

**CREDIT SALE CONTRACT /RETAIL INSTALLMENT CONTRACT/RETAIL
INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/
CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT
SUBJECT TO STATE REGULATION**

SELLER/CREDITOR: New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
1025 Lenox Park Boulevard NE, Atlanta, GA 30319

BUYER'S NAME:
BUYER'S PHONE NUMBER:
BUYER'S ADDRESS:
DESCRIPTION OF WIRELESS COMMUNICATIONS DEVICE:
INSTALLMENT ID:

FEDERAL RESERVE IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of <u>\$0.00</u> is
0.00 %	\$0.00	\$ _____	_____	\$ _____

Your Payment Schedule Will Be

Number of Payments _____
Amount of Payment \$_____
When Payments Are Due Monthly beginning with your next bill cycle
(see your Customer Service Summary for bill cycle details)

Security. As described in greater detail below, you are granting to AT&T a purchase money security interest in the Wireless Communications Device described above ("Device") that you are purchasing pursuant to this Agreement.

Late Charge. No late charges will be assessed under the terms of this Agreement. (Late charges will be assessed for late payment of non-installment charges on your bill as specified in your Wireless Customer Agreement or, if applicable, your business agreement (the "Service Agreement").)

Prepayment. If you pay off all of your debt early, you will not have to pay a penalty.

Service Deposit (if applicable). The annual percentage rate does not take into account any required service deposit.

Additional Information. See this Agreement for more information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED of \$_____

\$_____ PURCHASE PRICE
- \$0.00 DOWN PAYMENT
\$_____ AMOUNT FINANCED
\$0 PREPAID FINANCE CHARGE

By signing this Credit Sale Contract /Retail Installment Contract/Retail Installment Obligation/Retail Installment Sale Agreement/Conditional Sales Contract/Security Agreement (the "Agreement"), you, the Buyer, choose to buy the Device on [\[Logo here\]](#)

credit under the terms disclosed in this Agreement. Unless your billing address is in Vermont or Rhode Island, you hereby grant to AT&T a purchase money security interest in (i) the Device, (ii) any and all cash proceeds of the Device, including without limitation any debit card or cash received by you upon disposition or sale thereof or in exchange therefore, and (iii) all non-cash proceeds thereof, to secure the payment and performance of your obligations hereunder (collectively, the "Secured Obligations"), including without limitation, any unpaid Amount Financed, any Finance Charge, and subject to applicable law, the reasonable and actual expenses of retaking, processing and disposing of the Device upon an event of default (which shall, include reasonable attorneys' fees), which security interest will continue until AT&T has received payment in full of the Secured Obligations. Buyer and AT&T intend and agree that this Agreement constitutes a security agreement and that Buyer's grant of a security interest to AT&T pursuant to this Agreement is a "purchase money security interest" in the Device and the "proceeds" thereof as defined in the Uniform Commercial Code in effect in the state of Buyer's billing address at the time this Agreement is signed. You agree to pay the Seller/Creditor or any assignee (also, "AT&T," "We" or "Us") the Amount Financed and any Finance Charge in U.S. funds according to the payment schedule above. The Truth-in-Lending Disclosures above are part of this Agreement.

Sample – not for signature

[Logo here]

IMPORTANT TERMS – PLEASE READ THIS

1. DISPUTE RESOLUTION BY BINDING ARBITRATION

1.1 Summary of Arbitration Agreement. Please read this carefully. It affects your rights.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. **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.

