

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission	)	
vs	)	ICC Docket No. 08-0569
Illinois Bell Telephone Company	)	<b>on Rehearing</b>
	)	
Investigation of specified tariffs declaring	)	
certain services to be competitive	)	
telecommunications services.	)	

**People of the State of Illinois AG Rehearing Exhibit 5**

The People of the State of Illinois, by Attorney General Lisa Madigan, submit this AG Rehearing Exhibit 5 by agreement with Illinois Bell Telephone Company in lieu of an evidentiary hearing.

The highlighted terms indicate the links for the documents that follow the first three pages.

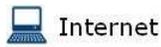
Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS,  
BY LISA MADIGAN, ATTORNEY GENERAL'

By: \_\_\_\_\_  
Susan L. Satter  
Senior Assistant Attorney General  
100 West Randolph Street  
11<sup>th</sup> Floor  
Chicago, Illinois 60601  
(312) 814-1104  
[SSatter@atg.state.il.us](mailto:SSatter@atg.state.il.us)



[En Español](#) | [Other Languages](#) | [Contact Us](#)

[Home](#) > [Internet](#)[Illinois](#) | [Change Location](#)**Residential**[Bundles](#)**Internet**[Home Phone](#)[Wireless](#)[Digital TV](#)**Small Business****Enterprise****Solutions****Customer Support****Corporate****Information**

**Extending the range of broadband to more places than ever.**

**AT&T Broadband via Satellite**

- ▶ High-speed Internet access is now available to more people than ever thanks to AT&T and ground-breaking satellite technology.
- ▶ Call to learn about the speeds available in your area.

**Call 1-866-798-4787 to order.**

**Features and Benefits****Satellite-Delivered**

Your home will have access to a satellite-delivered wireless broadband connection.

**Wide Footprint**

Because your wireless broadband connection is delivered via satellite, it can reach people even in remote locations.

**Instant Connection to the Internet**

No more dial-up delays or tying up your phone line.

**Better Speed**

Now you can email and share pictures of the kids and grandkids with friends and family—faster than ever.

**Great Security**

Spam and anti-virus filtering are included.

**Easy to Switch**

Monthly charges start around \$55 per month. Plus, for \$299, we'll deliver all the equipment you need, offer 24/7 technical support and provide professional installation.

**Other Great Features**

Get several email accounts with lots of room for storage.

**Ready to Order?**

Call **1-866-798-4787** to order or to learn more about what services are available in your area.

See [Terms and Conditions](#) for details.

© 2009 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.  
[Privacy Policy](#) | [YELLOWPAGES.COM](#)

## Terms and Conditions

<a href="#">\$50 Cash Back Offer for Movers</a>	<a href="#">Cable Internet Switch Offer</a>
<a href="#">\$50 Card Back</a>	<a href="#">Call Waiting</a>
<a href="#">ALL DISTANCE® package ONLINE</a>	<a href="#">Caller ID</a>
<a href="#">ALL DISTANCE® package(double play)</a>	<a href="#">Complete Choice® Basic</a>
<a href="#">ALL DISTANCE® package(triple quad play)</a>	<a href="#">Complete Choice® Enhanced</a>
<a href="#">AT&amp;T Broadband via Satellite</a>	<a href="#">Consumer's Choice Plus</a>
<a href="#">AT&amp;T   DIRECTV</a>	<a href="#">New/Move Service Installation Charge Promotion</a>
<a href="#">AT&amp;T Long Distance Plans</a>	<a href="#">Package Upgrades or Downgrades</a>
<a href="#">AT&amp;T Unified Messaging<sup>SM</sup></a>	<a href="#">Three-Way Calling</a>
<a href="#">AT&amp;T High Speed Internet</a>	<a href="#">Wireless from AT&amp;T</a>
<a href="#">ALL DISTANCE® package with U-Verse<sup>SM</sup></a>	<a href="#">AT&amp;T High Speed Internet Online Upgrade or Renewal Offers</a>

**\$50 CASH BACK OFFER FOR MOVERS:** \$50 Cash Back to residential customers who transfer or order AT&T local voice service with a minimum of Caller ID and Call Waiting at a new service location. Coupon redemption required. See coupon for redemption details. Check sent 4-6 weeks after receipt of completed coupon to customers who maintain qualifying services. Limit of one Movers promotional cash back offer per customer account. AT&T not responsible for misdelivery or non-delivery of gift checks due to errors in or subsequent changes to address provided by customers. Other conditions apply. \$50 Cash Back Gift Check can not be used to pay for AT&T services. Offer ends 01/31/2010. Offer may be modified or discontinued at any time without notice. Local Services provided by AT&T local phone service affiliate in state where service provided. Other Services provided by subsidiaries and affiliates of AT&T, Inc. Subsidiaries and affiliates of AT&T, Inc. provide products and services under the AT&T brand.

**\$50 AT&T REWARD CARD FOR AT&T | DIRECTV BUNDLE:** \$50 AT&T Reward Card for combined purchase of DIRECTV® CHOICE XTRATM package or higher with HD Access or DVR Service from AT&T | DIRECTV, and a qualifying high speed Internet plan. Must be new customer to qualifying services. Redemption details provided to customer within 4 weeks of activation of qualifying service. Card sent to customers 4-6 weeks after redemption. Redemption requires customer to retain qualifying service a minimum of 30 days and at time processing of reward is completed. The AT&T Reward Visa® Prepaid Card is not redeemable for cash and may not be used at automated gasoline pumps or for cash withdrawal at any cash dispensing locations. Card may not be used to purchase AT&T products and/or services in certain states. Card expires 90 days after issuance. Visa prepaid cards are issued by MetaBank™ pursuant to a license from Visa U.S.A. See cardholder agreement and card carrier for other terms and conditions. Offer ends 3/20/10.

**\$50 AT&T PROMOTION CARD FOR WIRELESS:** Requires purchase of a select handset from a participating AT&T sales channel 9/20/09 through 3/20/10 with a new 2-year wireless voice rate plan of \$39.99 or higher. Limit one \$50 AT&T Promotion Card per purchase. Must maintain qualifying services for a minimum of 30 consecutive days to receive card. Allow 60 days for fulfillment. Redemption requests must be received by 4/20/10. Card may be used only in the U.S., is valid for 120 days after issuance date, but is not redeemable for cash and cannot be used for cash withdrawal at ATMs or automated gasoline pumps. Other conditions and restrictions may apply.

[Return to Top](#)

**ALL DISTANCE® package ONLINE : Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges, Universal Service Fund and Carrier Cost Recovery (CCRF) fees. CCRF of \$1.99 per month is not a government required fee.** ALL DISTANCE® package ONLINE is only available for online orders placed by residential customers and includes an access line with unlimited local service and 8-12 calling features and unlimited long distance service with the AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 2 plan. For Connecticut customers, package includes access line with unlimited local service, 10 calling features, voice mail services and long distance plan noted above. Privacy Manager® is included in the package for Connecticut customers and may be available upon request elsewhere, and may require an additional charge. The Unlimited Nationwide Calling<sup>SM</sup> Advantage 2 plan is available only in combination with the ALL DISTANCE® package and cannot be used for long distance or local toll access to the Internet or for business purposes such as telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 2 requires subscription to AT&T local service, provisioning of Interstate, Intrastate / InterLATA and Intrastate / IntraLATA service. If this plan is used for unauthorized purposes, the Company may immediately suspend, restrict or cancel the Customer's Service. If long distance provider is removed, your local service package will be Complete Choice® Enhanced. Long distance service provided by AT&T's long distance companies. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Prices may vary based on additional options and class of service. Display equipment is required for Caller ID, Call Waiting ID and Privacy Manager®. Call Waiting ID requires subscription to Caller ID and Call Waiting. With Caller ID and Call Waiting ID, some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. With Call Forwarding, Selective Call Forwarding, Speed Calling 8,

Three-Way Calling, Missed Call Dialing, Call Again and Call Return, local usage, local toll or long distance charges may apply, depending on the location of the called party. In certain California metropolitan areas (ZUM 3), usage charges are incurred for calls that are beyond a customer's local calling area but are not local toll or long distance. Subscription to the AT&T Metro Plan<sup>SM</sup> will ensure unlimited local and long distance calling. The AT&T Metro Plan is available on this offer at no extra charge in California. Availability, rates, terms and conditions are subject to change. All features and services may not be available in all areas or on all calls and may not be available internationally.

