

## 1.0 General Terms

Welcome to AT&T Connected Spaces!

By activating, using, or paying for any AT&T Connected Spaces Service(s), you agree to be bound by this AT&T Connected Spaces Service Agreement (“Agreement”). If you don’t agree, please contact us immediately to cancel your order and/or service and return any products.

**Please read this Agreement carefully. It requires you and AT&T to resolve disputes through arbitration on an individual basis rather than jury trials or class actions. It also governs how we handle your information, including information related to your Account and your location.**

### 1.1 Our Agreement

In this Agreement, unless otherwise specified, “AT&T,” “we,” “us” and “our” mean the AT&T affiliated companies and their successors and assigns and their partners, resellers, providers, contractors, software and hardware suppliers. “You,” “Your,” “user,” “subscriber,” “customer,” refers to the account holder or any other person who purchases, activates or uses the Connected Spaces Services we provide. “Device” means an authorized cellular IoT gateway, or authorized sensor that you purchase from AT&T or that we activate for AT&T Connected Spaces Services. “Charges” means any access and usage charges, taxes, surcharges, fees, including regulatory costs recovery fees, government fees, (whether assessed directly upon you or upon AT&T) and other charges we charge you or that were accepted or processed through your Account as further set forth herein.

AT&T offers products and services. This Agreement includes a set of universal terms (“General Terms”) and specific Service terms (“Service Terms”). You’re bound by the General Terms and the Service Terms for each AT&T Connected Spaces Service you purchase or use. In addition, your Agreement incorporates AT&T’s Privacy Notice (at [att.com/privacy](http://att.com/privacy)), Acceptable Use Policy (at [att.com/legal/terms.aup.html](http://att.com/legal/terms.aup.html)), any policies, product documentation or order record provided to you, and any other documents or terms specifically referenced in the applicable General Terms and Service Terms. In the event of a conflict between the General Terms and the applicable Service Terms, the Service Terms will govern our relationship with you.

### 1.2 Your Account and Account Access

You may need to set up one or more accounts (“Connected Spaces Account(s)” or “Account(s)”) in order to use AT&T Connected Spaces Services. You must ensure that any information you provide us in connection with your Connected Spaces Accounts and AT&T Connected Spaces Services, including contact information, is accurate and current.

You’re responsible for any activity that occurs on or through your AT&T Connected Spaces Accounts. We do not guarantee the security of your AT&T Connected Spaces Accounts. You must ensure that your Account information and password(s) for accessing your Accounts and personal information are secure. If you learn of any unauthorized use of any AT&T Connected Spaces Account, please contact us immediately.

**You agree that all users of your AT&T Connected Spaces Services (including minors), are subject to the limitations and obligations of this Agreement, including its arbitration provision**

**and Privacy Notice.** It's your duty to inform them of their limitations and obligations and to provide this Agreement to them.

You may designate individuals (such as family members, colleagues, or employees) to act on your behalf ("Authorized Users"). Authorized Users can manage your Connected Spaces Accounts, including changing or adding Services. You're responsible for all actions, changes, and additions made by any Authorized Users, and any other persons accessing or using your Account or Device(s). This includes, but is not limited to, purchases of apps and other add-on products and additional AT&T Connected Spaces Services.

### **1.3 Dispute Resolution**

**Please read this carefully. It affects your rights.**

#### **1.3.1 Summary:**

This part of the Agreement outlines how disputes between you and AT&T will be resolved through our informal dispute resolution process, individual arbitration, or small claims court. The informal dispute resolution process gives you the opportunity to explain what happened to someone in, or working with, our legal department. Under the terms of this Agreement, AT&T is encouraged to resolve issues early, without going any further.

An "arbitration" is a less formal alternative to a lawsuit or jury trial in court. A neutral third party, called an arbitrator, decides the dispute. The arbitrator applies the same law and can award the same individualized remedies that a court could award, but uses streamlined procedures and limits discovery to simplify the process and reduce costs. The arbitrator's decision is legally binding, and it is subject to very limited review by courts. **You and AT&T agree that arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted. This means that you and AT&T will neither file a lawsuit (in any court other than a small claims court), nor pursue or participate in an action seeking relief on behalf of others.**

***While subsection 1.3.2 lays out the specifics, here are the steps you would take to resolve a dispute:***

- **Contact customer service.** We encourage you to give customer service a call first. A phone call, chat session, or email with us is usually the quickest way to resolve an issue. Email [SpacesHelp@list.att.com](mailto:SpacesHelp@list.att.com) to find the right service or product team for your issue.
- **You choose.** If you aren't satisfied after talking to customer service, you can choose to file your individual claim in small claims court or send us a Notice of Dispute, which is required before starting arbitration.
- **Let's work it out.** If you decide not to go to small claims court, start the informal dispute resolution process by sending a Notice of Dispute to our legal department, which you can [complete and send online](#). You and AT&T agree to give each other at least 60 days to share information and try to reach an agreement. (We'll use the same process if we have a dispute with you.) At your or our request, we'll schedule an Informal Settlement Conference to try to reach an agreement by phone or video conference.

- **Pursue an arbitration.** If the dispute still isn't resolved, you can pursue an individual arbitration. The nation's largest non-profit arbitration provider, the American Arbitration Association (AAA), will administer the arbitration and select the neutral arbitrator, with input from both you and AT&T. Some things to keep in mind:
  - AT&T will usually pay all of the arbitration fees (with some exceptions).
  - Any hearings will be in the same county as your billing address in the USA, or they might be held by phone or videoconference.

There are special rules for coordinated (or mass) arbitrations, where the same lawyers or a group of coordinated lawyers seek to file 25 or more similar arbitrations. If you choose to be part of those proceedings, the cases will proceed in stages, so it might take longer to arbitrate your dispute than it would otherwise.

