

CREDIT SALE CONTRACT/RETAIL INSTALLMENT CONTRACT/RETAIL INSTALLMENT OBLIGATION/RETAIL INSTALLMENT SALE AGREEMENT/CONDITIONAL SALES CONTRACT/SECURITY AGREEMENT("THIS 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: BOBBY FISHER
 BUYER'S PHONE NUMBER: 5043004192
 BUYER'S ADDRESS: 327 TREME ST UNIT 309, NEW ORLEANS, LA 70112
 DEVICE: SAMSUNG GALAXY S22 ULTRA
 INSTALLMENT ID: 180000047364238

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
0.00%	\$0.00	\$1399.99	\$1399.99	\$1399.99

Your Payment Schedule Will Be

Number of Monthly Payments : 36
 Amount of Monthly Payment : \$38.89
 Amount of Last Monthly Payment : \$38.84
 Monthly Payments Due: After Your Device is shipped or activated, we bill You for the Device on Your next Service bill. See bill cycle details on Your Customer Service Summary.

Security. We retain a security interest in the subject matter of this Agreement. You grant us a purchase money security interest in the Device.

Late Payment Fee. We charge a fee of up to \$7 per bill cycle (or less as permitted by applicable law) for late payment of any amount (including installment charges) on Your Service bill for the wireless number associated with Device. Current wireless number is shown on Your bill, and number may change with mutual agreement.

Prepayment. If You pay off all Your debt early, You will not pay a penalty.

Additional Information below. See Agreement terms below for nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties, and any upgrade options.

ITEMIZATION OF AMOUNT FINANCED of \$1399.99

\$1,399.99	PURCHASE PRICE
-\$0.00	DOWN PAYMENT
\$1399.99	AMOUNT FINANCED
\$0.00	PREPAID FINANCE CHARGE

By signing this Agreement, You are buying the Device from Seller/Creditor (and, together with any Seller/Creditor assignees of the obligations under this Agreement following such assignment, "we", "us", or "our") on credit. You grant us a purchase money security interest in the Device, and all proceeds from the sale or other disposition of Device to secure performance of Your obligations under this Agreement (collectively, the "Secured Obligations"), which security interest continues until we are paid in full for the Secured Obligations, including reasonable and actual expenses of retaking, processing, and disposing Device upon Default (which shall include reasonable attorneys' fees). You and we agree this Agreement constitutes a security agreement and Your grant of a security interest to us is a "purchase money security interest" in the Device and the "proceeds" as defined in the Uniform Commercial Code in the state of Your billing address at the time of signing. You agree to pay us the Amount Financed and any related charges in U.S. funds.

IMPORTANT TERMS – PLEASE READ THIS

1. ASSIGNMENT.

- a. We may assign this Agreement or any of our rights hereunder without Your consent or notice. **From and after the date of any assignment of AT&T's rights and obligations under this Agreement to any non-affiliated third party, AT&T, AT&T Mobility (and its parent, affiliates, and subsidiaries) will have no further liability or obligation to You and Your recourse for any such liabilities or obligations shall be solely limited to such assignee.**
- b. **Seller/Creditor, and/or any other assignee of this Agreement do not agree to any sale, disposition, transfer, entrustment, loan, or surrender of possession of Device free and clear of such purchase money security interest or consent to the retention or possession of Device by a third party.**
- c. **Without our prior written consent, You may not: i) sell, offer to sell, pledge, mortgage, encumber, create a lien on, adverse claim on or security interest in the Device or allow such to exist; or ii) sell, offer to sell, or assign this Agreement or claims arising from or in connection with this Agreement; or iii) lease, sell, offer to sell, dispose of, transfer, entrust, loan, or surrender possession of the Device, while any Secured Obligation remains outstanding.**

