



YOU NEED TO KNOW Important Safety Information • Radio Frequency Signals •
30-day Return Policy • AT&T Wireless Service Agreement • Recurring Payment Agreement •
Limited Warranty • Intellectual Property Restrictions • Other Important Safety Information





TABLE OF CON

device is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/fccid> after searching on FCC ID QDJ-0406CHA11. Additional information on Specific Absorption Rates (SAR) can be found on the Cellular Telecommunications & Internet Association (CTIA) web-site at <http://www.devicefacts.net>.

*In the U.S. and Canada, the SAR limit for mobile GSM device used by the public is 1.6 watts/kg (W/kg) averaged over one gram of tissue. The standard incorporates a substantial margin of safety to give additional protection for the public and to account for any variations in.





•Ministry of Health (Canada), Safety Code 6. The standards include a substantial safety margin designed to assure the safety of all persons, regardless of age and health.

The exposure standard for wireless mobile GSM device employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit set by the FCC is 1.6W/kg*.

This device was tested for typical body-worn operations. To comply with FCC RF exposure requirements, a minimum separation distance of 1.5 cm must be maintained between the user's body and the terminal, including the antenna. Third-party belt-clips, holsters, and similar accessories used by this device should not contain any metallic components. Body-worn accessories that do not meet these requirements may not comply with FCC RF exposure requirements and should be avoided.

The FCC has granted an Equipment Authorization for this model device with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines. SAR information on this model

TENTS

- 4 IMPORTANT SAFETY INFORMATION**
- 7 RADIO FREQUENCY SIGNALS**
- 8 30-DAY RETURN POLICY**
- 10 AT&T WIRELESS SERVICE AGREEMENT**
- 38 RECURRING PAYMENT AGREEMENT**
- 41 LIMITED WARRANTY**
- 45 INTELLECTUAL PROPERTY RESTRICTIONS**
- 47 OTHER IMPORTANT SAFETY INFORMATION**





IMPORTANT SAFETY INFORMATION

Read this section before using your Ogo device, the battery charger, or any accessories.

4

It contains important information that you should know so that you can safely and properly use this mobile device. Also refer to the online Ogo User Manual for more information about how to use the device.

www.attwireless.com/ogo

Radio frequency (RF) energy

When your device is ON, it receives and transmits RF energy. While this device complies with U.S. regulatory requirements concerning exposure of human beings to RF energy, you always want to minimize exposure.

To minimize your exposure to this RF energy, follow these procedures:

- Use only the antenna supplied with the device or an approved replacement.
- For body-worn operation, place the device in a supplied or approved clip, holder, holster, case, etc.
- Use AT&T Wireless approved accessories.

For more information on RF, see Radio Frequency and SAR Information section of this booklet. and www.fda.gov/cellphones.

RF interference/compatibility

In some instances, your device will cause interference with other electronic devices. Here are a few rules to follow:

- Turn off your device in any facility or area, such as **hospitals** or in **blasting areas**, where posted notices instruct you to do so. This includes notices saying, "Turn off two-way radio."
- Follow instructions from airline crew for use of this device on an **airplane**.

as the Specific Absorption Rate, or SAR. The SAR limit set by the FCC is 1.6W/kg*.

*In the U.S. and Canada, the SAR limit for mobile devices used by the public is 1.6 watts/kg (W/kg) averaged over one gram of tissue. The standard incorporates a substantial margin of safety to give additional protection for the public and to account for any variations in.

SAR Information

THIS MODEL DEVICE MEETS THE GOVERNMENT'S REQUIREMENTS FOR EXPOSURE TO RADIO WAVES.

Your wireless mobile GSM device is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio frequency (RF) energy set by the Federal Communications Commission of the U.S. Government. These limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. The guidelines are based on the safety standards previously set by both U.S. and international standards bodies:

- American National Standards Institute (ANSI) IEEE. C95.1-1992.
- National Council on Radiation Protection and Measurement (NCRP). Report 86.1986.
- International Commission on Non-Ionizing Radiation Protection (ICNIRP) 1996.





Health and Safety Information

Exposure to Radio Frequency (RF) Signals
Your wireless device is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio frequency (RF) energy set by the Federal Communications Commission of the U.S. Government. These limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. The guidelines are based on the safety standards previously set by both U.S. and international standards bodies:

- American National Standards Institute (ANSI) IEEE. C95.1-1992
- National Council on Radiation Protection and Measurement (NCRP). Report 86.1986.
- International Commission on Non-Ionizing Radiation Protection (ICNIRP) 1996.
- Ministry of Health (Canada), Safety Code 6. The standards include a substantial safety margin designed to assure the safety of all persons, regardless of age and health.
- The exposure standard for wireless mobile devices employs a unit of measurement known

•If you use a **pacemaker, hearing aid** or other **medical device** that may be affected by RF, consult your health care provider or the manufacturer's recommendations before using this device. Generally, they recommend that you hold a device that is ON more than 6 inches from the pacemaker and do not carry it in your breast pocket.