### **1.3.2 Arbitration Agreement**

#### **1.3.2.1 Claims Subject to Arbitration:**

To the greatest extent permitted by law, AT&T and you agree to arbitrate all disputes and claims between you and AT&T, except for claims arising from bodily injury or death. This arbitration provision 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, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before the existence of this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- 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 in Section 1.3 to "AT&T" or "we" include our past, present, and future parents, subsidiaries, affiliates, and related entities, as well as AT&T's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns. References in Section 1.3 to "you" include your past, present, and future parents, subsidiaries, affiliates, related entities, agents, employees, predecessors in interest, successors, and assigns; and all authorized or unauthorized users or beneficiaries of AT&T Connected Spaces Services or products under past, present, or future Agreements between you and AT&T.

**Small Claims Option.** Despite this arbitration provision, either you or AT&T may bring an action seeking only individualized relief in the small claims court for the county (or parish) of your billing address, so long as the action is not removed or appealed to a court of general jurisdiction.

This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Those

agencies can, if the law allows, seek relief against us on your behalf. **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 arbitration provision. This arbitration provision will survive termination of this Agreement.

#### **1.3.2.2 Pre-Arbitration Informal Dispute Resolution Process:**

Customer service is available to help and usually can resolve any concerns you may have. If that does not work, the first step in the dispute resolution process is to send a written Notice of Dispute ("Notice"). (We'll also send you a Notice to your billing address if we have a dispute with you.) You may download the Notice form at [att.com/arbitration-forms](http://att.com/arbitration-forms). The Notice to AT&T may be sent by U.S. mail or professional courier service to Legal Department - Notice of Dispute, AT&T, 208 S. Akard, Office #2900.13, Dallas, Texas 75202 (the "Notice Address"), or, alternatively, submitted electronically by following the instructions at [att.com/noticeofdispute](http://att.com/noticeofdispute). The Notice must include all of the information requested on the Notice form, including: (a) the claimant's name, address, and phone number; (b) the Account number at issue; (c) the services (if any) to which the claim pertains; (d) a description of the nature and basis of the claim or dispute; and (e) an explanation of the specific relief sought and the basis for the calculations. The Notice must be personally signed by you (if you are the claimant) or by an AT&T representative (if we are the claimant). To safeguard your Account, you might be required to provide both your authentication and consent for us to discuss your Account or share your Account information with anyone but you, including an attorney ("Authentication and Consent").

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim. During that period, either you or AT&T may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and AT&T must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and an AT&T representative must personally participate, unless otherwise agreed in writing. Your and AT&T's lawyers (if any) also can participate.

**Any applicable statute of limitations or contractual limitations period will be tolled** for the claims and requested relief in the Notice during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that the complete Notice (and Authentication and Consent, if required) is received by the other party, and the later of (1) 60 days later or (2) the date the Informal Settlement Conference is completed, if timely requested.

Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. (Subsection 1.3.2.7 contains additional requirements for commencing certain coordinated arbitrations.) All of the pre-arbitration dispute resolution requirements are essential so that you and AT&T have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the AAA may not accept, administer, assess, or demand fees in connection with such an arbitration. If the arbitration already is pending, it must be dismissed.

#### **1.3.2.3 Arbitration Procedure:**

You may download a form to initiate arbitration at [att.com/arbitration-forms](http://att.com/arbitration-forms). In addition, information on how to commence an arbitration proceeding, including how to file a consumer arbitration online, is at [adr.org/support](http://adr.org/support). A copy of the arbitration demand must be sent to AAA and the Notice Address, and a copy of the Notice must be attached to your arbitration demand.

The arbitration will be governed by the then-current Consumer Arbitration Rules (“AAA Rules”) of the AAA, as modified by this arbitration provision, and will be administered by AAA. (If AAA refuses to enforce any part of this arbitration provision, you and AT&T will select another arbitration provider. If there is no agreement, the court will do so.) The AAA Rules are available online at [adr.org](http://adr.org) or may be requested by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).)

As in court, you and AT&T agree that any counsel representing someone in arbitration certifies that they’re complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under AAA Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law against all appropriate represented parties and counsel.

All issues are for the arbitrator to decide, except only a court can decide the following:

- issues relating to the scope and enforceability of the arbitration provision,
- whether a dispute can or must be brought in arbitration,
- whether the AAA cannot or will not administer the arbitration in accordance with this arbitration provision,
- whether subsection 1.3.2.2 has been complied with or violated for purposes of awarding relief under that subsection that a court can award, and
- whether subsections 1.3.2.6, 1.3.2.7, or 1.3.2.8 have been complied with or violated.

The arbitrator may consider rulings in other arbitrations involving different customers, but an arbitrator’s ruling will not be binding in proceedings involving different customers.

Unless you and AT&T agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address in the USA. If your claim is valued at \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator or through a telephonic, videoconference, or in-person hearing under AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by AAA Rules. During the arbitration, the amount of any settlement offers must not be disclosed to the arbitrator until after the arbitrator determines the relief, if any, to which you or AT&T is entitled. Regardless of how the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Except as provided in subsection 1.3.2.6 below, the arbitrator can award the same damages and relief that a court can award under applicable law.

#### **1.3.2.4 Arbitration Fees:**

We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees if we initiate an arbitration. If you initiate arbitration of claims valued at \$75,000 or less, we will pay those fees, so long as you have fully complied with the requirements in subsection 1.3.2.2. In such cases, we will pay the filing fee directly to AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to AAA and request that AAA reimburse you. If, however, the arbitrator finds that either the substance of your claim or the relief sought 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 allocation and payment of all such fees will be governed by AAA Rules.

