

# AT&T DNS Security Advanced with mobile protection

These terms and conditions (these “Terms” or this “Agreement”) are effective as of January 1, 2022.

These Terms, together with any other policies or guidelines referenced herein, constitute agreement between you and AT&T Corp., a New York Corporation, with offices at 208 South Akard St., Dallas, Texas 75202 (“AT&T”), regarding your access to and use of AT&T DNS Security Advanced and AT&T Enterprise Traffic Protector Mobile (the “Services”) including all technical support, provided as part of the Services. These Terms govern your purchase and use of the Services, whether sold to you by a telephone agent, in-person through a sales representative, or using an online resource. By accepting the email confirming your order or by using the Service, you agree to these Terms. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE THAT MAY BE ENFORCED BY THE PARTIES.

## 1. Changes to these Terms of Service

These Terms may be modified by AT&T. AT&T will modify these Terms by posting the modified Terms at this website or at another website that AT&T designates to You. AT&T will make commercially reasonable efforts to notify You when AT&T modifies these terms by placing a notice on the Service site. You will use commercially reasonable efforts to review the Service site from time to time to remain aware of all provisions in the current Terms. You agree that Your use of the Service after the posted date of any revised Terms constitutes your acceptance of those revised terms.

## 2. Description of Service

### DNS Security Advanced Service with mobile protection:

AT&T DNS Security Advanced Service with mobile protection provides protection for all users and devices connecting to the Internet via AT&T Fiber Broadband. The Service is designed to proactively identify and block ransomware, malware, DNS data exfiltration, and phishing. The Service helps the customer or user to protect outgoing internet traffic against attacks using a cloud security platform that provides enhanced protection with low false positives. The AT&T DNS Security Advanced Service with mobile protection is a self-install service. There is no hardware provided or maintained by the Service.

### AT&T Enterprise Traffic Protector Mobile (mobile protection):

The AT&T Enterprise Traffic Protector Mobile is an application installed on small business end user devices (smartphones, tablets, Chromebooks). It is designed to be a security on-ramp for connecting to the Internet via wireline, cellular and Wi-Fi connections. The Service is designed to proactively identify and block ransomware, malware, DNS data exfiltration, phishing and command and control attacks. The Service helps the customer or user to protect outgoing internet traffic against attacks using a cloud security platform that provides enhanced protection with low false positives.

### 3. Limitations on Use of Service

The Service is not available to be directly or indirectly resold or otherwise made available by You to others and cannot be made available to anyone outside of Your business. Specifically, only You and Your employees may use the Service.

### 4. Activation and Limitations on Availability of Service and Minimum Requirements

#### AT&T DNS Security Advanced with mobile protection

- a. The AT&T DNS Security Advanced Service with mobile protection is available only with AT&T Broadband Fiber circuits. AT&T Broadband Fiber circuits are not provided as part of AT&T DNS Security Advanced Service.
- b. To activate your AT&T DNS Security Advanced Service with mobile protection, you are required to change your DNS setting in either Router/gateway or Firewall (if any) or DHCP server (if any) or configuring it in the device setting, if possible, to forward DNS queries to AT&T DNS. Typically, you configure these "forwarders" where you manage DNS or on the router associated with your Internet Service.
- c. We may, at any time, without notice or liability, restrict or suspend the Service in order to perform maintenance activities.
- d. To activate your DNS Security Advanced Service with mobile protection, you are required to accept AT&T's Terms and Conditions by clicking on the acceptance box contained within the confirmation email. Without acceptance of AT&T's Terms and Conditions, the AT&T DNS Security Advanced with mobile protection will not be activated.

#### AT&T Enterprise Traffic Protector Mobile Service (mobile protection)

- a. Internet Service is not provided as part of AT&T Enterprise Traffic Protector Mobile Service.
  - b. AT&T Enterprise Traffic Protector Mobile (mobile protection) for two mobile devices will be included with each DNS Security Advanced protected circuit. Protection for additional mobile devices is also available. Orders must be submitted through an authorized AT&T sales representative. When Your order for AT&T DNS Security Advanced with mobile protection is processed successfully, You will receive a confirmation email.
- AT&T DNS Security Advanced with mobile protection customers will receive an email with the DNS Security Advanced Getting Started Guide and an Entitlement Code to be used when installing the Enterprise Traffic Protector Mobile Service (mobile protection). Your

employee end users will need to input the Entitlement code as part of the AT&T Enterprise Traffic Protector Mobile application installation. Employee end users can download the AT&T Enterprise Traffic Protection Mobile application from the Apple or Google App stores.

c. We may, at any time, without notice or liability, restrict or suspend the Service in order to perform maintenance activities.