[Return to Top](#)

**ALL DISTANCE<sup>®</sup> package: Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges, Universal Service Fund and Carrier Cost Recovery (CCRF) fees. CCRF of \$1.99 per month is not a government required fee.** ALL DISTANCE<sup>®</sup> package includes an access line for unlimited local service with 8-12 calling features and unlimited long distance service with the AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 3 plan. For Connecticut customers, package includes access line with unlimited local service, 10 calling features, voice mail services and long distance plan noted above. Privacy Manager<sup>®</sup> is included in the package for Connecticut customers and may be available upon request elsewhere, and may require an additional charge. The Unlimited Nationwide Calling<sup>SM</sup> Advantage 3 plan is available only in combination with the ALL DISTANCE<sup>®</sup> package and customers must subscribe to one qualifying service from an AT&T qualified affiliate. This long distance plan cannot be used for long distance or local toll access to the Internet, or for business purposes such as telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 3 requires subscription to AT&T local service, provisioning of Interstate, Intrastate / InterLATA and Intrastate / IntraLATA service. If this long distance plan is used for unauthorized purposes, the Company may immediately suspend, restrict or cancel the Customer's Service. If non-long distance qualified affiliate(s) are removed, customers will be moved to ALL DISTANCE<sup>®</sup> package with AT&T Unlimited Nationwide Calling Advantage 1<sup>SM</sup> for \$45 per month. If long distance provider is removed, your local service package will be Complete Choice<sup>®</sup> Enhanced. Long distance service provided by AT&T's long distance companies. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Prices may vary based on additional options and class of service. Display equipment is required for Caller ID, Call Waiting ID and Privacy Manager<sup>®</sup>. Call Waiting ID requires subscription to Caller ID and Call Waiting. With Caller ID and Call Waiting ID, some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. With Call Forwarding, Selective Call Forwarding, Speed Calling 8, Three-Way Calling, Missed Call Dialing, Call Again and Call Return, local usage, local toll or long distance charges may apply, depending on the location of the called party. In certain California metropolitan areas (ZUM 3), usage charges are incurred for calls that are beyond a customer's local calling area but are not local toll or long distance. Subscription to the AT&T Metro Plan<sup>SM</sup> will ensure unlimited local and long distance calling. The AT&T Metro Plan is available on this offer at no extra charge in California. Availability, rates, terms and conditions are subject to change. All features and services may not be available in all areas or on all calls and may not be available internationally.

[Return to Top](#)

**ALL DISTANCE<sup>®</sup> package: Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges, Universal Service Fund and Carrier Cost Recovery (CCRF) fees. CCRF of \$1.99 per month is not a government required fee.** ALL DISTANCE<sup>®</sup> package includes an access line for unlimited local service with 8-12 calling features and unlimited long distance service with the AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 4 plan. For Connecticut customers, package includes access line with unlimited local service, 10 calling features, voice mail services and long distance plan noted above. Privacy Manager<sup>®</sup> is included in the package for Connecticut customers and may be available upon request elsewhere, and may require an additional charge. The Unlimited Nationwide Calling<sup>SM</sup> Advantage 4 plan is available only in combination with the ALL DISTANCE<sup>®</sup> package and customers must subscribe to two or more qualifying services from AT&T's qualified affiliates. This long distance plan cannot be used for long distance or local toll access to the Internet, or for business purposes such as telemarketing, auto-dialing or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 4 requires subscription to AT&T local service, provisioning of Interstate, IntraLATA / InterLATA and Intrastate / IntraLATA service. If this long distance plan is used for unauthorized purposes, the Company may immediately suspend, restrict or cancel the Customer's Service. If qualified non-long distance affiliate(s) services are removed, customers will be moved to ALL DISTANCE<sup>®</sup> package with AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 3 for \$35 per month. If long distance provider is removed, your local service package will be Complete Choice<sup>®</sup> Enhanced. Long distance service provided by AT&T's long distance companies. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Prices may vary based on additional options and class of service. Display equipment is required for Caller ID, Call Waiting ID and Privacy Manager<sup>®</sup>. Call Waiting ID requires subscription to Caller ID and Call Waiting. With Caller ID and Call Waiting ID, some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. With Call Forwarding, Selective Call Forwarding, Speed Calling 8, Three-Way Calling, Missed Call Dialing, Call Again and Call Return, local usage, local toll or long distance charges may apply, depending on the location of the called party. In certain California metropolitan areas (ZUM 3), usage charges are incurred for calls that are beyond a customer's local calling area but are not local toll or long distance. Subscription to the AT&T Metro Plan<sup>SM</sup> will ensure unlimited local and long distance calling. The AT&T Metro Plan is available on this offer at no extra charge in California. Availability, rates, terms and conditions are subject to change. All

features and services may not be available in all areas or on all calls and may not be available internationally.

[Return to Top](#)

**AT&T BROADBAND VIA SATELLITE:** Speeds may vary and are not guaranteed. Service might not be available in all areas. A clear view of the southern sky is required. Additional installation charges may apply for non-standard installations. Billing begins on service activation date and charges will be applied to first month's bill. Service terms are subject to change without notice. Acceptance of [Terms of Service](#) required. Some applications such as VoIP, VPN and real-time online games may not work. Restrictions on total uploads and downloads apply, see [Fair Access Policy](#) for more details. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. All other brand names may be trademarks or registered trademarks of their respective owners.

[Return to Top](#)

**AT&T | DIRECTV:** \$5/mo. AT&T bundle discount applied to customers with DIRECTV® CHOICE EXTRA™ or MAS ULTRA™ programming package or higher, bundled with other qualifying services. Credit card not required in MA & PA.