#### **1.3.2.5 Alternative Payment and Attorney Premium:**

If you fully complied with the requirements above in subsection 1.3.2.2 and the arbitrator issues an award in your favor that is greater than the value of our last written settlement offer made before the arbitrator was selected, then we will:

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

If we did not make a written offer to settle the dispute before the arbitrator was selected, and the arbitrator awards you any relief on the merits, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium, respectively.

Disputes regarding the payment and reimbursement of attorneys' fees, expenses, the Alternative Payment, and the Attorney Premium may be resolved by the arbitrator upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees and expenses is greater than the value of our last written settlement offer, the calculation will include only the reasonable attorneys' fees and expenses you incurred pursuing this arbitration through the date of our settlement offer.

The right to the Attorney Premium 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 arbitration provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the Attorney Premium and a duplicative award of attorneys' fees or expenses.

#### **1.3.2.6 Requirement of Individual Arbitration:**

The arbitrator may award relief (including, but not limited to, damages, restitution, declaratory relief, and 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, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and AT&T agree otherwise,

the arbitrator may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative, class, private attorney general, or public injunction proceeding.

If a court (after exhaustion of all appeals) declares unenforceable any of these prohibitions on consolidation or non-individualized relief (such as class, representative, private attorney general, or public injunctive relief), then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

#### **1.3.2.7 Administration of Coordinated Arbitrations:**

If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. **You agree to this process even though it may delay the arbitration of your claim.** In the first stage, claimants' counsel and AT&T will each select 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. If feasible, the arbitrators will be from the respective claimants' home states. If there are fewer than 50 cases, all will be filed in arbitration. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA must not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, and AT&T will pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA fees.

If this subsection applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subsection, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees.

This subsection and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this subsection is not enforceable, then the cases may be filed in arbitration and the payment of

AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

#### **1.3.2.8 Future Changes to Arbitration Provision:**

Notwithstanding any provision in this Agreement to the contrary, if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice via U.S. Mail within 30 days of the first notice of the change to Legal Department – Revised Arbitration Opt-Out, AT&T, 208 S. Akard, Office #2900.13, Dallas, Texas 75202. Include your name, address, phone number, account number, and a statement personally signed by you that you wish to reject the change to the arbitration provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and AT&T in accordance with the language of this version of the arbitration provision.

#### **1.3.2.9 Puerto Rico Customers:**

For Puerto Rico customers, all references to "small claims court" in this arbitration provision should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

#### **1.3.3 Forum Selection:**

Unless you and AT&T agree otherwise, to the greatest extent permitted by law, the state and federal courts in Dallas, Texas will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and AT&T consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

#### **1.4 How We May Contact You**

You agree that AT&T and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), can contact you regarding your Accounts, your AT&T Connected Spaces Services, and additional products and services that we or third parties may offer, using any means or method (including by phone, mail, email, text message (such as SMS/MMS), chat (such as RCS), push notifications, or other medium), as well as by including messages on online or within payment reminders for your AT&T Connected Spaces Services.

You agree that notices provided to you using any of these methods are considered received by you. You agree to provide accurate, current contact information about yourself, that you have authority to consent to communications to any phone numbers or email addresses you provide, and that you will promptly notify us if your contact information has changed.

You also agree that AT&T and its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies) can at any time send you email or other electronic messages to any phone number or email address associated with your AT&T Connected Spaces Services by any means, including an automated system that sends preset messages.



You further agree that any calls or messages sent to numbers or email addresses you provide to AT&T or its current and future affiliates, assignees, successors, employees, agents, and others acting or purporting to act on our behalf (for example, outside collection agencies), or to numbers or email addresses associated with your AT&T Connected Spaces Services, may be sent using an automatic telephone dialing system, artificial or prerecorded voices, or other automated dialing equipment such as a predictive dialer, and that you cannot revoke your consent to be contacted in this manner.

**Please review your Account, and or other means we have communicate with you for your messages.** We will send important messages to you through these means and messages. You are deemed to have received these notices once available for viewing via these means and methods.

Communications to you may include, but are not limited to, emergency alerts, updates to this Agreement, communications regarding payments or past-due balances, and information concerning promotions regarding any AT&T Connected Spaces Services or products or services offered by our third-party partners. You are not required to agree to receive promotional communications to purchase any AT&T Connected Spaces Services. **You can unsubscribe from promotional emails, calls, or messages by following the unsubscribe options** in the promotional communication itself or in the AT&T Privacy Notice. For more information about your rights and choices regarding how we communicate with you, visit [about.att.com/privacy/privacy-notice.html#privacy-choices](https://about.att.com/privacy/privacy-notice.html#privacy-choices).

### **1.5 Termination or Suspension of AT&T Connected Spaces Services**

You may cancel or terminate any of your AT&T Connected Spaces Services at any time. If you cancel an AT&T Connected Spaces Service:

- you might lose any discounts;
- you are responsible for all Charges until your Account is cancelled;
- you will not receive a proration of Charges even if your AT&T Connected Spaces Services are terminated before the end of a monthly term;
- some AT&T Connected Spaces Services may not work (or work the same way) after the cancellation and any licenses to use any associated Software are terminated;
- Your data, files or other information associated with the Account may be deleted.