•Check your vehicle owner's manual or your dealer to be sure that you can use this device in your vehicle and it will not interfere with any of your vehicle's electronic systems. For any equipment added to your vehicle, check with the equipment manufacturer or where you purchased it.

Potentially explosive atmospheres

In rare cases, your device can emit a spark that could cause an explosion or fire. To minimize this risk, do the following:

- Do not use your device and do not remove, replace or charge batteries when you are in an area with a potentially explosive atmosphere. Such areas are not always marked and include fueling areas like gas stations, below deck on boats, fuel or chemical transfer or storage facilities, vehicles using LP gas, or areas where the air contains chemicals or particles such as grain, dust, or metal powders.
- Do not transport or store flammable gas, liquids, or explosives in your vehicle, especially if you plan to use your device.

Using device safely while driving

Using your device while driving can distract you and could result in an accident.

Consider your alternatives:

- Let device receive your messages and then respond to them at your convenience.
- Ask a passenger to view your messages.
- Pull off road and park in a safe location before using device.

Note to Parents:

Review this section with your child and establish guidelines for their use of this device when they are driving.





Accessories

Only use AT&T Wireless approved accessories. Using unapproved accessories may cause the device to not operate properly resulting in property damage or even injury.

Batteries and battery chargers

Lithium Ion batteries can become very hot and cause serious injury or property damage if the battery terminals touch metal objects such as jewelry, keys or chains.

Be careful when putting a charged battery that is separated from the device inside a pocket, purse, or other container that may have metal objects.

Follow all safety information on the battery. Do not puncture battery or place battery or device in a fire and dispose of the battery and device in accordance with local regulations. Keep battery away from children.

Only use AT&T Wireless approved batteries and battery chargers. Use of unapproved batteries and chargers could result in damage to the battery or charger, and, in extreme circumstances, to a battery explosion.

Only use charger indoors and with an acceptable power source. See Online Manual for more information on using the battery charger.

Repetitive motion injuries

Your fingers, thumbs, and hands, arms, shoulders or neck may start to hurt if you use this device, either for messaging or for games, for a long time.

To minimize this discomfort, take a 15-minute break for each hour of device use, and stop for several hours if any part of your body starts to hurt. If you still have discomfort after stopping for a few hours, see your doctor.

RF exposure

Tests for SAR are conducted using standard operating positions specified by the FCC with the device transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the device while operation can be well below the maximum value. This is because the device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output. Before a device model is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the limit established by the government-adopted requirement for safe exposure. The tests are performed in positions and locations (e.g., at the ear and worn on the body) as required by the FCC for each model. (Body-worn measurements may differ among device models, depending upon available accessories and FCC requirements). While there may be differences between the SAR levels of various devices and at various positions, they all meet the government requirement for safe exposure. For body worn operation, to maintain compliance with FCC RF exposure guidelines, use only accessories that contain no metallic components and provide a separation distance of 1.5cm (0.6 inches) to the body. Use of other accessories may violate FCC RF exposure guidelines and should be avoided.





- Never short-circuit the battery by connecting the positive and negative terminals with a metal material. Do not store or carry the battery where it could come into contact with metal objects such as a key chain or necklace.

- Never allow the battery to get wet or be immersed in water.

- Do not place the battery in a microwave oven or high pressure container.

- Stop charging if the battery is not charged after the prescribed charge time.

- If leakage of the electrolyte occurs, or if there is an offensive odor, immediately keep the battery away for any source of fire or spark.

- If you become aware of any abnormal phenomena, such as odor, discoloration, or deformation, during use, while charging or when storing the battery, remove the battery from the device or charger and stop using.

- In the event the electrolyte comes into contact with the eyes, flush thoroughly with clean water, without rubbing. Consult with a physician immediately.



Caring for your device and charger

- Do not allow foreign objects or liquids to get in your device. These can cause a short and result in fire, electrical shock or damage to your device or its battery.

- Unplug the charger before cleaning the device or charger. Do not use liquid or aerosol cleaners or solvents to clean. Use only a dry cloth.

- Place the device and the charger on a stable, level surface so it doesn't fall, possibly causing damage or injury. Do not place on or near a heat source or on an electrical product that produces heat.

Service

Bring your device, charger or accessories to the AT&T Wireless authorized service facility if any of these have been dropped or damaged or have been exposed to liquid/water or extreme heat.

- Also, bring it in for service if any of these become very hot to the touch or do not operate normally after following the instructions.

- Do not disassemble the device, charger, or any accessories. Doing so could cause further damage and could void the warranty.

ADDITIONAL SAFETY INFORMATION

For additional Safety information please see page 46 of this guide.

RADIO FREQUENCY SIGNALS

A wireless phone operates by sending and receiving radio frequency (RF) signals, and therefore emits low levels of RF energy when the phone is on. Many studies have been conducted concerning RF exposure.





