

## ***Important Information for the Rise***

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## *Important Safety Information*

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This booklet contains important operational and safety information that will help you safely use your phone. Failure to read and follow the information provided in

this booklet may result in serious bodily injury, death, or property damage.

### **General Precautions**

There are several simple guidelines to operating your phone properly and maintaining safe, satisfactory service.

- To maximize performance, do not touch the portions of your phone where the internal antennas are located while using the phone.
- Speak directly into the mouthpiece.
- Avoid exposing your phone and accessories to rain or liquid spills. If your phone does get wet, immediately turn the power off and remove the battery.
- Do not expose your phone to direct sunlight for extended periods of time (such as on the dashboard of a car).

- Although your phone is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.
- Any changes or modifications to your phone not expressly approved in this document could void your warranty for this equipment and void your authority to operate this equipment.

**Note:** For the best care of your phone, only Sprint-authorized personnel should service your phone and accessories. Failure to do so may be dangerous and void your warranty.

## Maintaining Safe Use of and Access to Your Phone

### Do Not Rely on Your Phone for Emergency Calls

Mobile phones operate using radio signals, which cannot guarantee connection in all conditions.

Therefore you should never rely solely upon any mobile phone for essential communication (e.g., medical emergencies). Emergency calls may not be possible on all cellular networks or when certain network services or mobile phone features are in use. Check with your local service provider for details.

### Using Your Phone While Driving

Talking on your phone while driving (or operating the phone without a hands-free device) is prohibited in some jurisdictions. Laws vary as to specific restrictions. Remember that safety always comes first.

**Tip:** Purchase an optional hands-free accessory at your local Sprint Store, or call Sprint at 1-866-866-7509. You can also dial # 2 2 2 on your phone.

## Following Safety Guidelines

To operate your phone safely and efficiently, always follow any special regulations in a given area. Turn your phone off in areas where use is forbidden or when it may cause interference or danger.

## Using Your Phone Near Other Electronic Devices

Most modern electronic equipment is shielded from radio frequency (RF) signals. However, RF signals from wireless phones may affect inadequately shielded electronic equipment.

RF signals may affect improperly installed or inadequately shielded electronic operating systems or entertainment systems in motor vehicles. Check with the manufacturer or their representative to determine if these systems are adequately shielded from external RF signals. Also check with the manufacturer

regarding any equipment that has been added to your vehicle.

Consult the manufacturer of any personal medical devices, such as pacemakers and hearing aids, to determine if they are adequately shielded from external RF signals.

**Note:** Always turn off the phone in healthcare facilities, and request permission before using the phone near medical equipment.

## Turning Off Your Phone Before Flying

Turn off your phone before boarding any aircraft. To prevent possible interference with aircraft systems, the U.S. Federal Aviation Administration (FAA) regulations require you to have permission from a crew member to use your phone while the plane is on the ground. To prevent any risk of interference, FCC regulations prohibit using your phone while the plane is in the air.

## Turning Off Your Phone in Dangerous Areas

To avoid interfering with blasting operations, turn your phone off when in a blasting area or in other areas with signs indicating two-way radios should be turned off. Construction crews often use remote-control RF devices to set off explosives.

Turn your phone off when you're in any area that has a potentially explosive atmosphere. Although it's rare, your phone and accessories could generate sparks. Sparks can cause an explosion or fire, resulting in bodily injury or even death. These areas are often, but not always, clearly marked. They include:

- Fueling areas such as gas stations.
- Below deck on boats.
- Fuel or chemical transfer or storage facilities.
- Areas where the air contains chemicals or particles such as grain, dust, or metal powders.

- Any other area where you would normally be advised to turn off your vehicle's engine.

**Note:** Never transport or store flammable gas, flammable liquids, or explosives in the compartment of your vehicle that contains your phone or accessories.

## Restricting Children's Access to Your Phone

Your phone is not a toy. Do not allow children to play with it as they could hurt themselves and others, damage the phone or make calls that increase your Sprint invoice.