**PROGRAMMING OFFERS: OFFERS MAY NOT BE COMBINED. LIMIT ONE PROGRAMMING OFFER PER ACCOUNT.** Featured package names and prices: CHOICE \$55.99/mo.; CHOICE XTRA \$60.99/mo.; PLUS DVR \$65.99/mo. PLUS HD DVR \$75.99/mo. OPTIMO MAS \$44.99/mo. OPTIMO MAS PLUS DVR \$49.99/mo. MAS ULTRA \$57.99/mo. PREFERRED CHOICE \$35.99/mo., LO MAXIMO \$109.99/mo. PREMIER \$109.99/mo. Account must be in "good standing," as determined by DIRECTV in its sole discretion, to remain eligible. **IF BY THE END OF PROMOTIONAL PRICE PERIOD(S) CUSTOMER DOES NOT CONTACT DIRECTV TO CHANGE SERVICE THEN ALL SERVICES WILL AUTOMATICALLY CONTINUE AT THE THEN-PREVAILING RATES INCLUDING THE \$6/MO. DVR SERVICE FEE AND \$5/MO. LEASE FEE FOR THE 2ND AND EACH ADDITIONAL RECEIVER.** DIRECTV System has a feature which restricts access to channels. In certain markets, programming/pricing may vary. **BILL CREDIT OFFER:** FAMILY package not eligible for rebate. In order to receive full \$21 credit on CHOICE, CHOICE XTRA, or PLUS DVR, or \$11 credit on PLUS HD DVR™ customer must submit rebate form online after registering account on directv.com using a valid email address and must consent to receive emails from DIRECTV. **Upon DIRECTV System activation, customer will receive redemption instructions (included in customer's first DIRECTV bill, a separate mailing, or, in the state of New York, from retailer) and must comply with the terms of the instructions. Rebate begins 6-8 weeks after receipt of rebate form online (8-12 weeks for mail-in). Timing and duration of promotional price depends on redemption date.** DIRECTV not responsible for late, lost, illegible, mutilated, incomplete, misdirected or postage-due mail. **PREMIER OFFER:** 2009 NFL SUNDAY TICKET billed in five monthly installments of \$59.99 each. NFL SUNDAY TICKET automatically continues each season at a special rate, unless customer calls to cancel prior to start of season. Blackout restrictions and other conditions may apply. **INSTANT REBATE:** Advanced equipment instant rebate requires activation of the CHOICE XTRA package or above; MAS ULTRA or above; Jadeworld; or any qualifying international services bundle, which shall include the PREFERRED CHOICE programming package (valued at \$35.99/mo.). DVR service (\$6/mo.) and HD Access fee (\$10/mo.) required for HD DVR lease. **LIMIT ONE ADVANCED EQUIPMENT REBATE PER ACCOUNT. INSTALLATION:** Standard professional installation only. Custom installation extra. **SYSTEM LEASE:** Purchase of 24 consecutive months of any DIRECTV base programming package (\$29.99/mo. or above) or qualifying international services bundle required. **FAILURE TO ACTIVATE ALL DIRECTV SYSTEM EQUIPMENT IN ACCORDANCE WITH THE EQUIPMENT LEASE ADDENDUM MAY RESULT IN A CHARGE OF \$150 PER RECEIVER NOT ACTIVATED. IF YOU FAIL TO MAINTAIN YOUR PROGRAMMING, DIRECTV MAY CHARGE A PRORATED FEE OF \$480. RECEIVERS ARE AT ALL TIMES PROPERTY OF DIRECTV AND MUST BE RETURNED UPON CANCELLATION OF SERVICE OR ADDITIONAL FEES MAY APPLY. VISIT directv.com OR CALL 1-800-DIRECTV FOR DETAILS.** Programming, pricing, terms and conditions subject to change at any time. Pricing residential. Taxes not included. Receipt of DIRECTV programming subject to DIRECTV Customer Agreement; available at directv.com/legal and in first bill. AT&T | DIRECTV is a co-branded service provided by DIRECTV. AT&T acts as sales agent for DIRECTV, and DIRECTV is responsible for providing the service. For all customer inquiries relating to service, call DIRECTV at 1800-531-5000. "NFL," the NFL Shield design, "NFL SUNDAY TICKET" and its respective logo are registered trademarks of the National Football League and its affiliates. NFL team names, logos and uniform designs are registered trademarks of the team indicated. ©2009 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners.

**\$50 AT&T | DIRECTV bundle offer: Offer ends 3/20/10.** \$50 AT&T Reward Card for combined purchase of DIRECTV® CHOICE XTRA™ package or higher with HD Access or DVR Service from AT&T | DIRECTV and a qualifying high speed Internet plan. Must be new customer to qualifying services.

Redemption details provided to customer within 4 weeks of activation of qualifying service. Card sent to customers 4-6 weeks after redemption. Redemption requires customer to retain qualifying service a minimum of 30 days and at time processing of reward is completed. The AT&T Reward Visa® Prepaid Card is not redeemable for cash and may not be used at automated gasoline pumps or for cash withdrawal at any cash dispensing locations. Card may not be used to purchase AT&T products and/or services in certain states. Card expires 90 days after issuance. See cardholder agreement and card carrier for other terms and conditions. [For more details go to <http://rewardcenter.att.com/myrewardcard/agreement.pdf>]. Visa prepaid cards are issued by MetaBank™ pursuant to a license from Visa U.S.A. Inc.

[Return to Top](#)

**AT&T LONG DISTANCE PLANS: AT&T Unlimited Nationwide Calling<sup>SM</sup> One** — Provides unlimited domestic, direct-dialed long distance service for \$25 per month. AT&T Unlimited Nationwide Calling<sup>SM</sup> One is for residential customers, non-business use only and requires provisioning of Interstate,

Intrastate / InterLATA and Intrastate / IntraLATA service. Long distance service is provided by AT&T's long distance companies. This plan cannot be used for long distance or local toll access to the Internet or for business purposes such as telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. If the plan is used for unauthorized purposes, or if qualifying services are removed from the account, the Company may immediately suspend, restrict or cancel the Customer's Service. Quoted rate excludes calling cards, taxes, fees, surcharges, installation charges, universal service charges and other charges including a monthly Carrier Cost Recovery Fee of \$1.99 per month. The Carrier Cost Recovery Fee is not a government required charge. Availability, rates, terms and conditions are subject to change. **AT&T ONE RATE Nationwide<sup>SM</sup> 5¢ Advantage** — Requires AT&T local service. Domestic, direct-dialed long distance minutes will be billed at 5 cents per minute with a \$4 monthly fee. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Quoted rate excludes a monthly Carrier Cost Recovery Fee of \$1.99 per month. This is not a government required charge. Availability, rates, terms and conditions are subject to change. For residential customer use only. **AT&T Worldwide Value Calling<sup>SM</sup>**—AT&T Long Distance services are provided subject to (1) the Voice Product Reference and Pricing Guidebook containing product descriptions, technical information, definitions, and AT&T Long Distance voice terms and conditions, including but not limited to your indemnification obligations, limitations on AT&T Long Distance's liability, and other legal provisions that affect your rights and obligations, and (2) applicable state tariffs. For residential non-business voice use only. Long distance provided by AT&T Long Distance. Incurred but unbilled usage may appear on future billing statements. The plan includes calling card calls at the same usage rates as direct-dialed calls and features a reduced surcharge per call. International rates apply only when calling from the U.S. to international locations. International Mobile Termination Charges may apply to International calls terminating to either a wireless device or to a portable telephone number where a forwarding, tracking or other type of location service was used. Excludes taxes, fees, surcharges, and universal service charges. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Availability, rates and conditions are subject to change. **AT&T Unlimited Canada Calling Plus<sup>SM</sup>**—Long distance provided by AT&T Long Distance. For residential non-business use only. Long distance provided by AT&T Long Distance. Customer must also subscribe to an AT&T Unlimited Nationwide Calling<sup>SM</sup> domestic unlimited calling plan from AT&T Long Distance. This offer is not valid with any other AT&T Long Distance domestic price plans. Monthly charge of \$5.99 provides unlimited direct-dialed and the plan includes calling card calls at the same usage rates as direct-dialed calls and features a reduced surcharge per call. International rates apply only when calling from the U.S. to international locations. Mobile termination charges may apply. This plan cannot be used for business purposes including telemarketing, autodialing, or long distance access to the Internet. If you misuse this plan, change domestic plans or disconnect any of the required components of your AT&T Unlimited Nationwide Calling<sup>SM</sup> plan, then you will no longer be eligible for this special international plan usage rate. If this occurs, we will remove AT&T Unlimited Canada Calling Plus<sup>SM</sup> from your account and your international calls will be rated at AT&T Worldwide Calling<sup>SM</sup> rates. With this plan, your monthly charge is \$5.99 and the per country rates are the same as your previous plan with the exception of calls to Canada which will now be rated at \$0.05 per minute. Excludes calling card calls to countries other than Canada, taxes, fees, and universal service charges. All calls including calling card calls are billed in one-minute increments; partial minutes are charged as full minutes. Incurred but unbilled usage may appear on future billing statements. Availability, rates and conditions are subject to change. **AT&T Worldwide Occasional Calling<sup>SM</sup>**—For residential non-business voice use only. AT&T Long Distance provides these direct-dial services in the AT&T local service areas where FCC approval has been given and where arrangements exist with local providers. Customer must also subscribe to an AT&T Long Distance domestic, outbound interstate long distance plan from AT&T Long Distance. International rates apply only when calling from the U.S. to international locations. Mobile termination charges may apply. Excludes taxes, fees, surcharges (including OK High Cost Support for OK customers) and universal service charges. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Availability, rates and conditions are subject to change. **AT&T AsiaSaver 60 Plus Philippines<sup>SM</sup>**—For residential non-business voice use only. AT&T Long Distance provides these direct-dial services in the AT&T local service areas where FCC approval has been given and where arrangements exist with local providers. Customer must also subscribe to an AT&T Long Distance domestic, outbound interstate long distance plan from AT&T Long Distance. International rates apply only when calling from the U.S. to international locations. Mobile termination charges may apply. Excludes taxes, fees, surcharges (including OK High Cost Support for OK customers) and universal service charges. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Availability, rates and conditions are subject to change. **AT&T India 60 Plus<sup>SM</sup>**—AT&T Long Distance services are provided subject to (1) the Voice Product Reference and Pricing Guidebook containing product descriptions, technical information, definitions, and AT&T Long Distance voice terms and conditions, including but not limited to your indemnification obligations, limitations on AT&T Long Distance's liability, and other legal provisions that affect your rights and obligations, and (2) applicable state tariffs. For residential non-business voice use only. Long distance provided by AT&T Long Distance. Incurred but unbilled usage may appear on future billing statements. The plan includes calling card calls at the same usage rates as direct-dialed calls and features a reduced surcharge per call. International rates apply only when calling from the U.S. to international locations. International Mobile Termination Charges may apply to International calls terminating to either a wireless device or to a portable telephone number where a forwarding, tracking or other type of location service was used. Excludes taxes, fees, surcharges, and universal service charges. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Availability, rates and conditions are subject to change. **AT&T Long Distance Calling Card<sup>SM</sup>**—Local and local toll calls originating in AR, KS, MO, OK, TX or CA provided by AT&T local telephone companies. Calls originating in CT provided by WITel Communications, L.L.C. All other calls provided by AT&T Long Distance.

