

NOTICE OF CHANGE IN TERMS AND CONDITIONS

SOUTH CAROLINA CUSTOMERS

Beginning October 1, 2009, or thirty days after receipt by mail of the new AT&T Residential Service Agreement (“RSA”), whichever occurs later, interstate long distance and international services provided by AT&T Long distance Service (BellSouth Long Distance, Inc.) will be governed by the terms and conditions of the new RSA. (Upon receipt, the RSA will also govern intrastate long distance services in South Carolina). The new agreement can be viewed by visiting our website at att.com/servicepublications and following the links to your State and Residential Publications.

LOUISIANA CUSTOMERS

Beginning December 1, 2009, or thirty days after receipt by mail of the new AT&T Residential Service Agreement (“RSA”), whichever occurs later, interstate long distance and international services provided by AT&T Long distance Service (BellSouth Long Distance, Inc.) will be governed by the terms and conditions of the new RSA. (Beginning December 1, 2009, the RSA will also govern intrastate long distance services in Louisiana). The new agreement can be viewed by visiting our website at att.com/servicepublications and following the links to your State and Residential Publications.

WHAT SERVICES ARE COVERED?

Detariffed services, which are services no longer governed by tariffs filed with the Federal Communications Commission or state public utilities commission, are covered by the RSA. The new RSA revises and replaces all previous agreements you have received from AT&T for covered services.

HOW DO THE TERMS AND CONDITIONS IN THE NEW RSA DIFFER FROM THE TERMS AND CONDITIONS IN PREVIOUS AGREEMENTS AND TARIFFS?

This RSA contains an arbitration provision (see section 9) and a limitation of liability provision (see section 8) that differ from similar provisions in some of AT&T’s prior agreements and/or tariffs. Under section 9, both you and AT&T agree to bring disputes to an arbitrator instead of a court and to waive class actions and jury trials, and AT&T agrees to pay all arbitration fees if the claim does not exceed \$75,000. Under section 8, AT&T’s liability is limited to the amount of charges paid or owed by you for AT&T services during any period of delay, malfunction, or failure of services, except that if AT&T’s gross negligence or willful misconduct causes you damage, liability is limited to direct damages. The RSA also contains an indemnification provision (see section 6).

WHAT DO YOU NEED TO DO?

If you agree with the terms and conditions of the applicable RSA, no action is required. However, if you do not agree with these terms and conditions, you must contact AT&T toll free at 1.888.757.6500 to cancel your services covered by the RSA.