## Using Your Phone With a Hearing Aid Device

A number of Sprint phones have been tested for hearing aid device compatibility. When some wireless phones are used with certain hearing devices (including hearing aids and cochlear implants), users may detect a noise which can interfere with the effectiveness of the hearing device.

Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference noise they may generate. ANSI standard C63.19 was developed to provide a standardized means of measuring both wireless phone and hearing devices to determine usability rating categories for both.

Ratings have been developed for mobile phones to assist hearing device users find phones that may be compatible with their hearing device. Not all phones

have been rated for compatibility with hearing devices. Phones that have been rated have a label located on the box. **Your Rise has an M4 and a T4 rating.**

These ratings are not guarantees. Results will vary depending on the user's hearing device and individual type and degree of hearing loss. If a hearing device is particularly vulnerable to interference noise; even a phone with a higher rating may still cause unacceptable noise levels in the hearing device. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

**M-Ratings:** Phones rated M3 or M4 meet FCC requirements for hearing aid compatibility and are likely to generate less interference to hearing devices than unrated phones. (M4 is the better/higher of the two ratings.)

**T-Ratings:** Phones rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone

Switch”) than unrated phones. (T4 is the better/higher of the two ratings. Note that not all hearing devices have telecoils in them.)

**Note: New Technologies, Including Wi-Fi**

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be newer wireless technologies (including Wi-Fi) used in this phone that have not been tested for use with hearing aids.

Hearing aid devices may also be measured for immunity to interference noise from wireless phones and should have ratings similar to phones. Ask your hearing healthcare professional for the rating of your hearing aid. Add the rating of your hearing aid and your phone to determine probable usability:

- Any combined rating equal to or greater than six offers excellent use.



- Any combined rating equal to five is considered normal use.
- Any combined rating equal to four is considered usable.

Thus, if you pair an M3 hearing aid with an M3 phone, you will have a combined rating of six for “excellent use.” This is synonymous for T ratings.

Sprint further suggests you experiment with multiple phones (even those not labeled M3/T3 or M4/T4) while in the store to find the one that works best with your hearing aid device. Should you experience interference or find the quality of service unsatisfactory after purchasing your phone, promptly return it to the store within 14 days of purchase. (A restocking fee may be applied to exchanges. Visit [www.sprint.com/returns](http://www.sprint.com/returns) for details.) More information about hearing aid compatibility may be found at: [www.fcc.gov](http://www.fcc.gov), [www.fda.gov](http://www.fda.gov), and [www.accesswireless.org](http://www.accesswireless.org).

## Getting the Best Hearing Device Experience With Your Phone

To further minimize interference:

- Set the phone's display and keypad backlight settings to ensure the minimum time interval:
  1. Press Home  > Menu  and touch System settings > Display > Sleep or Keyboard timeout.
  2. Select the minimum time interval setting.
- Position the phone so the internal antennas are farthest from your hearing aid.
- Move the phone around to find the point with least interference.

## Caring for the Battery

### Protecting Your Battery

The guidelines listed below help you get the most out of your battery's performance.

- Recently there have been some public reports of wireless phone batteries overheating, catching fire, or exploding. It appears that many, if not all, of these reports involve counterfeit or inexpensive, aftermarket-brand batteries with unknown or questionable manufacturing standards. Sprint is not aware of similar problems with Sprint phones resulting from the proper use of batteries and accessories approved by Sprint or the manufacturer of your phone. Use only Sprint-approved or manufacturer-approved batteries and accessories found at Sprint Stores or through your phone's manufacturer, or call 1-866-866-7509 to order. They're also available at [www.sprint.com/accessories](http://www.sprint.com/accessories).



Buying the right batteries and accessories is the best way to ensure they're genuine and safe.

