

Welcome to  
**AT&T ProTech  
Support**

Terms of Service

Effective January 24, 2024

# AT&T PROTECH SUPPORT TERMS OF SERVICE

“AT&T” or “we,” “us” or “our” refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. “You” or “your” refers to the person or entity that is the customer of record for AT&T wireless service, and purchases or uses the AT&T ProTech support Service (as defined below). This ProTech support Terms of Service is an agreement between AT&T and you (“Agreement”).

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE SERVICE(S) AS DEFINED BELOW. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND AT&T. BY SELECTING THAT YOU AGREE, AND UTILIZING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

## I. DESCRIPTION OF SERVICES

**AT&T ProTech support.** ProTech support is a monthly subscription service available to wireless subscribers of AT&T for the provision of personalized concierge support services to assist with most “how-to” and functionality questions relating to mobile devices and mobile applications (“ProTech support”, “Service”, or “Services”). Service is available to those AT&T customers who have Eligible Devices (as defined below) and an active AT&T wireless post-paid account. The availability of these Services is contingent on certain criteria, including but not limited to Your location, technician availability and/or device/model type.

More specifically, ProTech support includes assistance in the following categories:

- a. **Basic Functionalities:** such as mobile device interoperability; transferring contacts; downloading and/or syncing files and music; storing, retrieving and managing files; sending and receiving pictures; and other.
- b. **Email/Internet Connectivity:** such as setting up GPRS/3G/4G data connection, email and messenger on mobile devices; blocking spam/junk emails; browsing and Internet/Wi-Fi connectivity; and other.
- c. **Device Onboarding:** such as offering mobile device and AT&T streaming setup and optimization via appointment scheduling or a digitally led experience.
- d. **Entertainment/Personalization:** such as social media website support; installing and removing apps, including social media application; activating and using GPS and Navigation; and AT&T entertainment and streaming support (e.g., setup, apps, preferences and settings); and other.
- e. **Streaming Advisor:** such as presenting recommendations via ProTech for setting up and optimizing a customer’s AT&T streaming experience.
- f. **Performance Promise:** such as initial triage and assessment of your device designed to optimize device speed, device signal strength, and battery performance, and may also include device sanitization or other related Services where available. Service may be performed by phone, digitally or in person.
- g. **Technical Support:** such as difficulties with display issues; software issues; SIM card issues; email setting errors; and other. For more information on types of Services, go to [att.com/myprotectadvantage](http://att.com/myprotectadvantage).
- h. **Same-Day or Next-Day Delivery Service:**  
For select Supported Devices, in select locations, AT&T Protect Advantage for 1 and Protect Advantage for 4 customers may be eligible for same-day or next-day delivery services for replacements provided under their protection program and device setup by a ProTech (hereinafter, “Setup Services”). Setup Services provided with same-day or next-day delivery for replacements under the AT&T Protect Advantage for 1 and Protect Advantage for 4 programs may include activation, data migration services and/or initial device configuration and connectivity.
- i. **Data Recovery Service:** such as in-person expert assistance with restoring and/or transferring data, including but not limited to downloading data from a previous cloud or data storage backup or limited repair of the old device to access and transfer limited data off of the old device to the new device. The device must be able to connect to a network and have access to cloud or data storage. Data Recovery results are limited and not guaranteed.

- j. **Device Buff and Polish:** such as in-person polish service that may be able to remove certain scratches and scuffs from Eligible Devices. The ProTech technician will determine if the device is eligible for this Service. Results are not guaranteed and this Service is not intended to restore the device to the condition it was in when “new.”

ProTech support may be provided by means determined by AT&T at its sole discretion and could include (but is not limited to) call, interactive voice response, click-to-call, messaging, web, digital, in store or in person. For details on how Services are provided, available tools, hours of operation and other information, go to [att.com/myprotectadvantage](http://att.com/myprotectadvantage).

ProTech support is provided to and available on the wireless phone number enrolled in ProTech support and its associated Eligible Device(s). You must provide the enrolled wireless phone number, including area code, when seeking assistance.

AT&T will use commercially reasonable efforts to provide Services. This means that if AT&T cannot resolve your problem after several commercially reasonable attempts, AT&T reserves the right, in its sole discretion, to end further efforts to resolve the problem. In addition, AT&T has limited proprietary information from vendors, manufacturers, and developers relating to the devices and/or applications and may not have the ability to obtain the proprietary information that may be necessary to resolve a specific technical problem. Technical problems that may arise may be the result of software or hardware errors not yet resolved by the hardware or software manufacturer, in which case AT&T may not be able to resolve the problem. Customers are encouraged to follow a practice of regularly backing up information. AT&T shall have no obligation to determine if all adequate back up steps were taken by you. However, if AT&T elects to determine if adequate back up steps were taken, AT&T may, but is not required to, decline to proceed with problem resolution in its sole discretion.