2. SERVICE/SERVICE AGREEMENT. This Agreement requires that You maintain eligible voice and/or data wireless services ("Service(s)") on Your Device. **Service(s) are subject to Your Consumer Service Agreement, Wireless Customer Agreement, AT&T business or government agreement, or an agreement with another wireless service provider authorized by us in our sole discretion (in any case the "Service Agreement"). Your Service Agreement may require a deposit. Although Your Service Agreement is a separate document, except as prohibited by applicable law, the Dispute Resolution By Binding Arbitration and Arbitration Agreement provisions or other dispute resolution provisions of Your Service Agreement are incorporated by reference in this Agreement and will survive termination of Your Service Agreement.**

3. **DISPUTE RESOLUTION BY BINDING ARBITRATION.** Most customer concerns can be resolved quickly and to the customer's satisfaction by calling the customer service department at 1-800-331-0500 (or any alternative customer service number we may provide to you from time to time). In the unlikely event that we are unable to resolve a complaint You may have to Your satisfaction (or if we have not been able to resolve a dispute we have with You after attempting to do so informally), we each agree to resolve those disputes through the dispute resolution provisions in Your Service Agreement. **If Your Service Agreement includes an arbitration provision, we agree to resolve all disputes in binding arbitration or small claims court in accordance with that arbitration provision.**

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 individual damages and individual relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis, without class, representative, or private attorney general proceedings. See att.com/disputeresolution for more details.**

4. RESPONSIBLE PARTY. "You/you" or "Buyer" means a person or an entity that is the customer of record. You represent You are authorized to sign, and if later determined You are not authorized, You are personally responsible and guarantee payment for all sums due under this Agreement.
5. CREDIT QUALIFICATION. We may check Your credit with a credit reporting agency or use Your existing credit information on file with us or our affiliates. We may terminate this Agreement prior to Your receiving the Device if You fail to meet our credit requirements.
6. PAYMENTS. You are responsible for payments in full of Your Service(s) bill. Payments apply as follows : first to past due balances, and then to remaining balances due. If Service is suspended, terminated or cancelled, You are still responsible for all scheduled payments under this Agreement. Your obligations to make payments under this Agreement are not contingent upon the delivery of service(s). If You make installment payments before due, there are no changes in due dates or amounts of scheduled payments.
7. RISK OF LOSS: INSURANCE. You bear the risk of loss, theft or damage to the Device for any cause during the Agreement. If the Device is lost, stolen or damaged, You are obligated for the Total of Payments. We recommend You insure the Device from anyone You want..

