parties?
You understand that you can use your Device with AT&T Data Services to purchase goods, content, and services from AT&T or other companies (“Purchases”). You understand that you are responsible for all authorized charges associated with such Purchases.

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 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, downloads or other content acquired through the Data Services.

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.

4.4 Am I Responsible If Someone Makes a Purchase with My Device?
Except as otherwise provided in this Agreement, if your Device is used by others to make purchases using AT&T’s Data Services, you are responsible for all such purchases. You’re giving those other users your authority to:

1) Make purchases from your Device using AT&T’s Data Services.
2) Give consent required for those purchases, including the consent to use that user’s location information to deliver customized information to that user’s Device; or
3) Make any representation required for those purchases, including a representation of the user’s age, if requested.

4.5 Can I Use Location-Based Services with My Device?
Your Device may be location-enabled meaning that the Device is capable of using optional purchases at your request or the request of a user of your Plan, offered by AT&T or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected.

We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users that the Device they are using may be location-enabled.

4.6 What If My Device Is Lost Or Stolen?
If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. (California Customers see section "What Terms Apply Only To Specific States?" below.) Once you report to us that the Device is lost or stolen you will not be responsible for subsequent monthly recurring Plan charges incurred by that Device.

You can report your Device as lost or stolen and suspend service without a charge by calling us or contacting us at www.wireless.att.com. If there are Plan charges on your credit or debit card made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your Plan
and Data Services are suspended you will remain responsible for complying with all other obligations under this Agreement. We both have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device.

5.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

5.1 What Are The Limitations On Data Services And Liability?
Unless prohibited by law, the following limitations of liability apply. Your Data Services may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain international destinations at our sole discretion.

Additional hardware, software, subscription, 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.

AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services and Data Services are not equivalent to landline 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 our Data Services and may screen and delete information prior to delivery of that information to you. There are gaps in Data Services within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

WE DO NOT GUARANTEE YOU UNINTERRUPTED DATA SERVICES OR COVERAGE. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY PLAN, DATA SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:
(a) Act or omission of a third party;
(b) Mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Plans, Data Services or Software provided by or through us;
(c) Damage or injury caused by the use of the Plans, the Data Services, Software, or Device, including use in a vehicle;
(d) Claims against you by third parties; or
(e) Damage or injury caused by a suspension or termination of the Plan and Data Services or Software by AT&T.

Notwithstanding the foregoing, if your Data Services are interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, one 24 hour day of free Data Services for
each 24 hour period the Data Services are interrupted. Our liability to you for service failures is limited solely to the compensatory service outage credit set forth above.

Unless prohibited by law, AT&T isn’t liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, the Plans, Data Services, or Software provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, the Plans and Data Services provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your Plan and Data Services with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or Software to be rendered obsolete or require modification.

SOME STATES, INCLUDING THE STATE OF KANSAS, DON’T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

5.2 How Can I Use My AT&T DATA Services?
All use of AT&T’s wireless network and the Data Services is governed by AT&T’s Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.

5.3 Who Is Responsible For Security?
AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Data Services sold by AT&T.

5.4 How Can I Use the Software?
The software, interfaces, documentation, data, and content provided for your Data Services 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 your 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 www.att.com/AcceptableUsePolicy.

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, 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 this Agreement.

5.5 When Roaming, is use of another carrier's network dependent upon the Roaming Carrier's support?
Use of Data Services when roaming is dependent upon the roaming carrier's support of applicable network technology and functionality. Check with roaming carriers individually for support and coverage details. Devices can transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. Certain countries and/or carriers within a roaming zone may be unavailable while roaming. Availability, quality of coverage and Data Services while roaming are not guaranteed.

6.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY DATA SERVICES?

6.1 AT&T Wi-Fi Services
AT&T Wi-Fi service is subject to the Terms of Services & Acceptable Use Policy (“Terms”) found at www.att.com/attwifitosaup. Your use represents your agreement to those Terms, incorporated herein by reference. Other restrictions may apply.

6.2 Intellectual Property
You must respect the intellectual property rights of AT&T, 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 AT&T's Data Services. Except for material in the public domain, all material displayed in association with the Data Services 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.

6.3 Severability
If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

6.4 Assignment:
AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent.

6.5 Governing Law:
The law of the state of your address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your 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.
6.6 English Language:
The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

7.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?

7.1 California: What If There Are Unauthorized Charges Billed To My Device?
You are not liable for Plan charges you did not authorize, but the fact that data usage was incurred from your Device is evidence that the Plan charges were authorized. You may submit documents, statements and other information to show any Plan charges were not authorized. Unauthorized Plan charges may include subsequent monthly recurring Plan charges incurred from your Device after it was lost or stolen.

If you notify us of any Plan charges on your credit card/debit/PIN card you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights.

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

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