1.2 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, for 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

[Logo here]

New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

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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 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 Consumer Arbitration Rules ("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, 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 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 an 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.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

1.3 Puerto Rico Customers

For Puerto Rico customers, references to "small claims court" in sections 1.1 and 1.2 should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

2. **RESPONSIBLE PARTY.** As used herein, "you" or "Buyer" means an individual or a business entity that is the customer of record. If you are an individual signing on behalf of an entity or another individual, you represent that you are authorized to sign on their behalf and, if it is determined that you are not so authorized, you understand and agree to be personally responsible for and guarantee payment of any sums that become due under this Agreement.
3. **CREDIT QUALIFICATION.** AT&T may check your credit with a credit reporting agency or use your existing credit information on file with AT&T affiliates. AT&T may terminate this Agreement prior to your receipt of the Device if it is determined that you fail to meet credit qualification requirements.
4. **PAYMENTS.** Payments are due as stated in the payment schedule disclosed above. A bill for each payment will be included as part of the bill that you will receive for service under your Service Agreement. Payments that you make will be applied in the following order: first to past due balances, then pro-rata to balances due under this Agreement and under your Service Agreement. Your obligation to make payments under this Agreement is not contingent upon AT&T's delivery of service.
5. **PREPAYMENT.** You may pay the total amount due under this Agreement at any time before the final scheduled payment is due. If you make a partial prepayment in order to become upgrade eligible, there will be no changes in the due dates or amount of your scheduled payment.
6. **RISK OF LOSS; INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the entire term of this Agreement. Even if the Device is lost, stolen or damaged, you remain obligated for the Total of Payments. We recommend that you obtain property insurance on the Device. You may obtain this property insurance from anyone you want.
7. **INDEMNITY.** You are responsible for any and all liabilities, losses or damages, whether imposed on you or us, that are directly attributable to you or any of your acts or omissions during the time the Device is in your possession. This provision shall survive the termination of this Agreement. To the extent permitted by law, you will reimburse us for any expenses we incur in connection with the defense of any claim or action you are responsible for under this Agreement. This includes, but is not limited to, actual and reasonable attorney's fees not to exceed 15% of the amount of the loss, liability or damage, except that in New Hampshire and Wisconsin, we will be obligated to pay any attorney's fees incurred by you in any action in which you prevail.
8. **DEFAULT.** You will be in default of this Agreement if any one of the following events (referred to as an "event of default") occurs:
 - a. You fail to make any required payment when due or within fifteen (15) days of the due date;
 - b. You breach any covenant, representation or warranty in this Agreement;
 - c. You default in the performance of any other obligation in this Agreement and such default continues for ten (10) days after we provide you with written notice of the default;
 - d. **You fail to maintain voice and/or data service (voice and data are both required for smartphone Devices) under a Service Agreement for the wireless number associated with the Device. This**

number may change upon mutual agreement and the current associated wireless number will be reflected on your monthly bill.