AT&T reserves the right to modify, suspend, or discontinue any function or feature of any AT&T Connected Spaces Service, including your rates or charges, or to terminate your AT&T Connected Spaces Service entirely, for any reason, including but not limited to:

- compliance with an order by a state or federal agency, court, or arbitrator;
- any interruption or loss of either your or AT&T's rights to access any part of the network facilities required to provide your services, including rights to access the land or buildings where the facilities are located; or

- any Misconduct by you or any user of your Account. “Misconduct” includes but is not limited to:
  - any conduct that we believe violates this Agreement or AT&T’s Acceptable Use Policy;
  - any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
  - any abusive, fraudulent, or unlawful use of any AT&T Connected Spaces Services;
  - providing us with false or misleading information about you, users of your AT&T Connected Spaces Services, or use of AT&T Connected Spaces Services, including inaccurate information related to your creditworthiness;
  - any use of AT&T Connected Spaces Services in a manner that negatively affects our or other entities’ networks, customers, or operations, or that infringes anyone’s intellectual property rights, violates others’ privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;
  - any reselling of AT&T Connected Spaces Services (including selling use of or access to AT&T Connected Spaces Services);
  - any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment (such as a deterioration in your creditworthiness); or
  - any use of the AT&T Connected Spaces Services other than for its intended purpose including but not limited: reverse engineering any aspect of the Service or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any part of the Service Copy frame or mirror any part of the Service, other than copying or framing n your own intranet or otherwise for your own internal business; use of any data mining, robots or similar gathering or extraction methods designed to scrape or extract data from our Services; develop or use any applications except those provided by AT&T.

Regardless of the reason or whether you or we terminate your AT&T Connected Spaces Services:

- unless required by applicable law, there is no proration of charges and you are still responsible for the full month’s payment even if your AT&T Connected Spaces Services are terminated before the end of a billing cycle;
- any Account balance or unused portion for the terminated AT&T Connected Spaces Service (such as a prepaid service) will not be refunded or credited back;
- your access to the Account will be deactivated; and

- we reserve the right to delete any data, files, or other information associated with you or your AT&T Account or terminated AT&T Connected Spaces Services.

If any of your AT&T Connected Spaces Services are suspended, you are still responsible for paying any applicable charges for that AT&T Connected Spaces Service.

### 1.6 Disclaimer of Warranties

**You're using AT&T Connected Spaces Services at your own risk. Unless expressly set out in this Agreement, AT&T Connected Spaces Services are provided on an "as is" and "as available" basis, without warranties or guaranties of any kind. To the greatest extent permitted by law, AT&T (including our past, present, and future parents, subsidiaries, affiliates, related entities, as well as AT&T's and all of those entities' officers, agents, employees, licensors, partners, resellers, providers, contractors, software and hardware suppliers, predecessors in interest, successors, and assigns) expressly disclaims all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade.** No one is authorized to make warranties on our behalf. We do not guarantee that AT&T Connected Spaces Services will meet your requirements, be of a particular quality, or speed, or will be uninterrupted, error-free, accurate, secure, maintained, and kept free from viruses or other harmful components. There is no security or protection guarantee against unauthorized access to your AT&T Connected Spaces Services, personal information, or Connected Spaces Account. We do not guarantee that AT&T Connected Spaces Services are suitable for use by you in situations in which other customer stories or use cases have been marketed or advertised. AT&T does not guarantee that AT&T Connected Spaces Services are suitable for use in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or financial loss. We also do not guarantee that AT&T Connected Spaces Services will be interoperable with your hardware or software and that incompatibility won't lead to damage or loss of data.

### 1.7 Limitations of Liability

You agree that:

- AT&T is not an insurer of AT&T Connected Spaces Services, nor can it insure the accuracy of your information or the privacy or security of your AT&T Connected Spaces Accounts;
- AT&T has no control over the acts and conduct of third parties;
- AT&T is not responsible for losses incurred as a result of your or a third-party's use of your AT&T Connected Spaces Account or other AT&T Connected Spaces Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account;

**To the greatest extent permitted by law, AT&T is not liable for any reason to you, or any user or beneficiary of AT&T Connected Spaces Services, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages, including but not limited to damages for personal injury; property damage; or loss of revenue, profits, business, goodwill, use, data, or other**

tangible or intangible losses (even if we've been told of the possibility of those damages) resulting from, for example:

- use of AT&T Connected Spaces Services (which includes equipment, dashboard and online account);
- the performance or nonperformance of AT&T Connected Spaces Services;
- the actions or inaction of AT&T or its agents with respect to the provision or delivery of any AT&T Connected Spaces Services or that relate to your AT&T Connected Spaces Account or our relationship with you;
- any action of a third-party, such as unauthorized access to your AT&T Connected Spaces Accounts or AT&T Connected Spaces Services (including the use of your AT&T Connected Spaces Accounts or AT&T Connected Spaces Services to access a third-party account); or
- any alleged actions or representations, statements, promises, or agreements by AT&T that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of AT&T Connected Spaces Services;

To the greatest extent permitted by law, **AT&T is not liable to you for any damages of any kind** resulting in any way from:

- maintenance, removal, or technical support of AT&T Connected Spaces Services, **even if the damage results from the ordinary negligence of our representative;**
- any unauthorized access to your AT&T Connected Spaces Accounts or AT&T Connected Spaces Services (including the use of your AT&T Connected Spaces Accounts or AT&T Connected Spaces Services to access a third-party account), **even if the unauthorized access was the result of ordinary negligence by an AT&T employee, representative, agent, or any person or entity purporting to act on AT&T's behalf;**
- any inability to reach 911 or other emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations;
- the use, inability to use, or the lack of interoperability between AT&T Connected Spaces Services and any third-party hardware, software, or service;
- the loss of your information, such as missed or deleted data, text messages, emails, pictures, or files; or
- any interruption, error, limitation, delay in any AT&T Connected Spaces Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.

To the greatest extent permitted by law, **our total liability to you (under any legal theory) is a credit or refund that must not exceed the total amount of charges you paid us or the third party seller for the applicable AT&T Connected Spaces Service during the shorter of (i) the preceding 24-month period or (ii) the period in which you experienced the issue giving rise to your claims.**

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To the greatest extent permitted by law, **you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim** (this contractual limitations period is tolled by the submission of a valid Notice of Dispute under subsection 1.3 of this Agreement).