Based on these studies, the U.S. Food and Drug Administration (FDA) has concluded that the available scientific evidence doesn't show that any health problems are associated with using wireless devices, although there's no proof that they're absolutely safe. Further scientific research is ongoing, and AT&T Wireless supports this research. For more information, you can review the FDA's Consumer Update on Wireless Phones, which is available from the FDA at 1 888 463-6332. Additional consumer information on wireless phones and RF safety is available online at the joint FDA FCC web site, "Cell Phone Facts," at www.fda.gov/cellphones.

The Federal Communications Commission (FCC) has established guidelines setting limits for RF exposure from wireless phones (these limits are called the Specific Absorption Rate or SAR). AT&T Wireless sells only those phones and devices that have been certified by the manufacturers as complying with FCC guidelines. For more information about FCC guidelines and SAR limits, you can visit the FCC's website at www.fcc.gov/cellphones or contact the FCC at 1 202 418-2464.

30-DAY RETURN POLICY

We're confident that you'll be pleased with your purchase. However, if you're not, new wireless devices and accessories can be returned to the original place of purchase within 30 days under the following conditions:

- Returned item(s) are accompanied by proof of purchase.
- All original materials (accessories, manuals, packaging, etc.) are included with the item.
- The item is in resalable condition (no cracks, scratches, liquid damage, etc.)—if there's a question regarding resalable condition, AT&T Wireless will decide whether the item can be returned or exchanged.
- Check refunds will be processed and paid within four to six weeks.

Battery Safety Precautions

For the safe use of lithium ion batteries always follow the instructions provided below. Improper handling of lithium ion batteries may result in injury or damage from electrolyte leakage, heating, ignition, or explosion.

Danger:

- Never use the batteries with anything other than specifically designed equipment.
- Always use the battery charger provided with the device.
- Never impact, pierce or crush the battery.
- Handle a damaged or leaking battery with extreme care. If you come in contact with the electrolyte, wash the exposed area with soap and water. If it contacts the eye, flush the eye with water for 15 minutes and seek medical attention.
- When discarding a battery, contact your local waste disposal provider regarding local restrictions on the disposal or recycling of batteries.
- Never disassemble or modify the battery. The battery contains a circuit designed to enhance safety. Damaging this circuit may cause overheating, fire or bursting.
- Never expose or charge a battery under high temperature conditions, such as near a fire or in the direct sunlight. If the ambient temperature is too high, the protection circuit may be actuated, preventing further charging, or damaged.





This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and the receiver.
- Connect the equipment into an outlet that is on a circuit different from the receiver.
- Consult the dealer or an experienced radio/TV technician for help.

•Cash refunds of up to \$100 will be issued at the store if funds are available.

If you didn't purchase your device from AT&T Wireless, please contact your retailer for its return policy. In addition, you must personally cancel your account by calling Customer Care. You're also required to pay any applicable service and/or usage charges, including your prorated monthly charge.



AT&T WIRELESS SERVICE AGREEMENT

IMPORTANT PLEASE READ CAREFULLY

This is an agreement ("Agreement") between you and the entity that owns or leases a Federal Communications Commission license to provide wireless radio and other services ("Service") in the area associated with your assigned account ("Account") that is doing business as AT&T Wireless and/or AT&T Wireless Services ("AT&T Wireless" or "us" or "we") and governs Service provided by us to you through wireless receiving and transmitting equipment, SIM (Subscriber Identity Module) Card and any accessories (each a "Device") that we have authorized to be programmed or associated with a number or identifier (an "Identifier"). This Agreement explains our respective legal rights concerning all aspects of our relationship, including:

- Resolution of past or future disputes by arbitration instead of court trials and class actions and limitations on the time periods for bringing claims.
- Billing and charges
- Starting and ending service
- Account information
- Limitations of liability, damage awards and warranty
- Changes to this Agreement

of right in such AT&T Wireless software is permitted. No license is granted by implication, estoppel or otherwise under AT&T Wireless

OTHER IMPORTANT SAFETY INFORMATION

FCC Compliance Statement

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

FCC ID: QDJ-0406CHA1

Statement according to FCC part 15.21.

Modifications not expressly approved by CMCS could void the user's authority to operate the equipment.

Statement according to FCC part 15.105.



or devices not furnished by AT&T Wireless, nor will AT&T Wireless have any liability for the use of ancillary equipment or software not furnished by AT&T Wireless which is attached to or used in connection with the Device System. The foregoing states the entire liability of AT&T Wireless with respect to infringement of patents by the Device System or any parts thereof.

Copyright Laws in the United States and other countries preserve for AT&T Wireless certain exclusive rights for copyrighted AT&T Wireless software, such as the exclusive rights to reproduce and distribute copies of such AT&T Wireless software. AT&T Wireless software may be used only in the Device System in which the software was originally embodied when purchased, and such software in such Device System may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such AT&T Wireless software or exercise

ARBITRATION NOTICE:

The *Resolution of Disputes* provisions below describe our mutual agreement to use mandatory arbitration for the resolution of most past or future disputes between us instead of a court trial or class action lawsuit.

