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Cingular Wireless Service Agreement

IMPORTANT PLEASE READ CAREFULLY

This is an agreement ("Agreement") between you and Cingular Wireless II, LLC, acting on behalf of its FCC-licensed affiliates doing business as Cingular Wireless, ("Cingular," "us" or "we") and governs wireless radio and other services ("Service") provided by us to you through wireless receiving and transmitting equipment, SIM (Subscriber Identity Module) Card and any accessories (each a "Device") that we have authorized to be programmed or associated with a number or identifier (an "Identifier"). This Agreement explains our respective legal rights concerning all aspects of our relationship, including:

- Resolution of past or future disputes by arbitration instead of court trials and class actions and limitations on the time periods for bringing claims.
- [Billing and charges](#)
- Starting and ending service
- Account information
- [Early cancellation fees](#)
- Limitations of liability, damage awards and warranty
- [Changes to this agreement](#)

ARBITRATION NOTICE: The **Resolution of Disputes** provisions below describe our mutual agreement to use mandatory arbitration for the resolution of most past or future disputes between us instead of a court trial or class action lawsuit.

IF YOU 1) USE THE SERVICE OR DEVICE, OR 2) ACCEPT ANY BENEFIT IN EXCHANGE FOR COMMITTING TO NEW TERMS AND CONDITIONS AND/OR A NEW CONTRACT TERM, OR 3) PAY US ANY AMOUNT FOR THE SERVICE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, ANY CORRESPONDING RATE PLAN, AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE, ALL AS MAY BE CHANGED AS DESCRIBED IN PARAGRAPH 6 BELOW. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT USE THE SERVICE OR DEVICE AND NOTIFY US WITHIN 30 DAYS OF THE DATE OF ORIGINAL ACTIVATION FOR EACH IDENTIFIER TO CANCEL THE SERVICE AND/OR RETURN THE DEVICE PURCHASED FROM US. YOUR RIGHTS TO TERMINATE THEREAFTER ARE SET FORTH BELOW. YOU ARE RESPONSIBLE FOR ALL CHARGES INCURRED PRIOR TO NOTIFYING US OF CANCELLATION.

DESCRIPTION OF SERVICES

1. **Rate Plans.** The price, features and options of the Service available for each Identifier on your Account depends on the calling or data plan, feature or promotion selected by you when you activated or changed your Service and are described in a separate Calling Plan, Service Plan or Rate Plan ("Rate Plan") Brochure, in feature or promotional materials, at cingular.com and/or in materials included with your Device (collectively, "Sales Information"), all of which are incorporated by reference, are a part of this Agreement and were available when you activated or changed Service. To receive copies of Sales Information contact Customer Care.
2. **Authority.** You represent that you are: (i) legally competent to enter into this Agreement, (ii) in the case of an individual, over 18 years old and a resident of one of the fifty United States or 21 years old or legally emancipated and a resident of Puerto Rico, and (iii) not aware of any disability that would prevent you from entering into this Agreement. If you order or activate Service on behalf of an entity, you represent that you are authorized to do so and acknowledge that such entity is bound by the terms and conditions of this Agreement; however, all terms and conditions that relate to use of the Service by you as the end user of a Device will also bind you individually. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the Account and will be fully bound by this Agreement as though you had activated Service on your own behalf.
3. **Deposits/Service Limits/Credit Reports/Return of Balances.** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to receive Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual

basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest, unless otherwise required by law, to you at your last known address. You agree any amounts under \$10 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance, if allowed by law. You hereby grant us a security interest in any deposit we require and, to the extent of any property interest provided by law, in the Identifier and Device associated with your Account, to secure the performance of your obligations hereunder.