A broadband Internet connection is recommended, but not required for us to provide Service. You may be required to have a functional/working computer with newer operating systems, cables and software in order for us to assist you with the resolution of certain problems. We may also recommend a certain course of action for you to follow that is necessary to receive the Service. If you do not have a functional PC, cables or software when required, or are unable to follow AT&T recommendations, AT&T will have no obligation to provide the Service.

**Performance Promise.** Includes access to certain Services, provided to you directly by Asurion Protection Services, LLC that you become eligible for on the date of your initial enrollment in ProTech support and continues so long as you maintain your enrollment in the program.

Your Performance Promise Services include a series of checkpoints provided by ProTech that will help you optimize and maintain your device’s performance over time. These checkpoints may include an initial triage and assessment of your device, device diagnostic check, and device sanitization, followed by a series of simple steps intended to optimize device speed, device signal strength and battery performance. You may also receive proactive alerts that will guide you through a personalized plan for recommended maintenance based on device age and performance. You can access Performance Promise at any time during your enrollment as needed based on device performance.

## II. ELIGIBLE DEVICES.

As used herein, “Eligible Device(s)” means those devices eligible to receive the Services, as determined by us in our sole discretion.

## III. SAME-DAY OR NEXT-DAY DELIVERY SERVICE.<sup>1</sup>

If You are enrolled in the AT&T Protect Advantage for 1 or AT&T Protect Advantage for 4 programs (consumer and business), and located in a market where same-day or next-day delivery is available, You may be eligible to receive Your replacement device on the same day or the day after you file your claim and it is approved for a replacement. Only claims approved by 4:00 p.m., local time, and that meet the eligibility requirements, may receive a replacement device from a ProTech by 9 p.m., local time, on the same day their claim was filed and approved. Claims approved after 4:00 p.m., local time and that meet the eligibility requirements, may receive their replacement device from a ProTech the next day. Your device’s eligibility for this service is determined at the time a claim is made and approved. Limitations and exclusions may apply. Setup Services will not include dismantling or installation of equipment unrelated to the replacement Device. In order to be eligible for Setup Services, someone at least 18 years of age must be present at all times while the ProTech is on site and performing the requested Setup Services. The ProTech will contact you prior to delivering Your replacement device and Setup Services to verify the delivery window. If You do not confirm Your availability for Your scheduled delivery and Setup Services, ProTech reserves the right to cancel your delivery and Setup Services. If eligible for Setup Services, you may be required to sign a consent form to perform the requested services prior to any services being performed. You agree to provide a safe, non-threatening environment for ProTech to perform the Setup Services. The ProTech has the right to terminate Setup Services if they feel that You are not complying with any requirements contained in this TOS or any consent provided prior to the initiation of the Setup Services. Setup Services will continue

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<sup>1</sup> Same-day and next-day delivery is available in select locations and for select devices. Check [www.phoneclaim.com/att](http://www.phoneclaim.com/att) to determine if Your device is eligible and to determine markets where same-day and next-day delivery is available.

until completion only if completion can occur within a reasonable amount of time, reasonableness will be at the discretion of the ProTech. In the event the Setup Services are stopped prior to Your device setup being complete, you may continue the Setup Services by calling a ProTech.

#### **IV. REMOTE ACCESS TOOLS; SOFTWARE.**

##### **You may be asked if you desire to use a remote access tool for the provision of Services.**

To receive Services by using a remote access tool, you may be required to download and run a certain software application (on your Eligible Device and/or computer) that will allow remote access to your Eligible Device and its content to aid in the diagnosis and provisioning of the ProTech support (the "Remote Access Software"). In addition, you may be required to download and run other software applications necessary for the provision of ProTech support ("Other Software", and collectively with the Remote Access Software, the "Software"). You are prohibited from, and expressly agree not to, copy or modify Software or other materials provided with the Service. The Software may be provided by a third party and you will be required to accept the End User License Agreement ("EULA") provided by that third party prior to downloading the Software. You agree to comply with the EULA and any other terms and conditions that may be provided by the third party with Software and, in the event of a conflict, such Software-specific terms and conditions will take precedence over this Agreement as to such specific Software. In addition, if you work with a third party on any password or other access-control-oriented problems in connection with the use of the Remote Access Software or otherwise, we strongly recommend that you take steps to protect your password such as resetting such password(s) immediately following the completion of the Service.