Each of the limitations of liability in this Agreement will apply to claims you bring against third parties to the extent that we would be required to indemnify that third-party. If applicable law prohibits a limitation in this Agreement, all other limitations will apply to the greatest extent permitted by law. References in Section 1.7 to “AT&T” and “we” include our past, present, and future parents, subsidiaries, affiliates, and related entities, partners, resellers, providers, contractors, software and hardware suppliers as well as AT&T’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns.

## **1.8 Indemnification**

To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend AT&T (including our past, present, and future parents, subsidiaries, affiliates, and related entities, licensors, partners, Resellers, providers, contractors, software and hardware suppliers as well as AT&T’s and all of those entities’ officers, agents, employees, licensors, predecessors in interest, successors, and assigns) from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly:

- your or your Authorized Users’ access to, use of, or inability to access or use any AT&T Connected Spaces Service;
- any violation by you or your Authorized Users of this Agreement;
- your or your Authorized Users’ violation of law (including negligence, willful misconduct, and infringement of anyone’s intellectual property rights); or
- any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to this Agreement or any AT&T Connected Spaces Service.

## **1.9 Charges and Payments**

### **1.9.1 Charges**

You are responsible for paying all Charges for AT&T Connected Spaces Services provided under this Agreement, including Charges made by any person you permit to have direct or indirect access to your Account even if you did not authorize its use. These include, but are not limited to, (a) monthly access charges; (b) Devices; (c) taxes, fees and other assessments imposed by the government

that we may be required to collect and remit to the government, (d) other fees and charges including activation, reactivation, prepayment, convenience payment, restocking, express delivery, program, or other fees, including specific transaction fees, relating to Connected Spaces Services and Devices purchased from us, and (e) surcharges that we collect and retain from our customers that include, but are not limited to, Federal or State Universal Service fees, regulatory charges, administrative fees, and government taxes or fees imposed on gross receipts, sales and/or property that we incur in providing Connected Spaces Services to our customers. Surcharges are not taxes, and we are not required by the government to collect them from you. We determine the rate of these charges, and the amounts are subject to change.

### **1.9.2 Billing**

Your third party seller will provide you a monthly bill. You will not have access to detailed usage records for AT&T Connected Spaces Services, and we will not provide you with monthly bills.

### **1.9.3 Payments and Account Balance**

The availability of AT&T Connected Spaces Services depends upon your payment in advance of all Charges when they are due to the third-party seller. If your payment fails, AT&T Connected Spaces Services may be suspended and/or canceled. Charges for our AT&T Connected Spaces Services and the amount of time Services are available following activation may vary. When your Account is canceled, your data, access to the dashboard or account may be deleted and any identifiers associated with your Account may no longer be available to you.

## **1.11 Privacy**

### **1.11.1 Privacy Notice:**

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please see the AT&T Privacy Notice located at [att.com/privacy](http://att.com/privacy).

### **1.11.2 Use by Children:**

Children under the age of 13 should not be permitted to access AT&T Connected Spaces Services unless allowed by an Account holder who is their legal guardian. By permitting a child to access an AT&T Connected Spaces Service, you are giving your child access to all features (such as email, texts, and device applications), the internet, and a broad range of third-party content. It is your sole responsibility to determine whether the features are appropriate for a minor.

AT&T is not responsible for any content accessed by you or minors. In addition, AT&T does not guarantee the accuracy of any access controls available from AT&T, and you agree that you will not hold us liable for any loss or damage of any kind incurred as a result of the use of any such access controls.

## **1.12 Governing Law**

The law of the state in which we currently provide you with AT&T Connected Spaces Services (or, for wireless service, the state of your current billing address or current address of record) governs this Agreement, except to the extent that law is preempted by or inconsistent with applicable federal law.

### **1.13. Definition of Software:**

The term “Software” means the following: (a) any application related to the Services or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (b) any updates, modifications, or enhancements to it; and (c) any specific AT&T or vendor web site to which the Software directs you via any browser.

#### **1.13.1 Export Limits:**

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. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or “foreign person” as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

### **1.14 Intellectual Property Rights**

You do not own any intellectual property rights in any information that we provide or use to deliver AT&T Connected Spaces Services.

### **1.15 Information, Content, Services, And Applications Provided By Third Parties**

WE ARE NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT AND WE ARE NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OTHER INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. AT&T, its service providers, and its suppliers—in providing information, services, applications, content, or products—do not underwrite, or assume your risk in any manner whatsoever. You agree that your use of third-party information, applications, services, content, or products is at your own risk, for which we’re neither responsible nor warrant their safety, quality, or appropriateness and we do not provide customer service, repairs, or other support.

Third-party content or service providers may impose additional charges. Any information you provide to third parties is governed by their policies or terms.

We reserve the right in our sole discretion to restrict or deny access to any third-party content or other third-party information, application, services, or products.

### **1.16 Assignment and Third Parties**

#### **1.16.1 Assignment:**

We may assign this Agreement or parts of this Agreement to any third party without your consent and without notice to you, but you cannot assign the Agreement or any rights or legal claims arising

from it without our prior written permission. Upon any assignment of this Agreement by AT&T, all references in this Agreement to "AT&T" "we," "us," or "our" shall refer solely to the assignee of this Agreement and shall no longer refer to AT&T or its affiliates. From the date of an assignment by AT&T, we will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that AT&T will have no liability or obligation to you if this Agreement is assigned by AT&T, and your recourse for any liabilities or obligations will be solely limited to the assignee of this Agreement.

#### **1.16.2 Third parties:**

Except as stated in this Agreement, anyone who uses or benefits from your AT&T Connected Spaces Services is not a third-party beneficiary who can enforce this Agreement against you, us, or anyone else.