[Return to Top](#)

**AT&T UNIFIED MESSAGING<sup>SM</sup>**: AT&T Unified Messaging services are not available on all residential and business classes of services. Residential services are not available on non-residential lines and are not available under a term plan.

AT&T Unified Messaging voice mail may be periodically unavailable for general maintenance. For security reasons, we ask that you change your temporary Website User ID, Website Password and PIN immediately, even if you are not yet using your mailbox. When choosing your password and PIN, do not use your telephone or mailbox number (or any part of the telephone or mailbox number) as part of the password or PIN. Do not repeat digits (e.g. 444444), do not use sequential digits (e.g. 123456) and do not use easily identifiable numbers (e.g. zip code, street address, etc.). Treat your password and PIN as you would your ATM PIN. We recommend that you select a password/PIN of at least six digits. For added security, you should change your password and PIN periodically and check your greetings to make sure they have not been changed. AT&T Local service must be provided by AT&T East or by a CLEC Reseller of local service. AT&T Unified Messaging<sup>SM</sup> (AT&T UM) is provided by AT&T Messaging (an approved DBA for Southwestern Bell Messaging Services, Inc. in CT, MI, IN, WI, OH, IL, TX, OK, MO, KS and AR and Pacific Bell Information Services in CA and NV). Prices subject to change and do not include other applicable charges (e.g. taxes, surcharges) which may vary by location. Additional charge for Alternate Answer and Busy Line Transfer services required for UM. AT&T UM services not available in all areas. Residential AT&T UM services are not available on Business lines. You must refer questions about usage and wireless airtime charges from AT&T to 1-866-246-4852. Usage of AT&T UM subject to Terms and Conditions.

[Return to Top](#)

**AT&T HIGH SPEED INTERNET: SERVICE REQUIRES:** DSL modem/gateway/router and qualifying local service from AT&T at time of online order. **OTHER CHARGES:** A shipping and handling fee applies for the customer self-install kit. Price varies depending upon shipment method. Taxes and additional fees extra. **OTHER TERMS:** "Up to" speed claim(s) represent maximum downstream and/or upstream speed capabilities. Many factors can affect actual speeds, which will vary and are not guaranteed. In order to enhance reliability and consistency of performance, some lines may be provisioned at less than the maximum speed capability but within the range of speed purchased. See the Terms of Service, [www.att.yahoo.com/terms](http://www.att.yahoo.com/terms). Service and speed not available in all areas. **3-Month \$19.95 Bill Credit Promotion:** Customers purchasing new AT&T High Speed Internet Basic at \$19.95 per month will receive three months free service. Customers purchasing Express, Pro, or Elite will receive a 3-month \$19.95 bill credit, and will be required to pay the difference according to the plan purchased. A 12-month term is required on orders not completed online or in retail stores. \$60 early termination fee applies to term contracts. Qualifying local line required. First credit will appear on bill no later than third month. Offer can be combined with free modem/gateway offer where available. Service must be active for 30 days to be eligible, and account must be current at time of bill credit. Offer may not be combined with any other AT&T promotional offers on the same services. Applicable taxes and fees will be based on the full monthly price of products and services. Offer expires 10/31/09. **Free Modem or Gateway after Rebate Offer:** Online orders only. Offer ends 03/20/10. New customers who purchase Pro (3.0) or Elite (6.0) with AT&T Account Manager subscription. Mail-in Equipment Rebate Offer: valid in the following states: AR, CA, CT, IL, IN, KS, MI, MO, NV, OH, OK, TX, and WI. Rebate must be postmarked within 90 days of AT&T High speed Internet service activation. Charge for modem (\$62.05) or gateway (\$87.05) will appear on first bill. Online redemption required. Limitations apply. Rebate details mailed to customer 4-6 weeks from order date. Applicable taxes and fees will be based on the full monthly price of products and services and will not be credited with any reward or bill credit. Rebate does not include taxes or additional fees. Service must be active for 30 days to be eligible, and account must be current. Check mailed 4-6 weeks after redemption information is provided to AT&T. AT&T may provide a refurbished gateway. Other Charges: A shipping and handling fee applies for the customer self-install kit. Price varies depending upon shipment method. **AT&T Wi-Fi Basic Offer:** Requires registered AT&T High Speed Internet membership. AT&T High Speed Internet Basic, Express, Pro, and Elite customers receive complimentary AT&T Wi-Fi Basic service. Roaming locations not included, except participating McDonald's® locations. Acceptance of AT&T Wi-Fi Terms and Conditions is required. If your high-speed Internet membership is cancelled, your AT&T Wi-Fi subscription will also be cancelled. Charges will appear on the AT&T Internet Services portion of your telephone bill. Taxes, additional fees and surcharges extra. AT&T Wi-Fi public wireless high-speed Internet access service is provided by AT&T Internet Services. Connections available at AT&T Wi-Fi Hot Spots and partnering locations. An 802.11 b/g enabled device is required for Wi-Fi access. Service not available in all areas. Limited to AT&T Internet Services master account. AT&T Internet Services reserves the right to suspend any connection and is not liable for any lack of security that may result from your use of the service on your device. Other restrictions apply. **Starbucks:** Wi-Fi service at Starbucks available at U.S. company-operated Starbucks locations equipped with a hot spot. Starbucks and the Starbucks logo are registered trademarks of Starbucks U.S. Brands, LLC. **\$10.00 per month DSL Basic Offer:** For qualifying residential AT&T High Speed Internet customers only. Basic speed (\$10.00 per month) available for new customers only. New customer is defined as not having AT&T High Speed Internet or BellSouth High Speed Internet in the past 12 months. Purchase of local service from the applicable AT&T incumbent local exchange carrier required. This is a limited time offer and is only available for AT&T High Speed Internet. Static IP products not included. Speed references based on maximum downstream DSL synch rates and may vary. \$150-\$200 additional charge will apply if technician install is required or desired. Billing begins on the date service is provisioned by AT&T, even if customer has not yet registered. Service not available in all areas. Subject to change without notice. Maximum speed achieved depends on customer location. Acceptance of Terms of Service required. Taxes and additional fees extra. Other restrictions, including credit restrictions and qualification, apply. Price expires on 12/29/09.