8. **INDEMNITY.** You are responsible for all liabilities, losses and damages, whether imposed on You or us, that are attributable to You or any of Your acts or omissions related to the Device. This provision survives the termination of this Agreement. As permitted by law, You will reimburse us for all expenses we incur for 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 NH and WI, we will pay attorney's fees incurred by You in any action in which You prevail.
9. **DEFAULT.** You will be in "**Default**" of this Agreement if:
 - a. You fail to make any required payment;
 - b. You breach any term, covenant, representation or warranty in this Agreement;
 - c. You fail to perform any other obligation in this Agreement, including timely Service(s) activation, and such failure continues for ten (10) days after we provide You with written notice of the Default;
 - d. **You or we cancel/terminate the Service required on Your Device under Your Service Agreement.**
10. **REMEDIES FOR DEFAULT.** In the event of Default as permitted by applicable law, we may exercise - and will give You notice of any intent to exercise -- one or more of the following:
 - a. **Disable the Device.**
 - b. **Require You to immediately pay all remaining unpaid Amount Financed** (except that in Illinois, You must be in Default for at least 30 days).
 - c. If You provided Your credit or debit card information, You authorize us to charge Your card, in accordance with applicable law, to satisfy all amounts due, if You do not immediately pay all unpaid Amount Financed.
 - d. Require You to pay us actual and reasonable costs of collection, including attorney's fees, except in NH and WI, we will pay attorney's fees incurred by You in any action in which You prevail.
 - e. Take possession of the Device and sell, lease, license or otherwise dispose of the Device to satisfy any unpaid Secured Obligation.
 - f. Remedies of a secured party under the Uniform Commercial Code or other laws.
11. **GOVERNING LAW.** The law of the state of Your billing address when You sign this Agreement shall govern unless such law is preempted by or inconsistent with federal law.
12. **ENGLISH LANGUAGE.** The original version of this Agreement is in English. Any conflict between the English version and any other language version will be resolved by interpreting the English version.
13. **DISCLAIMER OF WARRANTIES/RETURN POLICY.** We make no express or implied warranties on the Device, including any implied warranties of merchantability or of fitness for a particular purpose. For details on our limited return policy and manufacturer's warranties, see Your Customer Service Summary.
14. **TURN-IN UPGRADE FOR SMARTPHONES.**
 - a. For a smartphone Device **only**, You may be able to return the Device early to us and upgrade to a new qualifying device (a "Turn-In"). Turn-Ins are subject to the following:
 - I. Available agreements, offers, and Service requirements.
 - II. Device purchased on: (i) AT&T Next Every Year®, (ii) AT&T Next®, or (iii) AT&T Installment Plan with Next Up;
 - III. Account in good standing;
 - IV. Return Device as instructed in good physical and fully functional condition within the designated time. If return is unsuccessful for any reason, You agree to pay all remaining and future installment charges under this Agreement. Once You return Device, it cannot be reversed, and You will not get Device back.
 - V. Payments made of the Total Sales Price of at least: (i) 50% on AT&T Next Every Year®, (ii) 80% on AT&T Next®, or (iii) 50% on an AT&T Installment Plan with Next Up feature ("Next Up") and current on all Next Up charges at time of Turn-In. Payment of the Next Up charge is additional and not applied to: Your Amount Financed, Total Of Payments, or 50% of Total Sale Price requirement to upgrade early.
 - b. To cancel Next Up at any time: visit an AT&T store (or other location we designate), use Your att.com/myATT account (or other applicable online account), or call customer service (611 from Device). You are responsible for Next Up charges billed before You cancel. **If You cancel, You lose the ability to Turn-In and cannot reenroll in Next Up.**

Next Up charges are non-refundable, and You must pay the remaining installment payments. If

You stop paying the monthly Next Up feature charge without canceling, You remain obligated to pay it. See att.com/myatt for the monthly Next Up feature charge You agreed to pay.

- c. Turn-in offers may be changed or canceled at any time, and Turn-in can be terminated due to suspected fraud or misrepresentation. With Turn-In, we will, for Your benefit and for the express benefit of any assignee of Your Agreement, pay off or settle the remaining balance outstanding under this Agreement and no future installment charges will be billed under this Agreement. In the unlikely event that a bankruptcy or similar proceeding shall be instituted by or against any of us, AT&T Inc., AT&T Mobility Next Operations LLC, or an assignee, Your ability to enter into a Turn-In will be automatically terminated and You will be given prompt notice.
15. **INFORMATION ON YOUR DEVICE.** You agree that before trading in the Device You erased all personal, confidential and sensitive information.

NOTICE TO BUYER:

1. Do not sign this Agreement before You read it or if it contains any blank spaces. You are entitled to an exact and completely filled-in copy of the signed Agreement. Keep it to protect Your legal rights.
2. 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 unearned finance charge (a/k/a time price differential). (In PR, 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.)
3. This Agreement is covered by federal and state laws (including HI's credit sale law) and You have the rights of a buyer under such laws.
4. Seller certifies that the information contained in the contract complies with the D.C. Municipal Regulations, Title 16, Chapter 1.
5. **Marital Agreement Notice:** CA - You, if married, may apply for a separate account. WI - 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.
6. MD, MA and CT: 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.
7. MD: This contract is made pursuant to Md. Code Ann., Com. Law §§12-601 regarding Retail Installment Sales.
8. AZ: For in-home sales, this instrument is based upon a home solicitation sale, which is subject to the provisions of title 44, chapter 15. This instrument is not negotiable.
9. **For sales outside of business locations:** THIS INSTRUMENT IS A NON-NEGOTIABLE CONSUMER NOTE: CT -- THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT; FL -- You have a right to cancel this note under Chapter 501, Section 25 of the Florida Statutes; ND -- this instrument is based upon a personal solicitation sale, which is subject to the provisions of the ND Century Code;
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. 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. The Seller may not unlawfully enter Your premises or commit any other breach of the peace to take possession of the Device.
12. **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.**

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

I acknowledge that I have read and received a copy of this Agreement, which terms include dispute resolution by binding individual arbitration instead of jury trials or class actions.