#### **V. CHARGES.**

We will bill you a monthly recurring subscription fee for the ProTech support per each enrolled wireless phone number. Charges will automatically be billed to your active AT&T wireless account and will be part of your AT&T Mobility bill. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon you or upon AT&T.

You will remain liable to pay any and all charges and fees for ProTech support even if AT&T does not resolve your problem for reasons described in Section 1 – Description of Service of this Agreement.

In the event this Agreement and the provision of the ProTech support is terminated, the charges relating to the Service will be prorated for the time period after such termination. You will receive a credit on your enrolled wireless phone number's AT&T wireless bill for the prorated amount within 1 to 2 billing cycles after termination of the Service.

#### **VI. CHANGES TO CHARGES AND TERMS.**

We may change any term, condition, fee, expense, or charge regarding the Service or add new fees at any time. We may modify our billing practices. We may provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by e-mail or such other means as AT&T determines to be most practicable. If we change the subscription fee or institute new fees or charges, or materially change the scope of the Service, we will notify you of such changes in advance. You are liable for all fees and charges in accordance with billing terms in effect at the time the fees or charges become payable.

#### **VII. TERMINATION.**

You may cancel the provision of the ProTech support or terminate this Agreement at any time by notifying AT&T. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless service with AT&T, or AT&T Protect Advantage for 1 or 4 that You Purchased, constitutes cancellation of these Services. AT&T may, at its sole discretion, interrupt, suspend or cancel your Service and terminate this Agreement without advance notice for any reason, including, but not limited to the following: if we believe that (i) you violate this Agreement or your Wireless Customer Agreement; (ii) you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives; (iii) you fail to make all required payments when due; (iv) we have reasonable cause to believe that your Eligible Device is being used for an unlawful purpose or in a way that may adversely affect our network or the Service; or (v) you attempt to resell the Service. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination.

#### **VIII. CUSTOMER REPRESENTATIONS AND WARRANTIES.**

You represent and warrant you are a legal license holder of the software you use and you own any hardware or network devices you request AT&T to assist you with in association with the Services. AT&T will not assist you if you are not the legal license holder of software and owner of the device.

## **IX. PRIVACY.**

The ProTech support is subject to the AT&T Privacy Policy located at <http://www.att.com/privacy>, as amended from time to time, which policy is incorporated herein by reference. As set forth in the AT&T Privacy Policy, we may share your personal information with third parties that perform Services for us or on our behalf, but we do not allow those third parties to use it for any purpose other than to perform the Services.

## **X. COMMUNICATIONS.**

You agree to receive electronic communications from Us related to Your use of ProTech services and/or the Applications (“Core Communications”), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to ProTech services, Your Device and the features available thereon, as well as Your use of that device (“Non-Core Communications”), and You can opt out of receiving those Non-Core Communications by following the “unsubscribe” instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.

## **XI. DISCLAIMER OF WARRANTIES.**

YOUR PURCHASE AND USE OF THE PROTECH SUPPORT SERVICE AND ANY ASSOCIATED SOFTWARE IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AT&T MAKES NO WARRANTY THAT (i) THE PROTECH SUPPORT SERVICE OR ANY SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE PROTECH SUPPORT SERVICE OR ANY SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROTECH SUPPORT SERVICE OR ANY SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, SOFTWARE, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PROTECH SUPPORT SERVICE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE PROTECH SUPPORT SERVICE WILL BE CORRECTED. AT&T DOES NOT WARRANT THAT THE PROTECH SUPPORT SERVICE WILL BE ERROR FREE OR THAT THE SOFTWARE IS FREE OF HARMFUL CODE. IF YOUR USE OF THE PROTECH SUPPORT SERVICE OR SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, AT&T IS NOT RESPONSIBLE FOR THOSE COSTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AT&T OR THROUGH OR FROM THE PROTECH SUPPORT SERVICE AND ANY SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PROTECH SUPPORT SERVICES, ANY SOFTWARE, AND ANY PARTS THEREOF ARE 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 AND FITNESS FOR A PARTICULAR PURPOSE.