[Return to Top](#)

**AT&T HIGH SPEED INTERNET ONLINE UPGRADE OR RENEWAL OFFERS:** SERVICE REQUIRES: DSL modem/gateway/router and qualifying local service. AT&T High Speed Internet Basic is \$19.95 per month with no term required; AT&T High Speed Internet Express is \$25.00 per month with no term required; AT&T High Speed Internet Pro is \$30.00 per month with no term required; AT&T High Speed Internet Elite is \$35.00 per month with no term required. **OTHER CHARGES:** Customers upgrading to an AT&T Wireless Gateway will be billed a one-time charge of \$87.05 (taxes and a shipping and handling fee will apply). **OTHER TERMS:** "Up to" speed claim(s) represent maximum downstream and/or upstream speed capabilities. Many factors can affect actual speeds, which will vary and are

not guaranteed. In order to enhance reliability and consistency of performance, some lines may be provisioned at less than the maximum speed capability but within the range of speed purchased. See the Terms of Service, [www.att.yahoo.com/terms](http://www.att.yahoo.com/terms). Service and speed not available in all areas.

[Return to Top](#)

**ALL DISTANCE® package with U-Verse<sup>SM</sup>: Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges, Universal Service Fund and Carrier Cost Recovery (CCRF) fees. CCRF of \$1.99 per month is not a government required fee .** ALL

DISTANCE® package with U-verse<sup>SM</sup> includes an access line with unlimited local service and 8-12 calling features, including voice mail services, and unlimited long distance service with the AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 4 plan. For Connecticut customers, package includes access line with unlimited local service, 10 calling features, voice mail services and long distance plan noted above. Privacy Manager® is included in the package for Connecticut customers and may be available upon request elsewhere, and may require an additional charge. The Unlimited Nationwide Calling<sup>SM</sup> Advantage 4 plan is available only in combination with the ALL DISTANCE® package and customers must subscribe to qualifying U-Verse<sup>SM</sup> service. This long distance plan cannot be used for long distance or local toll access to the Internet or for business purposes such as telemarketing, auto-dialing, or commercial or broadcast facsimile (FAX) where any of these calls would be long distance or local toll calls. AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 4 requires subscription to AT&T local service, provisioning of Interstate, Intrastate / InterLATA and Intrastate / IntraLATA service. If this plan is used for unauthorized purposes, the Company may immediately suspend, restrict or cancel the Customer's Service. If qualified non-long distance affiliate(s) are removed, customers will be moved to ALL DISTANCE® package with AT&T Unlimited Nationwide Calling<sup>SM</sup> Advantage 1 for \$45 per month. If long distance provider is removed, your local service package will be Complete Choice® Enhanced. Long distance service provided by AT&T's long distance companies. Calls are billed in one-minute increments; partial minutes are charged as full minutes. Prices may vary based on additional options and class of service. Display equipment is required for Caller ID with Name, Call Waiting ID and Privacy Manager®. Call Waiting ID requires subscription to Caller ID with Name and Call Waiting. With Caller ID with Name and Call Waiting ID, some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information . With Call Forwarding, Selective Call Forwarding, Speed Calling 8, Three-Way Calling, Missed Call Dialing, Call Again and Call Return, local usage, local toll or long distance charges may apply, depending on the location of the called party. In certain California metropolitan areas (ZUM 3), usage charges are incurred for calls that are beyond a customer's local calling area but are not local toll or long distance. Subscription to the AT&T Metro Plan<sup>SM</sup> will eliminate these ZUM 3 usage charges. The AT&T Metro Plan is available on this offer at no extra charge in California . Availability, rates, terms and conditions are subject to change. All features and services may not be available in all areas or on all calls and may not be available internationally.

[Return to Top](#)

**CABLE INTERNET SWITCH OFFER DETAILS:** Available to residential customers switching existing cable Internet service to AT&T High Speed Internet. \$100 reward card for purchase of DSL Basic, Express, Pro or Elite speeds. Subscription to AT&T local service required. Customer must satisfy all outstanding obligations with current cable provider. Only one high-speed Internet cable switch offer per local telephone bill. Online redemption required. Reward card redemption requires customer to retain qualifying service(s) a minimum of 30 days and at time processing of reward is completed. Reward card will be sent within 4-6 weeks to eligible customers following redemption of reward. Reward card may not be used to pay for local telephone service provided by AT&T. Not available with other AT&T High Speed Internet offers. Offer ends 03/20/10.

[Return to Top](#)

**CALL WAITING:** Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T California, AT&T Nevada, AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, AT&T Wisconsin depending on service address location. Services may not be available in all areas. AT&T services offered under tariff are subject to terms, conditions, and prices set forth in the published tariff. If service terms, conditions, or prices set forth in these advertisements vary from the applicable tariff, the tariff will govern. For more information about the availability of a service in your area, or for more information about the terms, conditions or prices of services, please call your Business or Residential Service Center. Prices subject to change and do not include other applicable charges such as taxes and surcharges, which may vary by location.

[Return to Top](#)

**CALLER ID:** AT&T local service is provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T California, AT&T Nevada, AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio, AT&T Wisconsin depending on service address location. Prices subject to change and do not include other applicable charges, such as taxes and surcharges, which may vary by location. Some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. Display equipment required for Caller ID. Residential service only. AT&T services offered under tariff are subject to terms, conditions, and prices set forth in the published tariff. If service terms, conditions, or prices set forth in these advertisements vary from the applicable tariff, the tariff will govern. For more information about the availability of a service in your area, or for more information about the terms, conditions or prices of services, please call your Business or Residential Service Center.

[Return to Top](#)

**Complete Choice® Basic: Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges and Universal Service Fund fee.** Offer includes access line, Caller ID and Call

Waiting features. Display equipment required for Caller ID and some Call Waiting features. Some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. All features and services may not be available in all areas or on all calls. Other restrictions may apply. This package is not available for customers in Illinois. In certain California metropolitan areas (ZUM 3), usage charges are incurred for calls that are beyond a customer's local calling area but are not local toll or long distance calls. Customers may subscribe to the AT&T Metro Plan<sup>SM</sup> to ensure unlimited local calling. The AT&T Metro Plan is available at an individually tariffed rate. Availability, rates, terms and conditions are subject to change.

[Return to Top](#)

**Complete Choice<sup>®</sup> Enhanced: Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges and Universal Service Fund fee.** Offer includes access line and 8-12 calling features. For Connecticut customers, package includes access line and 10 calling features, including Privacy Manager. All other customers, Privacy Manager may be available upon request and may require additional charges. Display equipment required for Caller ID, Call Waiting ID and Privacy Manager<sup>®</sup>. Call Waiting ID requires subscription to Caller ID and Call Waiting. With Caller ID and Call Waiting ID, some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. With Three-Way Calling, Call Forwarding, Speed Calling 8, Call Return, Missed Call Dialing, Call Again and Selective Call Forwarding, local toll/long distance charges may apply, depending on the location of the called parties. Toll or long distance charges may apply to calls forwarded or returned to numbers outside of your service area. In certain California metropolitan areas (ZUM 3), usage charges are incurred for calls that are beyond a customer's local calling area but are not local toll or long distance. Subscription to the AT&T Metro Plan<sup>SM</sup> will eliminate these ZUM 3 usage charges. The AT&T Metro Plan is available at no extra charge to California customers who subscribe to Complete Choice<sup>®</sup> Enhanced. Availability, rates, terms and conditions are subject to change. All features and services may not be available in all areas or on all calls.