Seller

Buyer



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

11/17/2022

(Signature)

(Date)

(Buyer's Signature)

(Date)

AT&T INSTALLMENT CONTRACT PRIVACY NOTICE

FACTS	WHAT DOES AT&T MOBILITY DO WITH YOUR PERSONAL INFORMATION?
Why?	Companies choose how they share Your personal information. In the case of companies providing a financial product or service such as installment contracts ("Installment Contracts"), federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell You how we collect, share, and protect Your personal information relating to Installment Contracts. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share can include: <ul style="list-style-type: none"> • Your Social Security number and income • Information we receive from You when You apply for an Installment Contract • Account balance and payment history • Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AT&T Mobility chooses to share; and whether You can limit this sharing.

Reasons we can share Your personal information	Does AT&T Mobility share?	Can You limit this sharing?
For our everyday business purposes — such as to process Your transactions, maintain Your Installment Contract, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to You	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about Your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about Your creditworthiness	Yes	Yes
For nonaffiliates to market to You	No	We don't share
To limit our sharing	<p>Call 1-800-331-0500 our menu will guide You through Your choices</p> <p>Visit us online: att.com/myatt</p> <p>Please note: If You are a <i>new</i> customer, we can begin sharing Your information 30 days from the date we sent this notice. When You are <i>no longer</i> our customer, we continue to share Your information as described in this notice.</p> <p>However, You can contact us at any time to limit our sharing.</p>	
Questions?	Call 1-800-331-0500	

Who we are	
Who is providing this notice?	As used in this notice, "AT&T Mobility" refers to New Cingular Wireless PCS, LLC d/b/a AT&T Mobility and AT&T Mobility Next Operations LLC.
What we do	
How does AT&T Mobility protect my personal information?	To protect Your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does AT&T Mobility collect my personal information?	<p>We collect Your personal information, for example, when You:</p> <ul style="list-style-type: none"> • Apply for an Installment Contract • Provide us with contact information in connection with Your Installment Contract • Enter into Your Installment Contract • Make payments on an Installment Contract • Contact us regarding Your Installment Contract <p>We also collect Your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about Your creditworthiness • affiliates from using Your information to market to You • sharing for nonaffiliates to market to You <p>State laws and individual companies may give You additional rights to limit sharing. See below for more on Your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our principal affiliates include companies with an AT&T name, such as AT&T and AT&T Mobility; and telecommunications and media companies, such as WarnerMedia, Cricket, and DIRECTV.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • AT&T Mobility does not share with nonaffiliates so they can market to You.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to You.</p> <ul style="list-style-type: none"> • AT&T Mobility does not jointly market.

Other important information

This privacy notice only applies to information we collect in connection with Installment Contracts. It does not apply to information that AT&T Mobility may obtain in connection with any other products or services offered to You, including the wireless service obtained by You in connection with the phone or other device purchased under the Installment Contracts. Other AT&T Mobility privacy policies may apply to such other information. See Your wireless service contract or other service agreements with AT&T for further details.

For Vermont Residents Only

We will not disclose information about Your creditworthiness to our affiliates, other than as permitted by Vermont law, unless You authorize us to make those disclosures. Additional information concerning our privacy policies can be found by calling 1-800-331-0500.

For California Residents Only

If Your account is associated with a California address, we will not provide Your personal information to our affiliates except for our everyday business purposes without first giving You additional choices. The information collected pursuant to this notice is exempt from the California Consumer Privacy Act ("CCPA"); however, if you have other AT&T products or services and would like to learn more about your CCPA rights, go to att.com/privacy and click on the State Law Approach tab.