- Do not disassemble or open, crush, bend or deform, or puncture or shred the battery.
- Do not modify or remanufacture, attempt to insert foreign objects into the battery, immerse or expose to water or other liquids, expose to fire, explosion, or other hazard.
- Avoid dropping the phone or battery. If the phone or battery is dropped, especially on a hard surface, and the user suspects damage, take it to a service center for inspection.
- Improper battery use may result in a fire, explosion or other hazard.
- Do not short-circuit a battery or allow metallic conductive objects to contact battery terminals.
- Keep the metal contacts on top of the battery clean.
- Battery usage by children should be supervised.

## Charging

- In order to avoid damage, charge the battery only in temperatures that range from 32° F to 113° F (0° C to 45° C).
- Don't use the battery charger in direct sunlight or in high humidity areas, such as the bathroom.
- The battery may need recharging if it has not been used for a long period of time.
- It's best to replace the battery when it no longer provides acceptable performance. It can be recharged hundreds of times before it needs replacing.

## Storing

- Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:

- Less than one month:  
-4° F to 140° F (-20° C to 60° C)
- More than one month:  
-4° F to 113° F (-20° C to 45° C)

### Disposal of Lithium Ion (Li-Ion) Batteries

- Promptly dispose of used batteries in accordance with local regulations.
- Never dispose of the battery by incineration.
- Do not handle a damaged or leaking Li-Ion battery as you can be burned.
- For safe disposal options of your Li-Ion batteries, contact your nearest Sprint authorized service center.

**Special Note:** Be sure to dispose of your battery properly. In some areas, the disposal of batteries in household or business trash may be prohibited.

## Radio Frequency (RF) Energy

### Understanding How Your Phone Operates

Your phone is basically a radio transmitter and receiver. When it's turned on, it receives and transmits radio frequency (RF) signals. When you use your phone, the system handling your call controls the power level. This power can range from 0.006 watt to 0.2 watt in digital mode.

### Knowing Radio Frequency Safety

The design of your phone complies with updated NCRP standards described below.

In 1991–92, the Institute of Electrical and Electronics Engineers (IEEE) and the American National Standards Institute (ANSI) joined in updating ANSI's 1982 standard for safety levels with respect to human exposure to RF signals. More than 120 scientists, engineers and physicians from universities,

government health agencies and industries developed this updated standard after reviewing the available body of research. In 1993, the Federal Communications Commission (FCC) adopted this updated standard in a regulation. In August 1996, the FCC adopted hybrid standard consisting of the existing ANSI/IEEE standard and the guidelines published by the National Council of Radiation Protection and Measurements (NCRP).

### **Body-Worn Operation**

To maintain compliance with FCC RF exposure guidelines, if you wear a handset on your body, use a Sprint-supplied or Sprint-approved carrying case, holster or other body-worn accessory. If you do not use a body-worn accessory, ensure the antennas are at least **0.591 inches (1.5 centimeters)** from your body when transmitting. Use of non-Sprint-approved accessories may violate FCC RF exposure guidelines. Other accessories used with this phone for body-worn

operations must not contain any metallic components and must provide at least **0.591 inches (1.5 centimeters)** separation distance between the antennas and the user's body.

For more information about RF exposure, visit the FCC website at [www.fcc.gov](http://www.fcc.gov).

### **Specific Absorption Rates (SAR) for Wireless Phones**

The SAR value corresponds to the relative amount of RF energy absorbed into the head of a user of a wireless handset.

The SAR value of a phone is the result of an extensive testing, measuring and calculation process. It does not represent how much RF the phone emits. All phone models are tested at their highest value in strict laboratory settings. But when in operation, the SAR of a phone can be substantially less than the level reported to the FCC. This is because of a variety of factors

including its proximity to a base station antenna, phone design and other factors. What is important to remember is that each phone meets strict federal guidelines. Variations in SARs do not represent a variation in safety.

All phones must meet the federal standard, which incorporates a substantial margin of safety. As stated above, variations in SAR values between different model phones do not mean variations in safety. SAR values at or below the federal standard of 1.6 W/kg are considered safe for use by the public.