**Consumer's Choice Plus: Rate excludes installation charges, taxes, surcharges, subscriber-line and extended area usage and service charges and Universal Service Fund fee.** Offer includes access line, unlimited Band A and Band B local calling and choice of 2 calling features. Standard rates do not include installation charges, fees, taxes, and USF, subscriber-line and extended area usage and service charges. Display equipment required for Caller ID and some Call Waiting features. Some call information may be blocked or otherwise not displayed, including information for some calls originating outside of AT&T's network and calls carried over facilities that do not transmit Caller ID information. All features and services may not be available in all areas or on all calls. Other restrictions may apply. Services are available at individually tariffed rates. This package is available only in IL.

[Return to Top](#)

**NEW/MOVE SERVICE INSTALLATION CHARGE PROMOTION: Arkansas:** Installation charge waived for customers ordering new or additional telephone line; online orders only offer. Offer valid for AT&T Arkansas residential local service customers who order up to 3 access lines ordered via [www.att.com](http://www.att.com). If applicable, charges for premise visit, installation of jacks and wiring are not waived. Further details are provided during enrollment and registration. **Kansas:** Installation charge waived for customers ordering new or additional telephone line; online orders only offer. Offer for AT&T Kansas residential local service customers who order up to 3 access lines and qualifying call feature via [www.att.com](http://www.att.com) web ordering tool; Caller ID must be ordered per line to receive the waiver. If applicable, charges for premise visit, installation of jacks and wiring are not. Further details are provided during enrollment and registration. **Missouri:** Installation charge waived for customers ordering up to 3 new or additional telephone lines, with Caller ID, online only offer. If applicable, charges for premise visit, installation of jacks and wiring are not waived. Further details are provided during enrollment and registration. **Oklahoma:** Installation charge waived for customers ordering up to 3 new or additional access lines online. If applicable, charges for premise visit, installation of jacks and wiring are not waived. Further details are provided during enrollment and registration. **Texas:** Installation charge waived for customers ordering up to 3 new or additional access lines and one or more qualifying call features per line. Qualifying call features are: Caller ID Name, Caller ID Number, Caller ID Name and Number, Call Waiting ID, Call Forwarding, Three-Way Calling, Speed Calling 8, Call Blocker, Call Return, Auto Redial, or Privacy Manager. If applicable, charges for premise visit, installation of jacks and wiring are not waived. Further details are provided during enrollment and registration.

[Return to Top](#)

**PACKAGE UPGRADES OR DOWNGRADES:** If you have previously subscribed to local telephone package or bundle on your line, and you decide to upgrade or downgrade your package, this may result in the removal of your domestic long distance plan as well as any discounts associated with your current package. If that package includes features that are not part of the new package you are ordering, those features may now be billed at the regular rate. If you prefer to remove these features, please call the number provided in your email confirmation after submitting the order, to arrange to remove those services.

[Return to Top](#)

**THREE-WAY CALLING:** Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, AT&T California, AT&T Nevada, AT&T Illinois, AT&T Wisconsin, AT&T Indiana, AT&T Michigan, AT&T Ohio depending on service address location. Services may not be available in all areas. Three-way Calling may incur toll, long distance, and Measured Rate charges. Prices subject to change and do not include other applicable charges such as taxes and surcharges, which may vary by location. AT&T services offered under tariff are subject to terms, conditions, and prices set forth in the published tariff. If service terms,

conditions, or prices set forth in these advertisements vary from the applicable tariff, the tariff will govern. For more information about the availability of a service in your area, or for more information about the terms, conditions or prices of services, please call your Business or Residential Service Center. Prices subject to change and do not include other applicable charges such as taxes and surcharges, which may vary by location.

[Return to Top](#)

**WIRELESS FROM AT&T:** AT&T imposes: a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with obligations and charges imposed by State and Federal telecom regulations; State and Federal Universal Service charges; and surcharges for government assessments on AT&T. These fees are not taxes or government-required charges.

Credit approval and new two-year service commitment on eligible wireless from AT&T calling plan required. Offer may not be combined with any other special offers. Any discount applicable to regular recurring monthly wireless from AT&T rate plan charges only. Offer valid only through an AT&T sales channels to qualified AT&T local services customers who receive a combined AT&T Mobility LLC and AT&T local services bill and who subscribe to certain AT&T services and/or qualifying wireless from AT&T plans. Promotional offers are available through AT&T sales channels only. Wireless migration customers and GoPhone prepaid may not be eligible. Wireless services are provided by AT&T Mobility LLC.

Limited time offer: Other conditions and restrictions apply. See contract, rate plan brochure, or call for details. Subscriber must live and have a mailing address within AT&T's owned network coverage area. Coverage not available in all areas. See coverage map for details. The ALLOVER network covers over 273 million people and is growing. Dropped calls based on nationwide experience among national carriers. Up to \$36 activation fee per line applies. Simulated equipment and screen images for demonstration purposes only; actual equipment and images may vary. Phones and prices subject to change. Agents may impose other or additional charges.

Early Termination Fee: No early termination fee if service cancelled within 30 days of purchase; thereafter up to \$175, unless otherwise set forth in your contract.

Billing: Airtime and other measured usage charges are rounded up to the next full minute or kilobyte, at the end of each call or data session, respectively, for billing purposes. Sales tax calculated based on price of unactivated phone.

Nights and Weekends: Night hours are 9 pm to 6 am Monday to Friday, and weekend hours are 9 pm on Friday to 6 am Monday.

Rollover Minutes: Rollover Minutes accumulate and expire through 12 rolling bill periods. Unlimited Mobile-to-Mobile available on term plans regularly priced \$39.99/mo. or greater.

Unlimited voice services: Unlimited voice services are provided solely for live dialog between two individuals.

Offnet Usage: If your minutes of use (including unlimited services) on other carrier's networks ("offnet usage") during any two consecutive months exceeds your offnet usage allowance, AT&T may at its option terminate your service, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet usage. Your offnet usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime minutes included with your plan.

Games/Video/Ringtones/Graphics/Messaging: Standard usage rates apply, depending on your plan; See [www.wireless.att.com/learn/messaging-internet/media-entertainment/media-net.jsp](http://www.wireless.att.com/learn/messaging-internet/media-entertainment/media-net.jsp) for terms and conditions.

MEDIA Basic and MEDIA Works Package: Overage rates apply to message in excess of allowance and \$0.01 per kilobyte for Wireless Internet.

Messaging Starter 200 and MEDIA Max 200: overage rates apply to messages in excess of allowance. MEDIA Max 200 STRONGLY recommended for use of Yahoo! Go™ Mobile application.

GoPhone: Service is not available at all times or in all areas; Pick Your Plan service requires automatic payments with a qualified credit card, debit card, or checking account; Service is available only with a positive account balance; Usage rounded up to the next full minute or kilobyte; Account payments are not returnable or transferable; State and Federal Universal Service charges, taxes and other fees apply; In certain areas, taxes or fees relating to E911 are debited from your account balance monthly; Service subject to Terms of Service and other printed materials; Mobile to Mobile: Available with select plans.

Rollover Balance: Pick Your Plan balance rolls over as long as automatic payment is made before the expiration date; Pay As You Go balance rolls over if payment is made prior to account balance expiration; Balance rolls over for 12 months; Night & Weekend and Mobile-to-Mobile Minutes: Nights are 9pm to 6am; Weekends are 9pm Friday to 6am Monday; Mobile-to-Mobile minutes may be used for calls to or from any Wireless from AT&T subscriber within the calling area; Night and Weekend minutes and Mobile-to-Mobile minutes do not carry over and are available only if there is a positive account balance.