## 5. Service Level Agreement

### 5.1 AT&T DNS Security Advanced with mobile protection Service Level Agreement:

The performance obligation for AT&T DNS Security Advanced with mobile protection is for the Service to be available and Customer DNS requests be monitored using AT&T DNS Security Advanced with mobile protection 100% of the time during any given month. If AT&T fails to meet the performance obligation during any given month, Customer is eligible to receive a service level credit equal to 1/30th of the monthly charge for AT&T DNS Security Advanced with mobile protection.

#### 5.1.1 AT&T DNS Security Advanced Service with mobile protection - SLA Monitoring Methodology

The following methodology will be employed to measure AT&T DNS Security Advanced service availability:

##### Agents and Polling Frequency

- a. Customer may perform a service availability test by performing DNS lookups from at least five (5) geographically and network-diverse locations in major metropolitan areas. Availability testing occurs at a Customer-specified frequency of not to exceed one request every five (5) minutes per testing agent.
- b. Tests should be performed against a valid internet hostname and DNS record type that is specified as part of the Customer's configuration. This hostname will be pre-cached by the AT&T DNS Security Advanced to eliminate issues due to authoritative DNS server failures.
- c. One service availability hostname will be set up per Customer.
- d. A failed attempt by the AT&T DNS Security Advanced with mobile protection to resolve the name of the Customer's configured service availability hostname across all testing agents for a period of at least 10 minutes will entitle customer to request a Service Credit.

#### 5.1.2 Credit Request

To be eligible to receive a DNS Security Advanced with mobile protection Service Level credit, Customer must notify AT&T of the failed attempt

described above and submit to AT&T test results confirming that the Service obligation was not reached. AT&T will determine, in its sole discretion based upon the methodology described, the validity of the claim and any applicable credit amount. Credits will be available as credits to invoices only and will be applied to the invoice for the next billing period following the period for which the Service obligation was not reached.

## 6. Your Responsibility for Use of Service

a. You agree that you are responsible for all use on Your account. You understand this means that You accept full liability and responsibility for the actions of anyone who uses the Service via Your account with or without your permission. You also agree that only You and employees of Your business may use the Service.

### b. Representations by You; Binding Nature of this Agreement on Your Business

Any individual who purchases the Service on that individual's own behalf or on behalf of a business must be an adult of at least 18 years of age, and, if purchasing the Service as a representative on behalf of a business, must be an authorized representative of that business. By agreeing to these Terms, You agree that these Terms constitute a valid and binding obligation on the user of the Service, whether that is You, You and the business you represent, or Your employees. All references to "You" and "Your" herein shall refer to such business (and any entity that operates that business) as well as You, individually.

c. All information that You and Your end users provide in connection with the Service must be accurate, including Your name, address, credit, expiration dates or any other required payment information. You further represent that You and Your end users are authorized to pay charges using the applicable AT&T wireless or local telephone bill at the billing address that you provide for Service charges.

## 7. Compliance with Applicable Laws

Use of the Service by You or Your users is also subject to applicable local, state, national and international laws and regulations, including, without limitation, federal and state privacy laws. You agree to comply with such laws and regulations, including without limitation obtaining any user consents that may be required. You are responsible for obtaining consent from and giving notice to Your End Users and agents regarding Customer's and AT&T's collection and use of the End User, employee or agent information in connection with the Service. You will only make accessible or provide personal data to AT&T when You have the legal authority to do so.

## 8. Acceptable Use; Compliance with Legal Process

Use of the Service is subject to AT&T's Acceptable Use Policy, found at <https://www.att.com/legal/terms.aup.html>. You agree to abide by the Acceptable Use Policy in connection with the Service. Violations of the Acceptable Use Policy may result in suspension or termination of Your ability to use the Service.