#### **1.17 About this Agreement**

##### **1.17.1 Your Ability to Contract:**

By agreeing, acknowledging, or signing any agreement or terms and conditions or otherwise activating, using, or paying for any AT&T Connected Spaces Service – which constitutes acceptance of this Agreement – you’re confirming that you’re over the age of majority and have the capacity to enter into binding contracts. In addition, if you’re using AT&T Connected Spaces Services on behalf of any entity, such as a corporation or other organization, you’re accepting this Agreement on that entity’s behalf. If that entity has separately entered into a business agreement with us, those business terms control.

##### **1.17.2 Changes to Agreement:**

We may add, modify, or delete any terms, conditions, rates, or fees for any AT&T Connected Spaces Service at any time. We will provide you with notice of changes that are materially adverse to you (this does not include changes in fees or surcharges imposed by the government and passed onto you or changes to rates, fees, or surcharges within limits set forth in this Agreement or any incorporated documents) by email, online Account message, text or other message, posting on the website for your AT&T Connected Spaces Service, mail, or other method we deem practicable. We also may provide you with notice of non-material changes in our sole discretion. Your continued use or payment for AT&T Connected Spaces Services after the effective date of the change means you have accepted the change. If we notify you of a materially adverse change concerning an AT&T Connected Spaces Service during your Service and if you don’t accept the change, you must immediately cancel the AT&T Connected Spaces Service. Continued use of the AT&T Connected Spaces Service is your acceptance of any changes.

##### **1.17.3 Conflicting Terms:**

This Agreement supersedes any prior agreement between us regarding your AT&T Connected Spaces Services. In the event of a conflict between this Agreement and an applicable EULA, this



Agreement controls unless the EULA specifically states otherwise. The English version of this Agreement is the original one. If there is a conflict between it and any translated version, the English version controls.

#### **1.17.4 Severability:**

If any provision of this Agreement is found to be unenforceable, **the remaining provisions will remain in full force and effect.**

#### **1.17.5 Survival:**

Although you or we can terminate this Agreement, some terms will continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution (subsection 1.3), disclaimer of warranties (subsection 1.6), limitations of liability (subsection 1.7), indemnification (subsection 1.8), and governing law (subsection 1.12).

#### **1.17.6 Entire Agreement:**

This Agreement constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us, either written or oral. This integration clause means that, to the greatest extent permitted by applicable law, you cannot rely on marketing materials or statements or promises by our employees or agents to modify the terms of this Agreement.

#### **1.17.7 Operational Limits/Force Majeure:**

Our ability to provide AT&T Connected Spaces Services to you is subject to the availability and the operational limitations of the equipment and associated facilities, including third-party networks that AT&T does not control. You understand and agree that temporary interruptions or delays of AT&T Connected Spaces Services may occur, and that AT&T is not liable for them. In addition, we aren't responsible for interruptions or delays caused by events outside our control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond our reasonable control.

#### **1.17.8 Non-Waiver of Rights:**

We may decide not to enforce rights or remedies under this Agreement in specific instances. That decision is not a waiver of any of our rights or remedies.

## **2.0 AT&T Connected Spaces Service Terms**

### **2.1 AT&T Connected Spaces Service Description**

Your AT&T Connected Spaces Service is a monthly subscription solution that consists of Devices, wireless data connectivity between the Devices, access to an online dashboard that allows Customer to receive information from sensors for a limited period of time, and the capability to set up alerts and notifications about such information for Customer to use solely in accordance with the terms and conditions of this Agreement in the U.S. Devices are purchased separately and not paid for as part of the monthly subscription Charge. Each Customer site for Connected Spaces

requires a Connected Spaces gateway, and every gateway requires a Connected Spaces subscription.

Two subscription options are available:

- (1) **AT&T Connected Spaces Subscription:** This option includes the AT&T Connected Spaces solution. Basic support is provided, which consists of Web, email, and chat/chatbot support. Email support is available during regular business hours: Monday - Friday, 9AM - 8PM EST with response within 16 business hours. Surcharge and taxes may apply.
- (2) **AT&T Connected Spaces Subscription + Premium Support:** This option includes everything from the Standard Subscription but adds phone support and quicker email response times to within 8 business hours. Surcharge and taxes may apply.

Your AT&T Connected Spaces Service does not include—wireless connectivity for internet access and you may incur additional charges for use of alert and notification features through your third party vendor.

## **2.2 Intended Use:**

AT&T Connected Spaces Services are intended for non-critical business commercial use in a store or office location in the US only. Customer is not permitted use the AT&T Connected Spaces Service if you are located in or your use may be subject to the laws of any other jurisdiction or authority outside the U.S. While the AT&T Connected Spaces Services may be used to monitor and get feedback from settings in a business, such feedback are for informational purposes only and as stated herein, it is the Customer's responsibility to determine the appropriate use, and /or response to all information received from or in connection with the AT&T Connected Spaces Service. AT&T does not intend use of AT&T Connected Spaces Services to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that AT&T Connected Spaces Services satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use AT&T Connected Spaces Services for any purpose or in any manner involving transmitting protected health information to AT&T unless you have received prior written consent to such use from AT&T.

AT&T Connected Spaces Services is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of AT&T Connected Spaces Services could lead to severe physical or environmental damages ("High Risk Activities"). Customer will not use the AT&T Connected Spaces Services for any High Risk Activities.

### **2.2.1 Availability:**

Service is available only in the continental United States, Alaska, and Hawaii. Service is not intended for person to person communications such as voice calls, or SMS, consumer entertainment applications, continuous video streaming, web hosting, or public or guest Wi-Fi. When used indoors, AT&T Connected Spaces Service requires sufficient in-building cellular coverage to work optimally. Many things can affect the availability and quality of your cellular

coverage including, but not limited to, your device and applications, your proximity to the cell site, cell site capacity, terrain, buildings, foliage, AT&T network management practices, and weather. You should assess whether there is sufficient cellular coverage (in building or otherwise) at your desired location(s).