The BLUETOOTH® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by AT&T is under license. Other trademarks and trade names are those of their respective owners.

#### **Terms Applicable to AT&T Unity Plans**

AT&T Unity<sup>SM</sup> Eligibility Requirements: Must maintain qualifying AT&T services and combined AT&T and AT&T Mobility LLC bill. Qualifying AT&T local required. Specific AT&T service plans that qualify vary by location, call 1-800-288-2020 for details. Promotions or discounts are not available with this plan. Discounts on any other combined bill wireless from AT&T plans will be lost if an AT&T Unity<sup>SM</sup> plan is added to your combined bill. If an existing wireless plan from AT&T is upgraded to an AT&T Unity<sup>SM</sup> plan, all accumulated Rollover minutes will be lost when subscribing to that plan.

AT&T Unity<sup>SM</sup> Minutes: AT&T Unity<sup>SM</sup> Calling Minutes may be used, subject to plan provisions governing unlimited usage, when directly dialing or receiving calls from any other wireless from AT&T or eligible AT&T phone number from within your plan's calling area. AT&T Unity<sup>SM</sup> Calling Minutes may not be used for interconnection to other networks. Calls to wireless Voicemail and return calls from Voicemail not included. AT&T Unity<sup>SM</sup> Minutes include unlimited minutes to and from wireless from AT&T phone and eligible AT&T numbers. AT&T Unity<sup>SM</sup> minutes are not included when checking usage for the current billing period.

Wireless Data Service Terms and Conditions:

<http://www.wireless.att.com/learn/messaging-internet/media-legal-notice.jsp>.

[Return to Top](#)

Advertised services not available in all areas. Offers may be modified or discontinued at any time without notice. Other conditions may apply for all offers. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.



## Welcome to AT&T Yahoo! Broadband via Satellite (provided by WildBlue)

**WELCOME TO WILDBLUE!** Thank you for giving us the opportunity to provide you affordable, reliable high-speed Internet access. We look forward to you becoming a new WildBlue customer.

### **Customer Agreement**

This Agreement describes the terms and conditions between you and WildBlue Communications, Inc. ("WildBlue," "Us" or "We") applicable to WildBlue's Service. Please note that if you receive your bill for WildBlue Service from a third party, the terms of your customer agreement and contact information will be different than shown in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and WildBlue, as well as important limitations on those rights. If you would like to contact us, you may call 866-WILDBLUE (866-945-3258) or write to:

**WildBlue Communications**  
**P.O. Box 4427**  
**Englewood, CO 80155**  
**Attention: Customer Care**

**Minimum Service Commitment.** For new orders submitted on or after November 8, 2007, subscribers must commit to a 24-month minimum service term ("Minimum Service Term"). If you ordered your WildBlue subscriber prior to November 8, 2007, your Minimum Service Term is 12-months. If you terminate service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your service plan to a lower service package until 30 days after activation of your WildBlue Service.

**Term and Renewal.** The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or WildBlue in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis, unless you have agreed to a new Minimum Service Term under a program offered by WildBlue ("Renewal Program Term").

**Termination Fees.** If you cancel the Service before completion of the Minimum Service Term or Extension Term, you will be charged a Termination Fee as follows:

- a. For plans with a 24 Month Minimum Service Term or a Renewal Program Term: Fee is equal to the number of months left in your Minimum Service Term multiplied by \$30.00.
- b. For plans with a 12-Month Minimum Service Term: Fee is equal to the number of months left in your Minimum Service Term multiplied by your base monthly fee.

You are not required to return, and WildBlue is not obligated to de-install, the WildBlue Equipment.

**This Agreement has 5 pages and also incorporates WildBlue's Fair Access Policy and Acceptable Use Policy, and the terms of your service plan. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the 5 pages of this Agreement, your service plan and WildBlue's Fair Access Policy and Acceptable Use Policy, as each of these documents may be updated from time to time, as posted on help.wildblue.net.**

**If you did not receive Sections 1 through 8 of this Agreement, DO NOT SIGN THIS AGREEMENT.**

### **Customer Information:**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Customer Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_

---

## Terms and Conditions

### 1. The Service.

**1.1 Description.** The Service consists of a satellite-based Internet access service as further described in this Agreement (the "Service"). Service is available in available locations in the contiguous U.S. with an unobstructed view of the southern sky and its usage is subject to WildBlue's Fair Access and Acceptable Use Policies. In order to receive the Service, you must purchase the equipment designated by WildBlue ("WildBlue Equipment") from WildBlue or an authorized distributor of WildBlue. Only a WildBlue-authorized installer may install the WildBlue Equipment in your residence. Please note the following limitations applicable to use of the Service: WildBlue currently does not transport VOIP traffic over its network. Online gaming activities may experience performance degradation over the network, including latency effects. IPSec VPN applications may perform poorly over the WildBlue network and are not recommended.

**1.2 Minimum System Requirements.** Your computer must meet certain minimum requirements to receive the Service as set forth on our website, [http://www.wildblue.com/aboutWildblue/qaa.jsp#1\\_6](http://www.wildblue.com/aboutWildblue/qaa.jsp#1_6). It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service. You are also responsible for all telephone charges incurred in connection with using the Service, if you access the Internet using our dial-up Internet access service.

### 2. Who May Use The Service? - Responsibility And Supervision.

**2.1 Age and Account Set-Up.** You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence). You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the WildBlue Equipment from a WildBlue-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

**2.2 Multiple Use of Account.** Up to three computers in your residence and up to six family members who permanently reside in your household may receive Services under a single billing account. For Select and Pro service plans, up to eight computers in your residence may receive WildBlue Services under a single billing account. Your "household" is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the Services other than as specified above constitutes an unlawful and unauthorized use of the Service and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Services and the imposition of the Termination Fee, without prejudice to any rights and remedies available to WildBlue under this Agreement, at law and at equity.

**2.3 Installation of Equipment.** You represent that there are no legal, contractual or similar restrictions on the installation of the WildBlue Equipment in location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that WildBlue or our designated service provider will be required to access your premises or system and to install and maintain the WildBlue Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This will include attaching a satellite modem to your computer, installing software on your computer and configuring your computer for optimized performance of the Service. By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your home, you are authorizing WildBlue or our service provider to perform all of the above actions. NEITHER WILDBLUE NOR OUR SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

**2.4 Subscriber Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that you are

aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You ratify and confirm any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives. You acknowledge that an owner's manual or similar material was provided to you at the time of installation of your WildBlue Equipment and that you have read and understand the manual and all product warnings contained in the manual.

### 3. Fees and Payment.

#### 3.1 Fees, Taxes and Other Charges.

- a. **Commencement And Duration Of Monthly Fees.** You acknowledge that (subject to any exceptions granted by us) a monthly fee payable in advance will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fees, if applicable. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.
- b. **Billing and Charges.** You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the WildBlue website, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail for your Service. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are set forth and available on the WildBlue website: [www.wildblue.com/forYourHome/index.jsp](http://www.wildblue.com/forYourHome/index.jsp) and are incorporated into this Agreement. WildBlue reserves the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month.
- c. **Administrative Fees.** If your electronic payment is not received by us by its due date or your payment is returned, you may be charged administrative fees. You acknowledge that these fees are not an interest or finance charge and are reasonably related to the actual expenses we incur due to non-payment. If we do not receive your full payment by its due date, we may charge you administrative late or nonpayment fees as follows: For plans with a 24 Month Minimum Service Term or a Renewal Program Term: For late payments, the fee is equal to the lesser of (i) \$5.00 per month; and (ii) the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full. If your EFT or credit card payment fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) \$15.00; and (ii) the maximum amount permitted under applicable law. For plans with a 12-Month Minimum Service Term: Through August 7, 2008, the fee for late payment is equal to the lesser of 1.5% of the delinquent balance per month and the maximum rate permitted by applicable law. After August 7, 2008, the fee is equal to the lesser of (i) \$5.00 per month; and (ii) the maximum amount permitted under applicable law.