AT&T and its third-party service providers may access, use, and disclose transaction information and any content provided by or concerning You to comply with the law (e.g., a lawful subpoena) based on AT&T's reasonable

judgment that disclosure is legally required; to initiate, render, bill, and collect for the Service; to protect AT&T's rights or property; or to protect users of AT&T's services, the respective Service Site and other persons or entities from fraudulent, abusive, or unlawful use of the respective Service Site or any aspect of the Service.

## 9. Pricing and Payment

### a. Methods of Payment

Charges for the Service will be billed via a monthly AT&T invoice.

### b. Service Options and Pricing

AT&T DNS Security Advanced with mobile protection:

Price will be based on DNS Security Advanced circuit size and number of mobile devices protected by AT&T Enterprise Traffic Protector Mobile Service. From time to time AT&T may offer additional service and pricing options, some of which may be offered on a limited-time or trial basis. If any additional service or pricing options become available, your purchase and use of the applicable services will be governed by these Terms.

The price you pay for the DNS Security Advanced Service with mobile protection applies to the number of AT&T internet circuits protected, which you must identify when you purchase the Service and the number of mobile devices protected by the Enterprise Traffic Protector Mobile Service. Any Service we provide is offered only in connection with the AT&T Internet Service.

Billing for AT&T DNS Security Advanced with mobile protection will begin when your Internet Service is available for use. If you have current, active Internet Service, your billing will begin upon the date of your acceptance of the DNS Security Advanced with mobile protection confirmation e-mail. If you are awaiting new AT&T Internet Service, your billing for the AT&T DNS Security Advance Service with mobile protection will begin upon the billing of your Internet Service. Ongoing monthly fees and charges will be charged to the AT&T account or invoice.

AT&T Enterprise Traffic Protector Mobile (mobile protection):

There are 6 mobile protection offers

- SKU1: 1 DNS SA + 2 mobile protections : \$15
- SKU2: 1 Fiber + 5 mobile protections : \$20
- SKU3: 1 Fiber + 10 mobile protections : \$25
- SKU4: 1 Fiber + 20 mobile protections : \$30
- SKU5: 1 Fiber + 50 mobile protections : \$40
- SKU6: 1 Fiber + unlimited mobile extensions : \$100

## 10. General Charges and Fees

Charges for the Service include all applicable taxes.

You must notify AT&T in writing if You intend to discontinue the Service or change the AT&T account to which your Service charges are billed. Please note that AT&T does not accept debit cards for payment of any charge or fee in connection with the Service.

## 11. Account Billing

You agree and authorize AT&T or its agent to charge the AT&T account or invoice for all fees and charges associated with the Service, and You agree to pay the applicable AT&T account or invoice charges. You authorize AT&T or its agent to continue charging Your AT&T account or other billing method for all fees and charges associated with your use of the Service.

AT&T reserves the right to decline to accept an AT&T wireless or local telephone account or other AT&T account You have provided and may request a different AT&T account for billing, or decline to complete Your order. Service to You may be denied, suspended or discontinued without notice at any time if Your wireless or local phone account, or other AT&T account is suspended, put on hold, or becomes inactive, or if You otherwise fail to make payment to us when due.

AT&T may, at any time, with advance notice by email or other means of communication, change the amount of or basis for determining any fee or charge or institute new fees or charges for the Service. All fees and charges are payable in accordance with pricing and billing terms in effect at the time the fee or charge becomes payable. All amounts are stated and payable in U.S. Dollars.

If any portion of Your bill is not paid by the due date, AT&T may charge You a late fee on unpaid balances and may also terminate or suspend Your Service without notice. The late fee will be the lesser of one and one half percent (1.5%) per month or the highest rate permitted by law. In the event AT&T utilizes a collection agency or resorts to legal action to recover monies due, You agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees. AT&T reserves the right to charge service fees and other charges to a customer's account, as applicable, up to eight (8) weeks after the end of the calendar month in which the corresponding service was concluded or the corresponding charge was incurred.