If you 1) Use the service or device, or 2) Accept any benefit in exchange for committing to new terms and conditions or 3) Pay us any amount for the service, you consent to the terms and conditions set forth in this agreement, any corresponding rate plan, and all policies and guidelines incorporated by reference, all as may be changed as described in paragraph 6 below. If you do not agree with the terms and conditions in this agreement, do not use the service or device and notify us within 30 days of the date of original activation for each identifier to cancel the service and/or return the device purchased from us. Your rights to terminate thereafter are set forth below. You are responsible for all charges incurred prior to notifying us of cancellation.



DESCRIPTION OF SERVICES

1. Rate Plans. The price, features and options of the Service available for each Identifier on your Account depends on the rate plan, feature or promotion selected by you when you activated or changed your Service and are described in the Activation Wizard on the Device, in a separate AT&T Wireless Rate Plan ("Rate Plan") Brochure, in feature or promotional materials, at attwireless.com and/or in AT&T Wireless materials included with your Device (collectively, "Sales Information"), all of which are incorporated by reference, are a part of this Agreement and were available when you activated or changed Service. To receive copies of Sales Information contact Customer Care.

2. Authority. You represent that you are: (i) legally competent to enter into this Agreement, (ii) in the case of an individual a resident of the one of the fifty United States, and (iii) not aware of any disability that would prevent you from entering into this Agreement. If you order or activate Service on behalf of an entity, you represent that you are authorized

In no event shall Seller's liability exceed the cost of repairing or replacing defective Products as provided herein, and any such liabilities will terminate upon expiration of the warranty period.

INTELLECTUAL PROPERTY RESTRICTIONS

All Intellectual Property, as defined below, which is owned by or licensed to AT&T Wireless, its affiliates, partners or suppliers, relating to the Device, including but not limited to accessories, parts or software relating thereto (the "Device System"), is proprietary under federal laws, provincial laws and international treaty provisions. Intellectual Property includes, but is not limited to, inventions (patentable or unpatentable), patents, trade secrets, copyrights, software, computer programs, and related documentation and other works of authorship. You may not infringe or otherwise violate AT&T Wireless rights with respect to the Intellectual Property. Moreover, you agree that you will not (and will not attempt to) disassemble, decompile, reverse engineer, prepare derivative works from, modify or make any other effort to create source code from the software. No title to ownership in the Intellectual Property is transferred to you through purchase or possession of the Device System or its components. All applicable rights related to the Intellectual Property shall remain with AT&T Wireless, its affiliates, partners or suppliers.

AT&T Wireless will have no liability with respect to any claim of patent infringement which is based upon the combination of the Device System or parts furnished hereunder with software, apparatus

AND IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY. LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IS SPECIFICALLY DISCLAIMED, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

REPAIR OR REPLACEMENT, AS PROVIDED UNDER THE WARRANTY, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY. ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT AND/OR ITS FITNESS FOR A PARTICULAR USE ARE SPECIFICALLY DISCLAIMED, TO THE EXTENT PERMITTED BY APPLICABLE LAW. SELLER'S LIABILITY HEREUNDER IS LIMITED TO THE DURATION OF THIS WARRANTY.

Some STATES do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from STATE to STATE.

to do so and acknowledge that such entity is bound by the terms and conditions of this Agreement; however, all terms and conditions that relate to use of the Service by you as the end user of a Device will also bind you individually. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the Account and will be fully bound by this Agreement as though you had activated Service on your own behalf.

3. Deposits/Service Limits/Credit Reports/Return of Balances. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to receive Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or a credit to your account. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days

following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest, unless otherwise required by law, to you at your last known address. You agree any amounts under \$10 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require and, to the extent of any property interest provided by law, in the Identifier and Device associated with your Account, to secure the performance of your obligations hereunder.

4. Rates. Your Service rates and other charges and conditions for each Identifier or Device are described in your Sales Information. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favor-

ber label removed, altered, rendered illegible or fraudulently applied to other equipment.

- Signal reception problems (unless caused by defects in material or workmanship).
- Products operated outside published maximum ratings.
- Performance of the Products when used in combination with other products or equipment (including, without limitation, software, accessories, media, supplies or consumables) not manufactured, supplied or authorized by AWS.
- Consumables (such as fuses).
- Payments for labor or service to representatives or service centers not authorized to perform product maintenance by AWS.

This warranty does not cover consumer education, instruction, installation or removal, set up adjustments, problems related to service(s) provided by a carrier or other service provider, and/or signal reception problems.

This warranty is valid only for Products purchased and used in the United States.