4. **Rates.** Your Service rates and other charges and conditions for each Identifier or Device are described in your Sales Information. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. If you select a Rate Plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), any unused allotment of Services from one billing cycle will not carry over to any other billing cycle.
5. **Business Agreement Benefits.** You may receive or be eligible for certain Rate Plans, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government customer's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you receive Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a Rate Plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or the Rate Plan.
6. **Changes to Agreement or Service.** We may amend the terms of this Agreement, including the Sales Information, upon advance notice provided to you in any manner we choose, that complies with law, including by notice contained with your invoice for the Service. In the event that we make such a change that has a material adverse impact (or other standard as may be required by law) on your rights or use of the Service, you may terminate the Agreement as described in the notice we provide, and you will not be charged any cancellation fee. If you do not terminate service as described in the notice, you agree to that change. You have the option to change your Service at any time by notifying us, and you may take advantage of those of our Services for which you qualify, provided that you comply with any requirements of the Service, including, where applicable, extending the term of this Agreement. Any change will take effect by your next billing cycle, and your continued use of the Service will be deemed to constitute your express consent to the changes. If you transfer to a Rate Plan having a term that is shorter than your previous Rate Plan, you may remain obligated for the term of the previous Rate Plan.
7. **Availability/Interruption.** Service is normally available to your Device when it is within the operating range of our system but may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation, reduction in transmission speed, or interruption caused by weather, your equipment, terrain, obstructions such as trees or buildings, or other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to system capacity limitations, system repairs or modifications, or in response to suspected fraud, abuse, misuse of the network, hacking or malicious viruses or violations of our Acceptable Use Policy. Interruption may also result from nonpayment of charges by you. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network. We may, but do not have an obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery to you or the Device as permitted by law. Some aspects of the Service may be temporarily unavailable if personal information is provided by a child under the age of 13. Without parental consent, children under the age of 13 will not be able to use certain aspects of the Service. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls. TTY availability on our network does not indicate compatibility while using another carrier's network.

USE OF SERVICE

8. **Acceptable Use.** Your use of the Service must comply with our Acceptable Use Policy, found in the Legal Notices section at cingular.com, which you should read carefully. The Acceptable Use Policy is incorporated by reference as a part of this Agreement. Our Acceptable Use Policy may be updated from time-to-time.
9. **Account Access and Unauthorized Use.** Any person able to provide information we deem sufficient to identify you and the Account is authorized by you to receive information about and make changes to your Account, including adding new Service. You are responsible for safeguarding your Device and access information (such as your Account number) and failure to do so may result in expense to you. If your Device, user name or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). You will remain responsible for all charges incurred before you notify us. You agree to cooperate with us in any fraud investigation and to use any

fraud prevention measures we prescribe. Failure to reasonably cooperate may result in your liability for all fraudulent usage.

10. **Your Content and Use of Service.** You are solely responsible for all content that you permit to be posted or transmitted onto or through the Service or any of our systems, including materials, code, data, text (whether or not perceptible by users), multimedia information (including, but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of our systems ("Content"). YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING, ACCESS TO, OR USE OF ANY THIRD-PARTY CONTENT, OR FROM YOUR ACCESS TO OR USE OF THE SERVICE OR THE INTERNET, IN ANY MANNER AND FOR ANY PURPOSE WHATSOEVER. In providing Service, we may permit our subscribers to transmit, receive and host content over our network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act. Please see our Site Access Agreement found in the Legal Notices section at cingular.com for additional information.
11. **Use of Service/Device/Identifier.** Reproduction, retransmission, dissemination or resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Device is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. Internet Protocol ("IP") addresses for services provided on the Cingular Wireless GSM/GPRS, EDGE or UMTS networks will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost. Except as provided otherwise by law, you have no property rights to any Identifier, including, without limitation, any IP address, any e-mail address or any other identifier, provisioned by us, our agents or the manufacturer of your Device to be used with the Service, and you agree we may change any such Identifier at any time with or without prior notice to you. In the event we are required by law to transfer any Identifier to you on termination of this Agreement, we may charge you a fee. Your Device has been manufactured to operate exclusively with Service provided by us. The Device cannot be activated with any other wireless carrier and if your Device utilizes a SIM card it will only accept a SIM card provided by us. Devices not purchased from us or our authorized distributors (a) may not provide you with some or all of the features included in your Service (b) may not allow you to use features and functions while off our owned and operated network, including those that work while on our owned and operated network, and (c) calls to 911 may not go through on any network. Call timers included on your Device are not an accurate representation of actual billed usage. By using the Service, you agree to abide by the terms and conditions of any applicable software license.