The highest reported SAR values of the Rise are:

**Cellular CDMA mode (Part 22):**

Head: 1.14 W/kg; Body-worn: 0.99 W/kg

**PCS mode (Part 24):**

Head: 1.09 W/kg; Body-worn: 0.97 W/kg

**BC10 CDMA mode (Part 90):**

Head: 1.11 W/kg; Body-worn: 1.01 W/kg

## FCC Radio Frequency Emission

This phone meets the FCC Radio Frequency Emission Guidelines.

FCC ID number: V65C5155.

More information on the phone's SAR can be found from the following FCC website:

<http://www.fcc.gov/oet/ea/>.

## FCC Notice

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient the direction of the internal antennas.

- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

## Owner's Record

The model number, regulatory number, and serial number are located on a nameplate inside the battery compartment. Record the serial number in the space provided below. This will be helpful if you need to contact us about your phone in the future.

Model: Rise

Serial No.:

## *Manufacturer's Warranty*

Your phone has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

For information regarding the terms and conditions of service for your phone, please visit [www.sprint.com](http://www.sprint.com) or call Sprint Customer Service at 1-888-211-4727.

**Note:** In addition to the warranty provided by your phone's manufacturer, which is detailed on the following pages, Sprint offers a number of optional plans to cover your equipment for non-warranty claims. **Sprint Total Equipment Protection** provides the combined coverage of the **Sprint Equipment Replacement Program** and the **Sprint Equipment Service and Repair Program**, both of which are available separately. Each of these programs may be signed up for within 30 days of activating your phone. For more details, please visit your nearest Sprint Store or call Sprint at 1-800-584-3666.

### **Manufacturer's Warranty**

Kyocera Communications, Inc. ("KCI") offers you, the original purchaser who has purchased the enclosed subscriber unit ("Product") only from an authorized dealer in the United States, a limited warranty that the

Product, including accessories in the Product's package, will be free from defects in material or workmanship as follows:

**A. ONE (1) YEAR LIMITED WARRANTY:** For a period of one (1) year from the date of original purchase, KCI will, at its option, either repair or replace a defective Product (with new or rebuilt parts/replacements).

**B. LIMITED WARRANTY ON REPAIRED/REPLACED PRODUCTS:** For a period equal to the remainder of the limited warranty period on the original Product or, on warranty repairs which have been effected on Products for 90 days after the date of its repair or replacement, whichever is longer, KCI will repair or replace (with new or rebuilt parts/replacements) defective parts or Products used in the repair or replacement of the original Product under the Limited Warranty on it.

Proof that the Product is within the warranty period in the form of a bill of sale or warranty repair document

that includes the date of purchase, Product serial number and the authorized dealer's name and address, must be presented to obtain warranty service. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. Transfer or resale of a Product will automatically terminate warranty coverage with respect to it.

This limited warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks. Also this limited warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by KCI for charging the battery, (ii) any of the seals on the battery are broken or show evidence of tampering, or (iii) the battery has been used in equipment other than the Kyocera device for which it is specified.

This limited warranty covers the Product only as originally supplied and does not cover and is void with

respect to the following: (i) Products which have been improperly installed, repaired, maintained or modified (including the antenna); (ii) Products which have been subjected to misuse (including Products used in conjunction with hardware electrically or mechanically incompatible or Products used with software, accessories, goods or ancillary or peripheral equipment not supplied or expressly authorized by KCI for use), abuse, accident, physical damage, abnormal use or operation, improper handling or storage, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature; (iii) Products operated outside published maximum ratings; (iv) cosmetic damage; (v) Products on which warranty stickers or Product serial numbers have been removed, altered, or rendered illegible; (vi) customer instruction; (vii) cost of installation, set up, removal or reinstallation; (viii) signal reception problems (unless caused by defect in material or workmanship); (ix) damage the result of

fire, flood, acts of God or other acts which are not the fault of KCI and which the Product is not specified to tolerate, including damage caused by mishandling and blown fuses; (x) consumables (such as memory cards, fuses, etc.); (xi) third party software or applications, data and equipment not originally supplied with the Product; (xii) any Product in which the software has not been updated to the current version; (xiii) any Product in which the operating system has been unlocked (allowing installation of a third party operating system); or (xiv) any Products which have been opened, repaired, modified or altered by anyone other than KCI or a KCI authorized service center. Before returning any Product for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product. KCI is not responsible for damage to or loss of any software, applications, data or removable storage media.