LIMITATION OF WARRANTY/LIABILITY

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,



- Cosmetic damage.
- Products which have been repaired, maintained or modified (including the antenna) by anyone other than AWS or an AWS-approved repair facility, or that have been improperly installed.
- Damage to and faults with the LCD display due to damage caused by Customer.
- Equipment, components and accessories not manufactured, supplied or authorized by AWS.
- Failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling or storage, neglect alterations, unauthorized installation, removal or repairs, failure to follow instructions, exposure to fire, water or excessive moisture or dampness, floods or extreme changes in climate or temperature, acts of God, riots, acts of terrorism, spills of food or liquids, viruses, or other software flaws introduced into the product, or other acts which are not the fault of AWS and which the Product is not specified to tolerate, including damage caused by mishandling or blown fuses.
- Products which have had warranty stickers, electronic serial number and/or serial num-

able Rate Plan for which you are eligible. If you select a Rate Plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), any unused allotment of Services from one billing cycle will not carry over to any other billing cycle.

5. Business Agreement Benefits. If you receive Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents.

6. Changes to Agreement or Service. We may amend the terms of this Agreement, including the Sales Information, upon advance notice provided to you in any manner we choose, including by notice contained with your invoice for the Service. If you use the Service more than 20 days after we notify you of a change, you agree to that change. You have the option to change your Service at any time by notifying us, and you may take advantage of those of our Services for which you qualify, provided that you comply with any requirements of the Service. Any change will take effect by your next billing cycle, and your continued use of the Service will be deemed to constitute your express consent to the changes.

7. Availability/Interruption. Service is normally available to your Device when it is within the operating range of our system but may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation, reduc-



tion in transmission speed, or interruption caused by weather, your equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses or violations of our Acceptable Use Policy. Interruption may also result from nonpayment of charges by you. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Device as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be

LIMITED WARRANTY

Seller ("Seller" shall be defined as AT&T Wireless ("AWS") and/or the relevant authorized reseller or distributor of the AT&T Wireless ("AWS") product or the reseller/distributor's warranty fulfillment partner, as applicable) warrants only to the original buyer/end-customer ("Customer") that this wireless device and accessories ("Product") will be free from defects in workmanship and material for one (1) year from the date of purchase by Customer.

WARRANTY EXCLUSIVE REMEDY

If the Product is deemed by Seller to be defective in workmanship or material during the warranty period and the Product has been returned at Customer's expense to Seller or Seller's designated repair center, the Product will be repaired or replaced, at Seller's option, at no charge. Customer will be required to show valid "proof-of-purchase" (proof of date of sale, lease or rental). Reconditioned replacement devices, components, parts or materials may be used for replacement or repair. Data in the memory of the device may be lost during repair.

THIS LIMITED WARRANTY DOES NOT COVER AND IS VOID WITH RESPECT TO THE FOLLOWING:



Access to Agreement. To access this Recurring Payment Agreement online in the future, please visit www.attwireless.com/ogo/rpa. To view the credit card you authorized in the future, please visit www.attwireless.com/ocs.

Authorization. This Agreement is not transferable and acceptance of the terms must be submitted electronically by the person authorized on the AT&T Wireless account.

By activating the Ogo device and accepting these terms by clicking "I Agree," I agree that I have read and understand this Recurring Payment Agreement. In addition, I authorize AT&T Wireless to charge the full amount of my monthly wireless phone bill to the specified credit card; I authorize the financial institution for the specified credit card to charge my account and remit payment for my monthly wireless phone bill to AT&T Wireless. This authority will remain in effect until I give notification, as required under this Agreement, to terminate this authorization.

able to use certain aspects of the Service. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls. TTY availability on our network does not indicate compatibility while using another carrier's network.

USE OF SERVICE

8. Acceptable Use. Your use of the Service must comply with our Acceptable Use Policy, found at attwireless.com/acceptable use, which you should read carefully. The Acceptable Use Policy is incorporated by reference as a part of this Agreement. Our Acceptable Use Policy may be updated from time-to-time.

9. Account Access and Unauthorized Use. Any person able to provide information we deem sufficient to identify you and the Account is authorized by you to receive information about and make changes to your Account, including adding new Service. You are responsible for safeguarding your Device and access information (such as your Account number) and failure to do so may result in expense to you. If your Device, user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). You will remain responsible for all charges incurred before you notify us. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to reasonably cooperate may result in your liability for all fraudulent usage.



10. Your Content and Use of Service.

You are solely responsible for all content that you permit to be posted or transmitted onto or through the Service or any of our systems, including materials, code, data, text (whether or not perceptible by users), multimedia information (including, but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of our systems ("Content"). YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING, ACCESS TO, OR USE OF ANY THIRD-PARTY CONTENT, OR FROM YOUR ACCESS TO OR USE OF THE SERVICE OR THE INTERNET, IN ANY MANNER AND FOR ANY PURPOSE WHATSOEVER. In providing Service, we may permit our subscribers to transmit, receive and host content over our network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act. Please see our Site Access Agreement found at attwireless.com/terms for additional information.