TERM OF SERVICE AND TERMINATION

12. **Term.** The term of this Agreement for each Identifier begins on the date we activate Service for that Identifier or the date you accept a benefit that extends or renews the term and ends when Service for that Identifier is terminated. UNLESS WE AGREE OTHERWISE, YOU AGREE TO AN INITIAL TERM OF ONE YEAR AND AGREE TO PURCHASE SERVICE FOR THE FULL INITIAL TERM. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension. After the initial one year term expires, this Agreement will continue on a month to month basis until terminated by either party as provided herein. IF YOU TERMINATE SERVICE FOR ANY IDENTIFIER MORE THAN 30 DAYS AFTER YOUR ORIGINAL ACTIVATION DATE FOR THAT IDENTIFIER, BUT BEFORE THE END OF YOUR TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE IN AN AMOUNT EQUAL TO THE GREATER OF \$175 PER IDENTIFIER OR THE CANCELLATION FEE SET FORTH IN YOUR RATE PLAN AND YOU MAY NOT BE ELIGIBLE FOR NEW CUSTOMER PROMOTIONS IN THE FUTURE. Payment of the cancellation fee will not relieve you of any obligations owed to us prior to the termination date, including payment of fees and costs. For any termination (including when you switch your wireless number to another carrier), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs.
13. **Default/Suspension/Termination.** You will be in default of this Agreement if you (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice (b) have amounts still owing to us or an affiliate of ours from a prior account, (c) breach any representation to us or fail to perform any of the promises you made in this Agreement, (d) violate any policy applicable to the Service, or (e) are subject to any proceeding under the Bankruptcy Code or similar laws. If you are in default, we may, without notice to you, suspend Service, withhold equipment or other refunds and/or terminate this Agreement, in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. If your Service is suspended we may refuse to port any Identifier to another carrier. Upon termination and/or porting any Identifier to another carrier, you are responsible for paying all amounts and charges you owe to us, including any applicable cancellation fee. Third party promotions and/or discounts may end upon termination of this Agreement.

CHARGES AND BILLING

14. **Usage Charges.** You are responsible for paying all charges in accordance with your Rate Plan for use of the Service associated with the Identifier(s) and Device(s) assigned to you, even if you did not use, or authorize the use of, the Device. The network name or type of service displayed on your Device does not determine how Service will be billed. Charges may be associated with airtime, access, features, voice mail access, voice mail

delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance, listing or un-listing charges, the price of Devices and accessories, premium content, software, charges for other goods and services, including shipping and handling, that are charged through your bill. You may be billed for multiple types of usage simultaneously.

15. **Voice Charges.** You will be billed at domestic* airtime or roaming rates for 800, 866, 877, 888, and other "toll free" calls. Cingular Wireless will be your wireless long distance provider. When using any GSM/GPRS, EDGE or UMTS network owned and operated by Cingular Wireless, for all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button that initiates or answers a call until approximately the time the first party terminates the call. When using any other network owned and operated by Cingular Wireless, for all incoming and outgoing voice Service, the length of the call will be measured during the time that the call is connected to our system, which is approximately from the time you press the button that initiates an outgoing call or approximately when the Device starts ringing for incoming calls until approximately the time you press the button that terminates the call. On all of our owned and operated networks, voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. When you place a call on our owned and operated network in your local area and it is dropped by our system, if you replace the call within a reasonable period of time, we will automatically credit your account for one minute of airtime. When using the TDMA or analog networks you will only be provided a credit if your included minutes have been depleted. For any other dropped calls, contact Customer Care. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our switch handles the call. While on our owned and operated network, there is no charge for busy or unanswered calls if you end the call within 30 seconds. Service may be billed in a subsequent month due to delayed reporting between carriers and will be charged as if used in the month billed.

* Puerto Rico residents only: You will be billed based on the rate plan, features and/or promotion selected by you.