## **XII. LIMITATION OF LIABILITY.**

IT IS YOUR RESPONSIBILITY TO BACK UP ALL APPLICATIONS AND DATA ON YOUR ELIGIBLE DEVICE MEMORY OR HARD DRIVE(S) PRIOR TO EVERY SERVICE REQUEST. AT&T AND/OR ITS THIRD-PARTY AGENT SHALL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LOSS, ALTERATION, OR CORRUPTION OF ANY APPLICATION, DATA OR FILES, OR ANY DAMAGE TO YOUR ELIGIBLE DEVICE OR COMPUTER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT AT&T AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, WHICH INCLUDES ITS THIRD-PARTY SERVICE PROVIDERS, AS WELL AS ANY AT&T PARENT, AFFILIATE OR SUBSIDIARY COMPANY, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, GOODWILL OR OTHER TANGIBLE/INTANGIBLE LOSSES (EVEN IF AT&T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF (A) THE USE OF THE PROTECH SUPPORT SERVICES OR ANY SOFTWARE USED IN CONNECTION WITH THE PROVISION OF THE SERVICE, (B) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION OR ADVICE PROVIDED IN CONNECTION WITH THE PROTECH SUPPORT SERVICES, AND/OR (C) THE INABILITY TO USE PROTECH SUPPORT SERVICES OR ANY SOFTWARE, IN EACH CASE, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE (BUT EXCLUDING CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONAL HARDWARE, SOFTWARE, INTERNET ACCESS FROM YOUR ELIGIBLE DEVICE OR COMPUTER AND/OR SPECIAL NETWORK CONNECTION MAY BE REQUIRED, AND YOU ARE SOLELY RESPONSIBLE FOR ARRANGING OR OBTAINING ALL SUCH REQUIREMENTS. SOME SOLUTIONS MAY REQUIRE THIRD PARTY PRODUCTS AND/OR SERVICES, WHICH ARE SUBJECT TO ANY APPLICABLE THIRD PARTY TERMS AND CONDITIONS, AND MAY REQUIRE SEPARATE PURCHASE FROM AND/OR AGREEMENT WITH THE THIRD PARTY PROVIDER. AT&T IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES CAUSED IN ANY WAY BY THE PRECEDING HARDWARE, SOFTWARE OR OTHER ITEMS/ REQUIREMENTS FOR WHICH YOU ARE RESPONSIBLE.

AT&T’S TOTAL LIABILITY ARISING OUT OF THE PROTECH SUPPORT SERVICES, OR FROM AT&T’S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE, AT AT&T’S SOLE DISCRETION AND OPTION, TO RE-PERFORM THE PROTECH SUPPORT SERVICES OR (b) REFUND ONE MONTH SUBSCRIPTION FEE GIVING RISE TO A CLAIM, IF ANY. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL AT&T BE LIABLE TO YOU FOR ANY MORE THAN ONE MONTH’S SUBSCRIPTION FEE.

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 PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

### XIII. INDEMNIFICATION.

You agree to indemnify, hold harmless and release AT&T, its parent, affiliate and subsidiary companies and their directors, officers, employees and agents, which includes their third-party service providers, from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees, arising in any way from or relating to, directly or indirectly, your purchase or use of the ProTech support. This obligation shall survive termination of this Agreement (including termination of the ProTech support).

### XIV. GOVERNING LAW.

The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

### XV. DISPUTE RESOLUTION BY BINDING ARBITRATION.

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling the AT&T ProTech support customer service department at 888-562-8662. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

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

### ARBITRATION AGREEMENT

1. AT&T and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, or example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: Office for Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought

("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at [www.att.com/arbitration-forms](http://www.att.com/arbitration-forms).

3. After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [www.att.com/arbitration-information](http://www.att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
4. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:
  - pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

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

5. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, AT&T agrees that it will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

## XVI. IMPORT/EXPORT CONTROL.

You acknowledge that Services and any Software (including, but not limited to, technical assistance) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the Software or technical information must be in compliance with all such laws, conventions and regulations. You will not use, distribute, transfer or transmit any Software or technical information except in compliance with such laws, conventions and regulations. None of the Software or underlying information

or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any Software, you are agreeing to the foregoing and representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. If requested, you agree to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

#### **XVII. GENERAL INFORMATION.**

This Agreement, and any other policies or guidelines referenced herein, constitute the entire agreement between AT&T and you in connection with the ProTech support. This Agreement governs your use of the ProTech support, superseding any prior agreements between you and AT&T with respect to the subject matter of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, you and AT&T nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the impacted provision, and the other provisions of this Agreement will 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 ProTech support or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The failure of AT&T to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

#### **XVIII. RESERVATION OF RIGHTS AND TRADEMARK INFORMATION.**

You understand and agree you receive no title or right of ownership in the ProTech support or to any Software or other materials provided to you in connection with the Services. All title, including but not limited to copyrights and patent rights, in and to the ProTech support, Software or other materials related to the Services are owned by AT&T or its affiliates, licensors or suppliers. All rights not expressly granted are reserved by AT&T and its affiliates, licensors and suppliers. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other trademarks are the property of their respective owners.

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