Recurring Payment Failure. If your recurring payment is declined, your Ogo service will be suspended. You will need to provide valid credit card information to pay your wireless bill and pay a reinstatement fee to reactivate service. In the event any payment is not made and you do not pay the amount due in full by the end of your billing cycle, you will also be assessed a late fee in the amount set forth in your wireless service or rate plan materials.

Changing Recurring Payment Option. If your account is in good standing and you would like to change your Recurring Payment Option including making a change from the credit card that was initially selected to another credit card, you must authorize the Recurring Payment Option with the new credit card through the online Customer Center at www.attwireless.com/ocs by following the instructions to re-establish your Recurring Payment Option. It may take up to two billing cycles for this change to go into effect. Your previously approved Recurring Payment Option will be used until the new option goes into effect. If you are suspended you must contact Customer Care.

Notification of Payment. AT&T Wireless will send you an e-mail notification approximately 10 days prior to charging or applying the invoice payment to your designated credit card telling you that your electronic invoice is available. You are responsible for providing us with your new e-mail address if it changes. To make changes to your e-mail address, go to the Update E-mail Address link on the Customer Center web site at www.attwireless.com/ocs, and then follow the instructions.



37. Governing Laws. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state associated with the Identifier. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection and if there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

Translation. The original version of this Agreement is the English language. Any discrepancy or conflicts between the English version and the versions in any other language will be resolved with reference to and interpreting the English version, which will control.

RECURRING PAYMENT AGREEMENT

By activating the Ogo device and selecting recurring credit card payment, you authorize an automatic monthly payment of your wireless invoice from the credit card provided.

11. Use of Service/Device/Identifier. Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. Internet Protocol ("IP") addresses for services provided on the AT&T Wireless GSM/GPRS, EDGE or UMTS networks will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost. Except as provided otherwise by law, you have no property rights to any Identifier, including, without limitation, any IP address, any e-mail address or any other identifier, provisioned by us, our agents or the manufacturer of your Device to be used with the Service, and you agree we may change any such Identifier at any time with or without prior notice to you. In the event we are required by law to transfer any Identifier to you on termination of this Agreement, we may charge you a fee. Your Device has been manufactured to operate exclusively with Service provided by us. The Device cannot be activated with any other wireless carrier and if your Device utilizes a SIM card it will only accept a SIM card provided by us. Any call timers included on your Device are not an accurate representation of actual billed usage. By using the Service, you agree to abide by the terms and conditions of any applicable software license.





TERM OF SERVICE AND TERMINATION

12. Term. The term of this Agreement for each Identifier begins on the date we activate Service for that Identifier and continues on a month to month basis, based on your billing cycle date, until terminated by either party as provide herein. For any termination (including when you switch your wireless number to another carrier), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs.

13. Default/Suspension/Termination. You will be in default of this Agreement if you (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice, (b) any individual credit or debit card payment fails, (c) have amounts still owing to us or an affiliate of ours from a prior account, (d) breach any representation to us or fail to perform any of the promises you made in this Agreement, (e) violate any policy applicable to the Service, or (f) are subject to any proceeding under the Bankruptcy Code

U.S. Mail or delivered to a nationally recognized courier or delivery service to your address as kept in our files and/or 2) immediately upon our transmission using an electronic means such as e-mail or text messaging service. You are responsible for notifying us of any changes in your mailing or e-mail address. Written notice to us shall be effective when directed to AT&T Wireless National Correspondence Team, P.O. Box 68055, Anaheim Hills, CA 92817-8055 and received by us. Your notice must contain specific information adequate to identify you and your Service. Oral and electronic notices shall be deemed effective on the date reflected in our records.

36. Entire Agreement. This Agreement, together with the Sales Information and all other documents and policies referenced herein, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional representations made to you by any of our representatives, agents or dealers. Subsequent purchases of additional services from us may require the entry into a separate agreement. If any term or condition of a Rate Plan conflicts with this Agreement, the terms of the Rate Plan will control. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable. If, at any time, we do not enforce any right or remedy available under this Agreement, that failure is not a waiver of our right to enforce the right or remedy at a later time. Copied, microfiched, scanned or other duplicate or electronic images of this Agreement are admissible for all purposes.





ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR SUCH SERVICES. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY SERVICE WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THIS DISCLAIMER DOES NOT PERTAIN TO OR AFFECT THE LIMITED WARRANTY PROVIDED BY AT&T WIRELESS WITH THE PURCHASE OF THE OGO WIRELESS DEVICE.

or similar laws. If you are in default, we may, without notice to you, suspend Service, withhold equipment or other refunds and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. If your Service is suspended we may refuse to port any Identifier to another carrier. Upon termination and/or porting any Identifier to another carrier, you are responsible for paying all amounts and charges you owe to us, including any applicable cancellation fee. Third party promotions and/or discounts may end upon termination of this Agreement.



GENERAL

34. Assignment. We may assign all or part of this Agreement, without notice to you, and such assignment will not be a change to the Agreement. We are then released from all liability. You may not assign this Agreement without our prior written consent.