This warranty is valid only in the United States.

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To obtain warranty service, contact

Kyocera Communications, Inc.

Attention : Customer Services for Wireless Products

Phone : 1-800-349-4478

Web : <http://www.kyocera-wireless.com>

## *End User License Agreement*

Kyocera Communications, Inc. (“Kyocera”) End User License Agreement

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (“AGREEMENT”) BEFORE USING OR OTHERWISE ACCESSING THE SOFTWARE OR SERVICES PROVIDED WITH YOUR KYOCERA DEVICE. THE SOFTWARE AND SERVICES PROVIDED WITH YOUR KYOCERA DEVICE ARE SOLELY FOR PERSONAL USE BY YOU, THE ORIGINAL END USER, AS SET FORTH BELOW.

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**Termination:** This License Agreement will automatically terminate without notice from or action by Kyocera if you fail to comply with any term hereof.

**Governing Law:** This Agreement is governed by the laws of State of California except any conflict of law provisions. The U.N. Convention on Contracts for the International Sales of Goods is hereby excluded in its entirety from this Agreement.

**Severability:** If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be impacted or impaired.

**Entire Agreement:** By using or otherwise accessing the Software, you agree that this Agreement sets forth the entire agreement between you and Kyocera with regard to the Software and supersedes all prior agreements, notwithstanding the terms of any such agreements.

## *General Terms and Conditions of Service*

Please note that these terms may not be the most current version. A current version of the terms is available at our website at [www.sprint.com/termsandconditions](http://www.sprint.com/termsandconditions) or upon request.

**Consejo:** Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681 o visitar a [www.sprint.com/espanol](http://www.sprint.com/espanol).

### **Basic Definitions**

In this document: (1) “we,” “us,” “our,” and “Sprint” mean Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing the products and Services; (2) “you,” “your,”

“customer,” and “user” mean an account holder or user with us; (3) “Device” means any phone, aircard, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) “Service” means Sprint-branded or Nextel-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, or Devices on your account with us. “Service(s)” also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).

### **The Service Agreement**

These Ts&Cs are part of your service agreement with us (the “Agreement”) and constitute a contract under which we provide you Services under terms and conditions that you accept. **THIS CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION**

**THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION.** In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the following: (i) the subscriber agreement or transaction materials that you sign or accept; (ii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding the monthly charge and number of minutes included in your service plan); (iii) any confirmation materials and invoices that we may provide to you; and (iv) the terms set forth in the coverage map brochures. **It is important that you carefully read all of the terms of the Agreement.**

## **Additional Terms**

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Sprint or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Sprint is not responsible for these third-party items and associated terms. Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing, payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our



Services). You will be provided details on any additional terms with your selection of any bundled Service. For employee and organization discounts, the discount percentage may vary from month-to-month based on the terms of the agreement between your employer, association, or other organization and Sprint. The discount will be zero after your agreement or your organization's agreement with Sprint ends. Additional terms and eligibility requirements regarding organization discounts will be provided to you.

## Our Policies

Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at anytime with or without notice.

## When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, including on the Web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

## Term Commitments & Early Termination Fees

Many of the Services (for example, Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years ("Term Commitment"). **You will be charged a fee**

(“Early Termination Fee”) for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement) but such Early Termination Fee may be prorated based on your remaining Term Commitment. Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary based on the Services you select and will be disclosed to you during the sales transaction. **Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment.** Services offered on a subscription basis, as described in the “Account & Service Charges” section, may not require a Term Commitment and may not

automatically renew. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

## When You Don't Have To Pay An Early Termination Fee

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) provided on a subscription basis that do not include a Term Commitment; (c) consistent with our published trial period return policy; or (d) in response to a materially adverse change that we make to the Agreement as described directly below.

## Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we

calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line of Service materially affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

## Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications (for example, rooting the device); (j) failing to use our Services for an extended period of time; (k) failing to maintain an active Device in

connection with our Services; or (l) if we believe the action protects our interests, any customer's interests, or our networks.

## **Your Right To Change Services & When Changes Are Effective**

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require a new Term Commitment. Changes to Services are usually effective at the start of the next full invoicing cycle. If the changes take place sooner, your invoice may reflect prorated charges for your old and new Services. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services, which will include the authority to make changes that will extend your Term Commitment. You are responsible for any changes to

your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

## **Your Right To Terminate Services**

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to Sprint and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service, and if you are subject to a Term Commitment, you may be charged all or part of an Early Termination Fee. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. **Except as provided above, if you are subject to an**

**Early Termination Fee, you must also pay the invoiced Early Termination Fee for each line of Service that you terminate early.**

## **Credit Checks & Credit Information**

We agree to provide you Services on the condition that you have and maintain satisfactory credit according to our standards and policies. You agree to provide information that we may request or complete any applications that we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services or place limits or conditions on the use of our

Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

## **Account Spending Limits (“ASL”)**

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) that we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count toward an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

## Deposits & Returning Deposits

We may at any time require a deposit as a guarantee of payment for you to establish or maintain Service (“Deposit”). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can’t use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history, and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won’t earn interest, and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We’ll send any remaining portion of the Deposit to your last known address within 90 days after your final invoice—if it is returned to us, we will forward it on to the

appropriate state authorities to the extent required by law.

## Restrictions On Using Services

You can’t use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our Acceptable Use Policy and Visitors Agreement, which are available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

## Your Device, Number & E-mail Address; Caller ID

We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** Your Device is designed to be activated on our networks and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any

phone number, identification number, e-mail address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them. Your CDMA Sprint PCS phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit [Sprint.com](http://Sprint.com) or call 1-888-211-4727 for information and eligibility requirements.

## Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

## Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available at our authorized retail locations and on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that—along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device,

structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.)—may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

## Roaming

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice.



Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guaranty that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.).

## About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or

our vendors, while other Data Content can be accessed from others (for example, third-party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable.** You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. **We strongly recommend that you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.);

impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Sprint may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

## **Specific Terms & Restrictions On Using Data Services**

In addition to the rules for using all of our other Services, unless we identify the Service or Device that

you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our network's performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, Sprint Mobile Broadband card plans, wireless router plans, etc.).

## Software License

If Sprint provides you software as part of the Service and there are not software license terms provided with the software (by Sprint or by a third party), then Sprint grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You will not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Sprint may revoke this license at any time.

## Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of

these types of fees before we complete the requested transaction.

## Account & Service Charges

**You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services.** Charges include, but are not limited to, the monthly recurring charges, usage charges, charges for additional services, taxes, surcharges, and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials that we may send to you. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download, and use

Services. You may have the opportunity to purchase Services on a subscription basis where we assess subscription charges that allow you access to the Services and/or provide you a certain amount of use of the Services for a defined period of time. Depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods. Subscription Services offered on a recurring basis do not end until terminated by you or us. Subscription charges for recurring Services occur at the beginning of each bill cycle. Information regarding your bill cycle for subscription Services will be provided when you order the Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge you at some point after you use the Services. Unless otherwise disclosed, Services offered on a per-day basis end 24 hours after Service is initiated.

## How We Calculate Your Charges For Billing Purposes

**Regular Voice Calls:** We round up partial minutes of use to the next full minute. Time starts when you press “Talk” or your Device connects to the network and stops when you press “End” or the network connection otherwise breaks. You’re charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won’t be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you’re charged from the time shortly before the Device starts ringing until you press “End” or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, Nights and Weekend plans), you’re charged for the entire call based on the rate that applies to the time period in which the call starts.