## 12. Term and Termination

### a. Effective Date and Term

This Agreement is effective upon the date of Your acceptance of the AT&T DNS Security Advanced Service with mobile protection purchase confirmation e-mail and continues, subject to its Terms until termination by either party as expressly permitted by this Agreement. You may terminate the Service by calling one of our representatives at 844-938-1030.



b. Termination or Suspension by AT&T

AT&T may in its discretion terminate or suspend Your Service without notice if:

(a) AT&T believes that You have breached any of the Terms or conditions (including, but not limited to, representations, warranties and fair and acceptable use provisions) of this Agreement; (b) AT&T believes Your use of the Service may be prohibited by law or may be disruptive to or adversely impact the Service, AT&T's or its affiliates or third-party service providers' networks, or their use and enjoyment by other users; (c) AT&T or its third-party service providers become involved in any dispute concerning control of Your Service account, or AT&T or its third-party service providers receive an order from a court or government agency to terminate Your Service; (d) AT&T for any reason ceases to offer the Service generally, or to offer the Service in Your geographic area; (e) AT&T believes that You are abusing the Service or using the Service excessively; or (f) there is reason to believe that You or someone using Your account has been accessing or attempting to access restricted information or files to which You or someone using Your account does not have legitimate access.

13. Disclaimer of Warranties

AT&T MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS; (ii) YOUR ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) THE OPERATION OR FUNCTIONALITY OF THE SERVICE WILL BE FREE OF DEFECTS, OR THAT ANY SUCH DEFECTS WILL BE CORRECTED.

EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED IN THESE TERMS, ALL ASPECTS OF THE SERVICE ARE MADE AVAILABLE AND PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TRANSMISSIONS WILL BE ERROR-FREE OR WITHOUT INTERRUPTION, OR ANY GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMERS DATA AND CONFIDENTIAL INFORMATION.

14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AT&T AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL OR SAVINGS, DOWNTIME, CORRUPTION OR REPLACEMENT OF PROGRAMS AND DATA, OR OTHER TANGIBLE OR INTANGIBLE LOSSES), EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING OUT OF OR RELATING TO (A) THE USE OF THE SERVICE; (B)

NEGLIGENT PERFORMANCE OF SERVICE, (C) THE CONTENT ON THE SITE; (D) WEB SITES LINKED TO THE SITE AND THE CONTENT, GOODS AND/OR SERVICES PROVIDED THEREIN; (E) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE SERVICE OR INFORMATION WITHIN OR CONTENT OF, THE SITE OR OTHERWISE PROVIDED IN CONNECTION WITH THE SERVICE; AND/OR (F) THE INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO INABILITY TO ACCESS THE SITE AND CONTENT CONTAINED THEREIN, IN THE CASE OF EACH OF THE FOREGOING CLAUSES (A) THROUGH (F), REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT OR TORT, PRODUCT LIABILITY OR OTHERWISE (BUT EXCLUDING CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT) OF AT&T OR ITS AFFILIATES, AND THEIR THIRD-PARTY SERVICE PROVIDERS.

OUR TOTAL LIABILITY, IF ANY, ARISING OUT OR RELATED TO ANY ASPECT OF THE SERVICE, SHALL BE, AT AT&T'S SOLE DISCRETION AND OPTION, TO (A) REPERFORM THE SERVICE, OR (B) REFUND THE CHARGES AND FEES PAID BY YOU, IF ANY, FOR THE SERVICE GIVING RISE TO A CLAIM. SUCH REMEDY IS EXCLUSIVE, AND YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL AT&T OR ITS AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY MORE THAN WHAT YOU PAID FOR THE SERVICE.

All limitations, disclaimers and rights stated anywhere in these Terms for the benefit of AT&T also apply to AT&T's affiliates and their respective directors, officers, employees and agents, as third-party beneficiaries of this Agreement. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this section will survive failure of any exclusive remedies provided in this Agreement.

LAWS IN SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE PROVISIONS OF THIS SECTION TITLED "LIMITATION OF LIABILITY" AND THE PRIOR SECTION TITLED "DISCLAIMER OF WARRANTIES" AND THE SECTIONS BELOW TITLED "APPLICATION OF THESE TERMS TO THIRD-PARTY SERVICE PROVIDERS, ETC." AND "INDEMNIFICATION" WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