35. Notices. We may send you notices by mail or electronic means, in our sole discretion. Notices to you shall be effective 1) 3 days following the date deposited in the

CHARGES AND BILLING

14. Usage Charges. You are responsible for paying all charges in accordance with your Rate Plan for use of the Service associated with the Identifier(s) and Device(s) assigned to you, even if you did not use, or authorize the use of, the Device. The network name or type of service displayed on your Device does not determine how Service will be billed. Depending on the capabilities of your Device and the Rate Plan and features chosen, charges may be associated with airtime, access, features, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance, listing or un-listing charges, the price of Devices and accessories, premium content, software, charges for other goods and services, including shipping and handling, that are charged through your



bill. You may be billed for multiple types of usage simultaneously.

15. Voice Charges. If your Device provides calling capabilities you will be billed at domestic airtime or roaming rates for 800, 866, 877, 888, and other "toll free" calls. AT&T Wireless will be your wireless long distance provider. When using any GSM/GPRS, EDGE or UMTS network owned and operated by AT&T Wireless, for all incoming and outgoing voice service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button that initiates or answers a call until approximately the time the first party terminates the call. On all of our owned and operated networks, voice service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. When you place a call on our owned and operated network in your local area and it is dropped by our system, if you replace the call within a reasonable period of time, we will automatically credit your account for one minute of airtime. If an incoming call has been forwarded to an-

STATES DO NOT ALLOW THE LIMITATIONS SET FORTH ABOVE SO THE LIMITATIONS MAY NOT APPLY TO YOU, IN WHOLE OR IN PART. YOU AGREE THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR US TO ENTER INTO THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

32. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT, CONTENT YOU STORE, PROCESS OR TRANSMIT USING THE SERVICE AND ANY OTHER USE OF THE DEVICE OR SERVICE UNLESS DUE TO OUR SOLE AND GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT, INCLUDING THROUGH ANY APPEAL, EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT. USE OF YOUR DEVICE WHILE OPERATING A MOTOR VEHICLE OR IN A DISTRACTED OR NEGLIGENT MANNER MAY BE PROHIBITED OR RESTRICTED BY LAW IN SOME AREAS. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND YOU SHALL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH UNLAWFUL USE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

33. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE WE PROVIDE OR ANY SERVICES PROVIDED BY ANY THIRD PARTIES, AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING

FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR SERVICE OUTAGES, LOSS OF DATA, INABILITY TO RETRIEVE DATA SERVICE LIMITATIONS OR INTERRUPTIONS, AS DESCRIBED ABOVE, ECONOMIC LOSS OR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE DEVICE, OR ANY EQUIPMENT USED IN CONNECTION WITH THE DEVICE UNLESS ARISING FROM OUR SOLE AND GROSS NEGLIGENCE. OUR LIABILITY AND THE LIABILITY OF ANY UNDERLYING CARRIER ARISING FROM ANY SUCH SOLE AND GROSS NEGLIGENCE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE AND ANY UNDERLYING CARRIER ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU AND WE BOTH WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR THE INSTALLATION OR REPAIR OF THE DEVICE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. SOME

other phone number, you will be charged for the entire time that our switch handles the call. While on our owned and operated network, there is no charge for busy or unanswered calls if you end the call within 30 seconds. Service may be billed in a subsequent month due to delayed reporting between carriers and will be charged as if used in the month billed.

16. Data Charges. If your Device is compatible you are responsible for all data usage sent through our network and associated with the Device, regardless of whether the Device actually receives the information. If you choose to connect your device to your PC for use as a wireless modem, standard data charges will apply in accordance with your plan. Utilizing compression solutions may or may not impact the amount of kilobytes for which you are billed. Mobile Internet service will be calculated and billed in kilobytes. One megabyte equals 1024 kilobytes. One kilobyte equals 1024 bytes. All data usage will be compiled as often as once per hour or only once every 24 hours. Our system will then create individual billing records representing (a) the data usage for each data gateway or service accessed (e.g. WAP, RIM) while on our network, (b) the usage for each carrier's domestic network, and (c) the data usage for each international network. Each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. In some situations billing for data usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.

17. Taxes, Surcharges and Other Fees. Various taxes, sur-

charges, fees, and other assessments (e.g., universal connectivity charge) are imposed by governments relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges, which may vary. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on you or us. To determine which jurisdictions' wireless telecommunications service taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use ("PPU"), which must be your residential or business street address and must be within our licensed service area. You agree to provide us your PPU and to notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you. On certain Rate Plans, your PPU must be your residential address.

18. Regulatory Programs Fee. In addition to other charges, you may also be

ing out of this Agreement must be brought within TWO YEARS after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

LIMITATIONS

30. Limitations. The parties intend that the limitations on liability, warranty and damage awards provided for in this Agreement will apply to the fullest extent allowed by law. Some jurisdictions do not allow the exclusion of certain warranties or the waiver, limitation or exclusion of liability for punitive, incidental or consequential damages, or for intentional or willful conduct in some circumstances. To the extent that any of these limitations are not permitted by applicable law, they will not apply to you.

31. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF THE DEVICE OR SERVICE, FOR INFORMATION PROVIDED THROUGH YOUR DEVICE, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING THE DEVICE, OR MODIFICATION, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR

diction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

28. Waiver of Class Actions and Jury Trials. By this Agreement, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. If for any reason this arbitration clause is deemed inapplicable or invalid, or to the extent this arbitration clause allows for litigation of disputes in court, you and we both waive, to the fullest extent allowed by law, any rights to trial by jury and to pursue any claims on a consolidated, class wide or representative basis.

29. Limitations Period. Any arbitration or legal action with respect to any and all claims or causes of action related to or aris-

assessed a Regulatory Programs Fee, which is a monthly charge created, assessed and collected by AT&T Wireless to help defray our costs for compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and 911 enhancements in our network, which may not yet be available to subscribers in your area. Some of these programs may not yet be available to subscribers. This fee is not a tax or a government-required charge. In our discretion, we may change the amount of the Regulatory Programs Fee.

19. Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice or, if a dollar limit is placed on your account, upon notice by us that your account has exceeded the limit. A fee may be charged for additional copies of bills, or billing in another format, including the detailed billing option, and certain services rendered at our stores. You will receive one bill for all Service associated with each Device and any charges of a third party on whose behalf we bill. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card for all amounts (including late charges and cancellation fees). You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. Your payment obligations survive any termination of this Agreement.

20. Late Payments/Disputes. Time is of the essence for payment. Therefore, to the extent permitted by law, you agree to pay us a late fee for amounts unpaid 20 days after the date of the invoice of **1.5%** (AK 0.875%, AR 0.42%, NE 1.33%, WI 1.0%) a month. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount you owe to us. For any check or electronic payment returned for nonpayment or for any credit card chargebacks, we will assess an additional fee not to exceed \$25, or such lower amount as permitted by applicable law and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. Payments will be applied first to amounts owed to us and then to amounts owed to third parties. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in

days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Wireless Industry Arbitration Rules ("WIA Rules"), as modified by this Agreement. The WIA Rules and information about arbitration and fees are available upon request from the AAA on line at www.adr.org. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class wide or representative basis. In any arbitration applying the WIA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the WIA Rules. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Except for restrictions on class or representative relief, if any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

27. Costs of Arbitration. For claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the juris-



U.S.C. §§ 1-16). The FAA, not state law, governs whether a claim related to this Agreement is subject to arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims, including those against any subsidiary, parent or affiliate companies, arising out of any aspect of our relationship (including but not limited to this Agreement, our Privacy Policy, Acceptable Use Policy or the Service or any equipment used in connection with the Service). All such disputes or claims whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

26. Arbitration Procedures. You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60

writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to the address provided in the Notices section below, and (iv) received by us within 60 days after receipt of the invoice.

PRIVACY

21. Our Privacy Policy. In addition to the specific terms of this Agreement, we encourage you to learn more about our general privacy practices by reading our Privacy Policy at www.attwireless.com/privacy.

22. Consents. You consent to our release of information about you and your use of Service when we believe release is appropriate to (i) comply with the law (e.g. a lawful subpoena, E911 information), (ii) enforce or apply our customer agreements, (iii) initiate, render, bill and collect for Services, (iv) protect our rights or property, or to protect users of those Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services, or (v) facilitate or verify the appropriate calculation of taxes, fees or other obligations due to a local, state or federal government.

We may also release information about you if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay. You consent to our monitoring of any communication to or from you or your Device





to protect our rights or property or those of our customers, as well as for quality control and service related purposes.

Your caller identification information (such as your name and wireless number, including area code), may be displayed on the equipment or bill of the person receiving your call.

You consent to our use of regular mail, predictive or autodialing equipment, e-mail, SMS, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. You consent to receiving advertising, alerts and other broadcast messages from us or our authorized agents.

23. Customer Proprietary Network Information (CPNI) Consent. Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about your telephone usage, the services you buy from us, who you call, and the

location of your device on our network when you use the Service. We will obtain your consent in advance if we ever plan to share this information with AT&T Wireless affiliates whom provide communications-related services, joint venture partners and independent contractors to develop or bring to your attention communications-related products and services. Declining consent will not affect your current Service or the provisions of paragraphs 5, 22 or 24.

24. Business Transfer. You consent to disclosure of your CPNI or other personal information, in connection with any merger, acquisition or sale of our assets or transition of service to another provider, as well as in the event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of our business assets.

RESOLUTION OF DISPUTES

PLEASE READ. IT IS IMPORTANT THAT YOU READ THIS SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH FINAL AND BINDING ARBITRATION INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

25. Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act (the "FAA") (9

