

**CREDIT SALE CONTRACT /RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT - SUBJECT TO STATE REGULATION**

SELLER/CREDITOR: AT&T Mobility LLC  
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 TRUTH-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 \$0.00 is
<b>0.00 %</b>	<b>\$0.00</b>	\$	\$	\$

**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)

**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 (the "Agreement"), you, the Buyer, choose to buy the Wireless Communications Device identified above (the "Device") on credit under the terms disclosed in this Agreement. You agree to pay the Seller/Creditor (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.

## IMPORTANT TERMS – PLEASE READ THIS

1. **ARBITRATION AND CLASS ACTION WAIVER.** THIS AGREEMENT IS SUBJECT TO SECTION 2 OF YOUR APPLICABLE AT&T WIRELESS SERVICE AGREEMENT (“HOW DO I RESOLVE DISPUTES WITH AT&T”) (THE “ARBITRATION CLAUSE”) OR THE ARBITRATION PROVISION IN YOUR BUSINESS AGREEMENT (IF APPLICABLE), AS AMENDED FROM TIME TO TIME AND WHICH IS INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT BY REFERENCE. THE ARBITRATION CLAUSE REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES WITH AT&T, RATHER THAN JURY TRIALS OR CLASS ACTIONS. YOU SHOULD READ THE ARBITRATION CLAUSE CAREFULLY BEFORE ENTERING INTO THIS AGREEMENT.
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.
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 identified in the Agreement.**
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.

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.
- 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 of 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](http://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 smartphone Device (other Devices excluded) after your 12th installment payment (18 payments are required if this Agreement includes 26 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.

**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. **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.**
- 6. **The finance charge does not exceed 0% per annum computed monthly.**

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

Seller

Buyer



AT&T Mobility LLC

(Signature)

(Date)

(Buyer's Signature)

(Date)