#### 15. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE AT&T, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, (1) THE SERVICE, (2) CONTROL OVER AND USE OF YOUR ACCOUNT BY ANY PARTICULAR INDIVIDUAL(S), (3) ANY BREACH OF THESE TERMS OR THE TERMS OF ANY LICENSE AGREEMENT, (4) THE STORAGE OR PROCESSING OF YOUR FILES, (5) RESPONSES TO LITIGATION HOLD REQUESTS AND GOVERNMENT PROCESS CONCERNING YOUR FILES, AND (6) ANY CLAIM OF MISAPPROPRIATION OR INFRINGEMENT OF A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN THE CASE OF EACH OF THE FOREGOING CLAUSES (1) THROUGH (6) INCLUDING WITHOUT LIMITATION LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS AND EXPENSES ARISING IN



WHOLE OR IN PART FROM THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT) OF AT&T OR ITS AFFILIATES, AND THEIR LICENSORS, DIRECT AND INDIRECT SUPPLIERS, AND THIRD-PARTY SERVICE PROVIDERS.

16. Application of Terms to Third-Party Service Providers, Etc.

All limitations, disclaimers and rights stated anywhere in these Terms for the benefit of AT&T also apply to AT&T's and its affiliates' third-party service providers, licensors and other direct and indirect third-party service providers as third-party beneficiaries of this Agreement, without prejudice to any limitations, disclaimers and rights stated in any license or other agreement entered into between You and such third parties in connection with Your use of the Service.

17. Intellectual Property Rights

AT&T and its third-party service providers retain all title, ownership rights, and intellectual property rights in and to the Service. The Service is protected by patent, copyright and other intellectual property laws. You agree not to take any action to jeopardize, limit, or interfere in any manner with AT&T's (or its third-party service providers') ownership of or rights with respect to the Service. Except for the rights specifically granted to you in the Terms, all rights in and to the Service are reserved, and no implied licenses are granted by AT&T.

18. Force Majeure

If our ability to render the Service is impaired by circumstances (including without limitation strikes or labor actions) beyond the reasonable control of AT&T or its affiliates, or their direct or indirect suppliers or third-party service providers, we may choose not to provide some or all of the Service.

19. Arbitration

a. Arbitration. The parties agree to exercise their best efforts to settle any dispute arising out of or related to the Agreement through good faith negotiation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by the Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in New York, New York. The parties shall, within (twenty) 20 days of the issuance of a written notice of intent to arbitrate, as provided by the Rules, jointly select one (1) independent arbitrator licensed to practice law and familiar with the wireless telecommunications industry. If the parties cannot agree on an arbitrator within the specified 20-day period, then the selection shall promptly be made by the AAA in accordance with the Rules and the criteria set forth above. The Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, et seq, governs the interpretation and enforcement of this provision. In the event of a conflict between the FAA and the Rules, the FAA shall govern. In no event shall the arbitrator have the authority to make any award that is in excess of or contrary to what the Agreement provides.

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY

IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT EACH IS WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING ONLY, AT&T OR CUSTOMER ALONE. THE PARTIES AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.

- b. Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide. Furthermore, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- c. If Customer is a Puerto Rico customer and AT&T cannot resolve the issue, Customer may notify the Telecommunications Regulatory Board of Puerto Rico of the grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941-; Phone: 1-787-756-0804 or 1-866-578-5500; Online: [jrtpr.gobierno.pr](http://jrtpr.gobierno.pr), in addition to having available arbitration, as provided above.
- d. No Class Actions. All claims between AT&T and You related to the Agreement will be litigated individually, and You will not consolidate or seek class treatment for any claim unless previously agreed to in writing by AT&T.

## 20. General Information

These Terms, and any other policies or guidelines referenced herein, constitute the entire agreement between AT&T and You in connection with the Service. These Terms supersede any prior or contemporaneous written or oral communications, proposals, representations and agreements between you and AT&T with respect to the subject matter of these Terms. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Your account with respect to the Service, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred (unless such limitation is contrary to the public policy of a particular state, in which case the applicable limitations period shall be the shortest limitation period permissible under that state's law). The failure of AT&T to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If You violate any of these Terms, AT&T may in its sole discretion terminate or suspend Your access and use of the Service immediately without notice. You agree that AT&T shall not be liable to You or any third-party for any termination of your access to the Service.

AT&T may, but you may not, assign rights or obligations under the contract embodied by these Terms.

21. Trademark Information

©2022 AT&T Intellectual Property. All rights reserved. Trademarks (including but not limited to AT&T and Globe logo) and service marks used herein and in the descriptions of the services are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.