### **2.2.2 Device:**

Title to and risk of loss of Devices passes to Customer upon delivery to transport carrier for shipment to Customer's designated location.

### **2.2.3 Software Updates:**

Software Updates. Software may require an update. Updates includes bug fixes, improvements to the user interface, or how Customer can access the account, for security purposes, and other changes that may add, change, or remove certain features and functionality. Updates are necessary to the operation and functionality of the AT&T Connected Spaces Services. Updates may be automatically installed without providing any additional notice or obtain any additional consent from you and you hereby consent to these automatic updates. These updates will be installed via the internet (data charges from third parties may apply) and complete in the background. Some updates may require you to restart the Service and/or other devices. AT&T is not responsible to Customer or to any third party for any modifications, suspension or discontinuance of Service or any part thereof.

## **2.3 License and Other Terms**

Software, Device and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider, or the manufacturer.

We utilize different network technologies in our wireless network and not all hardware work on all wireless technologies. We do not guarantee that you will receive any specific network capability at any given time, including any particular network speed. Actual network speeds depend upon device characteristics, network technology, availability, coverage, tasks, file characteristics, applications and other factors.

AT&T Connected Spaces Services may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, network management, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

## **2.4 Service Requirements**

### **2.4.1 Setting up Alerts and Notifications:**

Customer acknowledges that when Customer uses the AT&T Connected Spaces Service and sets up certain features such as alerts and notifications, such alerts and notifications are not delivered by the Connected Spaces Service and may inter-operate with third party products and services including without limitation data storage services, communication technologies, internet and

mobile operators (Third Party Services”). Use of the Services will be subject to this Agreement, as well as applicable terms between Customer and the Third Party Service Providers to the extent such third party terms are applicable to Customer. Customer is responsible for obtaining data network access to receive alert notifications and messages on Customer mobile devices or computer. Customer acknowledges that the AT&T Connected Spaces Services does not cover charges for alert notifications and messaging that the connectivity is solely between the AT&T Connected Spaces gateway and sensors. AT&T does not guarantee that the AT&T Connected Spaces Services will function on any particular hardware or device. Customer acknowledges that the AT&T Connected Spaces Service is subject to malfunction, interruption, data loss and delays inherent in the use of the internet and electronic communications.

In some cases you have the option to set up alerts and notifications and to contact a Connected Spaces Support Team. The Support Team is provided to support troubleshooting the AT&T Connected Spaces Services and **not to provide emergency support. Please call 911 or other emergency responders or other designated authorities if you believe the health or safety of a person might be at risk.**

**2.4.2 Confidential Information.** When either AT&T or Customer shares Confidential Information with the other party under this Agreement, for the later of 3 years from last paid bill, the recipient must: (i) only use the Confidential Information in connection with the Agreement or in anticipation of providing Services under the Agreement (including pricing or other proposals); (ii) only reproduce the Confidential Information as necessary to consider, provide or receive Services; (iii) only disclose Confidential Information to employees, contractors or agents with a need to know (but not under any circumstances to parties that are competitors of the party that provided the Confidential Information), and require those employees, contractors or agents to also commit to confidentiality commitments like those in the Agreement; (iv) except as permitted by (iii), not disclose the information to any third party without prior written approval; and (v) protect the Confidential Information with at least the same degree of care applied to its own proprietary information, but in no case less than what would be considered reasonable care. The receiver of Confidential Information is responsible for its employees and agents maintaining confidentiality.

#### **2.4.3 Privacy and other laws:**

Privacy and other laws applicable to Customer’s use of the AT&T Connected Spaces Services. Customer agrees it is Customer’s responsibility, and not AT&T, to ensure that Customer complies with any applicable laws when Customer uses the AT&T Connected Spaces Services including but not limited to any laws relating to record or sharing data content, requiring notice to be given or consent to be obtained with respect to your use of the AT&T Connected Spaces Services (e.g. laws or regulations requiring you to display appropriate signage advising others that sensor recording is taking place); requiring the installation of hardware which takes readings or sensor information to be installed beyond the boundaries of your setting, property (including public spaces); and/or requiring that if Customer’s property is a workplace, Customer must comply with the laws governing monitoring of employees.

#### **2.4.4 Prohibited Uses of AT&T Connected Spaces Services**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. To ensure the activities of some users do not impair the ability of all our customers to have access to reliable services provided at reasonable costs, we forbid certain activities and uses (“Prohibited Network Uses”). We may take any and all reasonable actions necessary to prevent and stop Prohibited Network Uses or any other violation of AT&T’s [Acceptable Use Policy](#). Prohibited Network Uses include use of AT&T Connected Spaces Service that, in AT&T’s sole determination:

- hinders other customers’ access to the wireless network;
- involves a mechanism that is used to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission;
- negatively affects our network or compromises network security or capacity;
- excessively and disproportionately contributes to network congestion;
- adversely impacts network service levels or legitimate data flows;
- degrades network performance;
- causes harm to other customers;
- tethers a wireless Device or to a computing device;
- tethers a wireless Device to a home gateway or router as an Internet backup;
- uses any Device for wireless service with an ineligible rate plan;
- constitutes the reselling of any AT&T Connected Spaces Service; or
- is excessive or unreasonable.

## **2.5 Examples of Prohibited Network Uses of AT&T Connected Spaces Service:**

Unless otherwise permitted by AT&T in this Agreement, Service may not be used in any manner that: defeats, obstructs, penetrates, or attempts to defeat, obstruct, or penetrate, the security measures of AT&T’s wireless network or systems, or another entity’s network or systems; accesses, or attempts to access without authority, the accounts of others; or adversely affects the ability of other people or systems to use either AT&T Connected Spaces Services or other parties’ internet-based resources. For example, this prohibition includes, but is not limited to: malicious software or “malware” that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; “denial of service” attacks against a network host or individual user; and “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial or bulk email).