- e. You pledge, mortgage, encumber, create a lien on, adverse claim on or security interest in, or suffer the same to exist, lease, sell, dispose of, transfer, entrust, loan, or surrender possession of the Device (collectively referred to as a "Transfer") while any Secured Obligation remains outstanding
9. **REMEDIES IN THE EVENT OF DEFAULT.** In the event you are in default of this Agreement and to the extent permitted by applicable law, we have the right to exercise any one or more of the following remedies:
 - a. Disable the Device's wireless network connectivity capabilities.
 - b. **Require you to immediately pay the sum of the remaining unpaid Amount Financed** (except that in Illinois, you must be in default for at least 30 days);
 - c. Require you to pay us actual and reasonable costs of collection, including attorney's fees, except that in New Hampshire and Wisconsin, we will be obligated to pay any attorney's fees incurred by you in any action in which you prevail.
 - d. Take possession of the Device and sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligation. Otherwise exercise remedies of a secured party under the Uniform Commercial Code and other applicable law.We will give you notice of our intent to exercise our rights as required by applicable law.
10. **ASSIGNMENT.** AT&T may, without your consent and without notice to you, assign this Agreement, but you will not assign this Agreement or any interest in it, or sell or offer to sell or transfer or enter into any lease with respect to the Device covered by this Agreement, without our prior written consent. AT&T does not agree to any Transfer of the Device free and clear of its purchase money security interest and does not acquiesce in the retention or possession of the Device by a third party.
11. **GOVERNING LAW.** The law of the state of your billing address at the time this Agreement is signed shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law.
12. **ENGLISH LANGUAGE.** The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.
13. **PERIODIC STATEMENT.** You will receive a statement each month showing the payment that is due under this Agreement for the coming month and any payments that were applied to the amount due the previous month. Once you have made all payments due under this Agreement, you will receive a final statement indicating that fact. These statements will be included as part of your bill for service under your Service Agreement.
14. **DISCLAIMER OF WARRANTIES/RETURN POLICY.** Seller makes no warranties, express or implied, on the Device, and there will be no implied warranties of merchantability or fitness for a particular purpose. We have a limited return policy. For information about our return policy and manufacturer's warranties, please see your Customer Service Summary, visit www.att.com/shop/wireless/returnpolicy, or ask a sales representative for details.
15. **AT&T NEXT UPGRADE TRADE-IN FOR SMARTPHONES.** You may be able to trade-in your AT&T Next smartphone (other Devices and programs, including the Equipment Installment Plan program, excluded) after your 12th installment payment (18 payments are required if this Agreement includes 24 installments and 24 payments are required if this Agreement includes 30 installments). Your account must be in good standing and your trade-in must be in good physical and fully functional condition. Purchase of a new qualifying device is required, and purchase is subject to then-available offers and any associated wireless service requirements. After a successfully processed trade-in, AT&T will terminate this Agreement and no future installment charges will be billed under this Agreement.
16. **INFORMATION CONTAINED ON YOUR SMARTPHONE.** To protect your privacy, you acknowledge that before trading in your smartphone you have erased your contacts, calendar, photos, messages, call history, email, text messages, videos, web browsing history and any other personal, confidential or sensitive stored information from your device.

NOTICE TO BUYER:

1. **Do not sign this agreement before you read it or if it contains any blank spaces.**

2. You are entitled to an exact and completely filled-in copy of the contract you sign. Keep it to protect your legal rights.
3. Under the present law, you have the right, among others, to pay off in advance the full amount due at any time and, under certain circumstances, obtain a partial refund or rebate of the finance charge (a/k/a time price differential). (In Puerto Rico, if you pay off in advance the balance owed under the contract, the principal owed as of the date of payment, plus any balance to cover charges or interest accrued to that date, shall be cancelled.)
4. This contract is covered by federal and state laws (in Hawaii, by Hawaii's credit sale law) and you have the rights of a buyer under such laws.
5. Seller certifies that the information contained in the contract complies with the District of Columbia Municipal Regulations, Title 16, Chapter 1.
6. California residents: The applicant, if married, may apply for a separate account.
7. Wisconsin residents: Marital Agreement Notice—No provision of a marital property agreement, unilateral statement under Sec. 766.59 Wis.Stats., or court decree under Sec. 766.70 Wis.Stats., will adversely affect our rights unless we are furnished a copy of the agreement, statement or decree, or we have actual knowledge of its terms, before credit is granted or the account is opened.
8. Michigan residents: The seller retains a security interest in the subject matter of this agreement.
9. Massachusetts residents: You may under certain circumstances redeem the property if repossessed because of your default, and you may, under certain conditions, require a resale of the property if repossessed.
10. By signing this Agreement, you are granting to seller a purchase money security interest in the Device, all cash proceeds of the Device and all non-cash proceeds of the Device, which will continue until seller has received payment in full of the Secured Obligations.
11. The seller may not unlawfully enter your premises or commit any other breach of the peace to take possession of the Device.
12. In the event you are in default under this Agreement, the seller may take possession of the Device and may sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.
13. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
14. The finance charge does not exceed 0% per annum computed monthly.

CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT

I acknowledge that I have read this Agreement and have received a copy from AT&T.

Seller

Buyer

[Logo Here]

New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

(Signature)

(Date)

(Buyer's Signature)

(Date)