**3.2 Payment Authorization.** Except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by WildBlue from time to time, you agree that WildBlue can charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, you agree that WildBlue will bill your monthly Service fee in advance, and such Service fee will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by WildBlue. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information can be made by calling WildBlue Customer Care. If you fail to provide us with any of the foregoing information, you agree that WildBlue may continue charging you for any service provided under your account. In addition to administrative fees that you may owe, if we are unable to process your credit or debit card at any time or we otherwise do not receive electronic payment from you by its due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated due to your default or nonpayment and such termination may result in a Termination Fee owed by you. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay

us all amounts due upon demand by us. You agree that WildBlue will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement. Credit card payment is not required for residents of States where payment by credit cards may not be made mandatory.

**3.3 Disputes and Partial Payments.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department. You must contact us within 45 days of receiving the statement on which the error or problem appeared. WildBlue will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. WildBlue will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

**3.4 Suspension.** If your Service is suspended for any reason, including at your request or because of your failure to pay past due amounts, you will be charged a monthly fee at the then-current rate (set forth on wildblue.net) for each month your Service is suspended.

**3.5 Reactivation.** To reactivate suspended Service, you must bring your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest.

**3.6 Credit Inquiries and Reporting.** You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

#### **4. Modifications, Rights of Cancellation or Suspension.**

**4.1 Modification of this Agreement.** Upon notice published over the Service, we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring any Termination Fee, by calling us within 30 days after the first statement reflecting such changes is issued.

**4.2 Modification of the Service.** We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by WildBlue or its vendors in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the Service or other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to WildBlue or its subscribers, subject to our Subscriber Privacy Policy, [www.wildblue.com/legal/privacy.jsp](http://www.wildblue.com/legal/privacy.jsp), (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

**4.3 Termination by Subscriber.** Subject to your payment of the Termination Fee and the fee for Services for the full

billing cycle in which termination occurred, you may immediately terminate this Agreement and discontinue the Service at any time upon written or telephone notice to us. Please allow five business days from the date of receipt for processing written requests to terminate. You must terminate this Agreement in accordance with its terms; failure to do so may delay or prevent us from knowing that a termination was intended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing or by e-mail.

**4.4 Termination or Suspension by WildBlue.** We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

**4.5 Post-Termination or Suspension Obligations.** Notwithstanding any cancellation or termination of this Agreement or any of your accounts, nor any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account.

## **5. Permitted Use And Restrictions On Use.**

**5.1 Software License.** Subject to the terms of this Agreement, WildBlue grants to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of WildBlue (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) on which you are the primary user or which you authorize to use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by WildBlue. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by WildBlue of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Agreement.

**5.2 Restrictions On Use Of The Service.** WildBlue reserves the right to terminate immediately the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity or if you use the WildBlue Equipment or Service in a way which is contrary to any WildBlue policy or any policy of a WildBlue supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with WildBlue's Acceptable Use and Fair Access Policies located at [www.wildblue.com/legal/acceptable\\_use\\_policy.jsp](http://www.wildblue.com/legal/acceptable_use_policy.jsp) and [www.wildblue.com/legal/fair.jsp](http://www.wildblue.com/legal/fair.jsp), both of which are incorporated into and made a part of this Agreement. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered a static IP address.

**5.3 Fair Access Policy.** If your usage exceeds the limits set forth in the Fair Access Policy, we may reduce the bandwidth available to you on a temporary basis. Continued violation of the Fair Access Policy is a breach of this Agreement by you and will result in the termination of this Agreement. WildBlue Internet access is not guaranteed. The terms of this policy apply to all service plans, including Value, Select and Pro and any other service plan that WildBlue offers from time to time. For specific Fair Access Policy limitations please see the description of the service plan you are receiving.

**5.4 Prohibition on Resale.** Reselling the Service or otherwise making the Service available to anyone outside your residence (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-WildBlue local area network or wide area network. In addition, other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy, Fair Access Policy or terms of any other policy or plan, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises. You may not connect the WildBlue Equipment to any computer outside of your residence, nor more than the number of computers permitted under Section 4.2.

**5.5 No Unauthorized Use of WildBlue Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the WildBlue Equipment, Software or Service or permit any other person to do the same who is not authorized by WildBlue. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

**5.6 Compliance with Laws.** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

**5.7 Security.** You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, WildBlue may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

**5.8 Responsibility of Subscriber.** You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. You agree to notify us immediately after you sell, give away or otherwise transfer your WildBlue equipment to anyone else. You are considered the registered recipient of the Services until we receive such notice, and you will be liable for any charges or fees incurred by the use of your WildBlue Equipment by anyone else up to the time that we receive your notice, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may inactivate your Service. If your WildBlue Equipment is stolen or otherwise removed from your premises without your authorization you must notify WildBlue Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or WildBlue Equipment.

**6. WildBlue Equipment.** The terms of sale applicable to the WildBlue Equipment are governed by your purchase agreement or other documents evidencing such sale and, if applicable, WildBlue's limited warranty (available at [www.wildblue.com/legal/limited\\_warranty.jsp](http://www.wildblue.com/legal/limited_warranty.jsp)) and service plan, if any. In addition, WildBlue Equipment contains software and/or other intellectual property subject to a license agreement(s) ("License Agreement") provided with the WildBlue Equipment. Any breach of the License Agreement constitutes a breach of this Agreement.

## **7. Warranties and Limitations of Liability.**

**7.1 DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER WILDBLUE NOR ANY OF WILDBLUE'S WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("WILDBLUE'S PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WILDBLUE NOR ANY OF WILDBLUE'S PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. WILDBLUE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY WILDBLUE OR ANY OF WILDBLUE'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE WILDBLUE PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

**7.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WILDBLUE NOR ANY OF WILDBLUE'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT WILDBLUE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF WILDBLUE'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO WILDBLUE BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN

PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

**7.3 Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if WildBlue or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited. In addition, these exclusions and limitations do not apply to your purchase of your WildBlue Equipment, which is governed by your purchase agreement or other documents evidencing such sale and if applicable, WildBlue's limited warranty (available at [www.wildblue.com/legal/limited\\_warranty.jsp](http://www.wildblue.com/legal/limited_warranty.jsp)) and service plan, if any.

**7.4 Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

**7.5 Indemnity.** You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

**7.6 Third Party Beneficiaries.** The provisions of this Section 10 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

## 8. General

**8.1 Limits on Transfers.** Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

**8.2 Applicable Law.** This Agreement is made in the State of Colorado. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Colorado, in the United States, excluding conflicts of laws provisions. Any such controversy or claim shall be settled exclusively by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in Denver, Colorado or the location of the residence where the WildBlue Equipment was installed. The arbitrator will be an expert in the field of Internet services or other appropriate subject matter of the dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be no class action arbitration pursuant to this Agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods.

**8.3 Notices, Disclosures and Other Communications.** Where notification by WildBlue is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us on any change in your e-mail or postal address by calling WildBlue Customer Care.

**8.4 Construction and Delegation.** Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide to services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement,

which by their nature should continue, shall survive any termination of this Agreement.

**8.5 Miscellaneous.** If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

**8.6 Assignment Of Account.** We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

**8.7 Privacy Policy; Entire Agreement.** WildBlue's Subscriber Privacy Policy is available at [www.wildblue.com/legal/privacy.jsp](http://www.wildblue.com/legal/privacy.jsp), and is incorporated into this Agreement by reference. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and ourselves, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

[Close Window](#)

© 2007 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.