16. **Data Charges.** You are responsible for all data usage sent through our network and associated with the Device, regardless of whether the Device actually receives the information. If you choose to connect your device to your PC for use as a wireless modem, standard data charges will apply in accordance with your plan. Utilizing compression solutions may or may not impact the amount of kilobytes for which you are billed. Mobile Internet service will be calculated and billed in kilobytes. One megabyte equals 1024 kilobytes. One kilobyte equals 1024 bytes. All data usage will be compiled as often as once per hour or only once every 24 hours. Our system will then create individual billing records representing (a) the data usage for each data gateway or service accessed (e.g. WAP, RIM) while on our network (b) the usage for each carrier's domestic network and (c) the data usage for each international network. Each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. In some situations billing for data usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.
17. **Taxes, Surcharges and Other Fees.** Various taxes, surcharges, fees, and other assessments (e.g., universal connectivity charge) are imposed by governments relating to the Service we provide to you, goods or services you purchase, and the wireless network and equipment used in providing the Service. We will determine, in our reasonable discretion, the taxes and other assessments that you are responsible to pay and the amounts of such charges, which may vary. You are responsible for paying these taxes and other assessments, regardless of whether they are assessed on you or us. To determine which jurisdictions' wireless telecommunications service taxes and other assessments to collect, federal law requires us to obtain your Place of Primary Use ("PPU"), which must be your residential or business street address and must be within our licensed service area. You agree to provide us your PPU and to notify us of any changes in your PPU. If you do not provide us with an appropriate PPU, we may reasonably designate one for you. On certain Rate Plans, your PPU must be your residential address.
18. **Regulatory Programs Fee.** In addition to other charges, you may also be assessed a Regulatory Programs Fee, which is a monthly charge created, assessed and collected by Cingular Wireless to help defray our costs for compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and 911 enhancements in our network, which may not yet be available to subscribers in your area. Some of these programs may not yet be available to subscribers. This fee is not a tax or a government-required charge. In our discretion, we may change the amount of the Regulatory Programs Fee.
19. **Billing and Payment.** We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice or, if a dollar limit is placed on your account, upon notice by us that your account has exceeded the limit.* A fee may be charged for additional copies of bills, or billing in another format, including the detailed billing option, and certain services rendered at our stores. You will receive one bill for all Service associated with each Device and any charges of a third party on whose behalf we bill. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card for all amounts (including late charges and cancellation fees). You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. Your payment obligations survive any termination of this Agreement.

*Puerto Rico residents only: Payment of undisputed charges is due fifteen (15) days after the date your invoice is sent, i.e., deposited in the U.S. mail or sent to you by other means. Any dispute, or objection to charges

contained in your bill, claims, or requests for investigation must be made on or before the due date as provided below.

20. **Late Payments/Disputes** Time is of the essence for payment. Therefore, to the extent permitted by law, you agree to pay us a late fee for amounts unpaid 22 days after the date the invoice was mailed of 1.5% (AK 0.875%, AR 0.42%, NE 1.33%, WI 1.0%) a month. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount you owe to us. For any check or electronic payment returned for nonpayment or for any credit card chargebacks, we will assess an additional fee not to exceed \$25, or such lower amount as permitted by applicable law* and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection (Puerto Rico residents, see Billing and Payment paragraph). Payments will be applied first to amounts owed to us and then to amounts owed to third parties. Unless prohibited by law, all communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to the address provided in the Notices section below, and (iv) received by us within 60 days** after receipt of the invoice.

*Puerto Rico residents only: This paragraph constitutes notice that you will be assessed a fee for returned checks. It also constitutes notice that your Service may be suspended if any undisputed amount remains unpaid more than 35 days after the date your invoice was sent.

**Puerto Rico residents only: You must notify us of a billing dispute no later than 15 days after the date your invoice was sent. We will provide you with a determination regarding the dispute within 15 days after we receive it. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name; (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the address in the Notices section below. You must send your petition for review to the Telecommunications Board at the following address: 235 Arterial Hostos Avenue, Capital Center Bldg., North Tower, Suite 901, Hato Rey, Puerto Rico. The Telecommunications Board will only review our determination on appeal. You are advised of the provisions regarding suspension of service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

PRIVACY

21. **Our Privacy Policy.** In addition to the specific terms of this Agreement, we encourage you to learn more about our general privacy practices by reading our Privacy Policy at cingular.com/privacy

22. Consents.

- a. You consent to our release of information about you and your use of Service when we believe release is appropriate to (i) comply with the law or in good faith reliance on legal process (e.g. a lawful subpoena, E911 information); (ii) enforce or apply our customer agreements; (iii) initiate, render, bill and collect for Services; (iv) protect our rights or property, or to protect users of those Services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Services; or (v) facilitate or verify the appropriate calculation of taxes, fees or other obligations due to a local, state or federal government.
- b. We may also release information about you if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay. You consent to our monitoring of any communication to or from you or your Device to protect our rights or property or those of our customers, as well as for quality control and service related purposes.
- c. Your caller identification information (such as your name and wireless number, including area code), may be displayed on the equipment or bill of the person receiving your call.
- d. You consent to our use of regular mail, predictive or autodialing equipment, email, SMS, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. You consent to receiving advertising, alerts and other broadcast messages from us or our authorized agents.

23. **Customer Proprietary Network Information (CPNI) Consent.** Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about your telephone usage, the services you buy from us, who you call, and the location of your device on our network when you make a voice call. This information is sometimes referred to as "Customer Proprietary Network Information", or "CPNI". We share CPNI with affiliates of

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