Unless otherwise permitted by AT&T in this Agreement, Service may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers’ access to the network, or degrading network performance. For example, this includes, but is not limited to: server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; “auto-responders,” “cancel bots,” or similar automated or manual routines that generate excessive

amounts of traffic or that disrupt user groups or email use by others; use of the Service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active internet connections when a connection would otherwise be idle or any “keep alive” functions.

Service also may not be used with high bandwidth applications, services and content that are not optimized to work with the Service and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices; web broadcasting; and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices.

## **2.6 AT&T’s Rights to Change, Reduce, Cancel, Suspend, Interrupt or Terminate AT&T Connected Spaces Service or the Agreement**

AT&T can take any and all actions necessary to protect the AT&T wireless network, ensure compliance with this Agreement and prevent and/or stop Prohibited Network Uses. AT&T may also change, reduce, interrupt, suspend, limit or cancel your AT&T Connected Spaces Service or terminate your Agreement without advance notice for any reason, including, but not limited to the following actions by you or any user of your Device or on your Account:

- misconduct described by subsection 1.5;
- living or predominantly using AT&T Connected Spaces Service outside of the AT&T owned and operated domestic network coverage area;
- off-net roaming usage; and
- engaging or attempting to engage in Prohibited Network Uses.

We may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the limited availability of wireless bandwidth and spectrum. We may reduce your data throughput speeds at any time or place according to your rate plan.

## **2.7 Terms Applicable to Use of Your Device:**

We may periodically change your Device’s preloaded software, apps or programming remotely, without notice (e.g., to update Device software or direct your Device to use network services most appropriate for your typical usage). We may also remotely program or reconfigure your Device upon activation on the AT&T network and at other times, as well as install additional software and apps.

You cannot (nor can you allow anyone else to) make any modifications to any Device purchased from AT&T or its programming to enable it to operate on any other system. We may, at our sole discretion, modify the programming of your Device to enable operation on other systems. You may not tamper with, replace, or modify your Device operating system from its original equipment manufacturer specifications and capabilities.

You are solely responsible for complying with United States Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

## **2.8 AT&T Use of Location Information**

AT&T collects information about the location of your Device from our network and from your Device. We monitor, collect, and use this location information, together with other information we get from our network and your Device, to provide AT&T Connected Spaces Service to you. We also use it to maintain and improve our network and the quality of your wireless experience.

**For more information about the how we may collect and use information, including location, please refer to the AT&T Privacy Notice at [att.com/privacy](http://att.com/privacy).**

## **2.9 Charges, Fees and Payments**

### **2.9.1 Prepayment and no proration**

You agree to pay in advance for your third party seller for your monthly subscription and there is no proration of Charges if your monthly subscription is terminated. If you have any disputes regarding Charges, contact the third party seller.

### **2.9.2 Primary Place of Use:**

To determine your primary place of use (“PPU”) and which jurisdiction’s taxes and assessments to collect, you’re required to provide us with your street address. If you don’t provide us with such address, or if it falls outside our licensed Services area, we may either reasonably designate a PPU within the licensed Services area for you or discontinue service. You must live and have a mailing address within AT&T’s owned network coverage area or its assignee’s or successor’s.

## **2.10 Disclaimer of Warranties and Limitations of Liability for AT&T Connected Spaces Service**

### **2.10.1 Disclaimer of Warranties:**

Unless prohibited by law, the following limitations of liability apply in addition to the disclaimers in Section 1.6. We and our predecessors in interest, successors, and assigns, as well as our past, present and future subsidiaries, affiliates, related entities, licensors, partners, resellers, providers, contractors, software and hardware suppliers and each of those entities’ officers, agents, employees, and licensors make no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, accuracy, security, or performance regarding any Device, AT&T Connected Spaces Service, Software or applications. Because of inherent limitations in wireless communications, and because we cannot control your choice or use of wireless Devices, to the maximum extent permitted by law, in no event will AT&T be liable, for any:

- act or omission of a third party we do not control;
- damage or injury caused by third party information, applications or content (e.g. apps, games, etc.) preloaded, accessible, or used through your Device;
- damage or injury caused by interruptions, failures to transmit, or delays in the AT&T Connected Spaces Service provided by or through us;
- damage or injury caused by your use of AT&T Connected Spaces Service provided by us while you are operating a vehicle;

- claims against you by third parties;
- unauthorized access to your Device, AT&T Connected Spaces Service, or AT&T Connected Spaces Account;
- damage or injury caused by a suspension or termination of AT&T Connected Spaces Service by AT&T; or
- damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

#### **2.10.2 Limitations of Liability for AT&T Connected Spaces Services:**

In addition to the limitations of liability set forth in Section 1.7, your AT&T Connected Spaces Service is also subject to the following additional limitations of liability.

AT&T is not responsible for loss or disclosure of any information you transmit or provide to us. AT&T's Connected Spaces Services are not equivalent to wireline internet. AT&T is not responsible for nonproprietary services or their effects on Devices.

We may, but do not have the obligation to, refuse to transmit any information through the AT&T Connected Spaces Services and may screen and delete information prior to delivery of that information to you. There are gaps in service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

Notwithstanding the foregoing, if your AT&T Connected Spaces Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly subscription fee for the time period your AT&T Connected Spaces Service was unavailable, not to exceed the monthly subscription fee. Our liability to you for AT&T Connected Space Service failures is limited solely to the credit set forth above. AT&T is not liable to you for changes in operation or technology that cause or render your Device and/or software to be obsolete or require modification.

References in this Section 2.10.2 to "AT&T" and "we" include our past, present and future parents, subsidiaries, affiliates, and related entities, licensors, partners, resellers, providers, contractors, software and hardware suppliers as well as AT&T's and all of those entities' officers, agents, employees, licensors, predecessors in interest, successors, and assigns.