**Walkie-Talkie Charges:** Charges for walkie-talkie calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You're charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a walkie-talkie call and ends approximately 6 seconds after completion of a communication to which no participant responds. Subsequent walkie-talkie communications are considered new calls. Depending on your plan, nationwide, international, or group walkie-talkie calls may use the local walkie-talkie minutes in your plan and result in additional charges. Responses to call alert transmissions are treated as new walkie-talkie transmissions even when responding within 6 seconds of receiving the alert. Walkie-talkie billing methods are subject to change as we introduce new walkie-talkie Services.

**Data Usage:** Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to kilobytes, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of

a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage. Your bill won't separately list the number of KB attributed to a specific action/data session.

## Your Bill

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle

in advance), fees, taxes, Surcharges, product and equipment charges, subscription charges, and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. **Your bill may also include other important notices (for example, changes to your Agreement, to your Service, legal notices, etc.).** Your paper bill may not include itemized billing detail. More specific billing information is available online. Paper bills with itemized detail may be subject to an additional charge. Unless prohibited by law, other charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category. If you choose Internet billing, you will not receive paper bills.

## Your Payments; Late Fees

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or other similar secure form of payment at any time for good reason.

## Taxes & Government Fees

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

## Surcharges

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; various regulatory charges; Sprint administrative charges; gross receipts charges and certain other taxes imposed upon Sprint; or charges for the costs that we incur and pass along to you. **Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to**

collect from you, are part of our rates, and are kept by us in whole or in part. The number and type of Surcharges will be provided on your invoice and may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

## Disputing Charges – You Must Still Pay Undisputed Charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period—undisputed charges must still be paid as stated on your bill.

## Protecting Our Network & Services

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these actions may interrupt or prevent legitimate communications and usage—for example, message filtering/blocking software to prevent SPAM or viruses; limiting throughput; limiting access to certain websites, applications, or other Data



Content; prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, networks, Services, and equipment, see our Acceptable Use Policy and Visitors Agreement at our website.

## Your Privacy

Our Privacy Policy is available on our website. To review the policy, visit [www.sprint.com/legal/privacy.html](http://www.sprint.com/legal/privacy.html). This policy may change from time to time, so review it with regularity and care.

**Call Monitoring:** To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments).

**Authentication and Contact:** You (the account holder) may password protect your account information by

establishing a personal identification number ("PIN"). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Sprint may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop

information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right and we have a duty to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

**Third-Party Applications:** If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Sprint to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the

Services, you agree and authorize Sprint to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

**Information on Devices:** Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Sprint is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device.

## Location-Enabled Services

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Sprint or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized

user(s) of the terms of use for location-enabled applications and that the Device may be located. For additional information on location-enabled services, see our Privacy Policy at our website.

## 911 Or Other Emergency Calls

**Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information.** Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency

authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

### **If Your Device Is Lost or Stolen**

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft.

You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

### **Disclaimer of Warranties**

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

## **You Agree That We Are Not Responsible For Certain Problems**

You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any

computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to back up your information stored on each.

## **You Agree Our Liability Is Limited - No Consequential Damages.**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

## **DISPUTE RESOLUTION**

### **We Each Agree To First Contact Each Other With Any Disputes**

We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution. We agree to contact each other as described in the "Providing Notice to Each Other Under The Agreement" section.

### **Instead Of Suing In Court, We Each Agree To Arbitrate Disputes**

We each agree to arbitrate all Disputes between us, on an individual basis, not on a class-wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there's no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award

damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction.

We each also agree as follows:

(1) **"Disputes" are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated.** Disputes include claims that you bring against our employees, agents, affiliates, or other representatives or that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of

the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, all relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the "Providing Notice to Each Other Under The Agreement" section and notice to us will be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a dispute is subject to arbitration.

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service.

(5) The arbitration will be governed and conducted by (a) a neutral third-party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this "Dispute Resolution" section conflicts with JAMS's minimum standards for procedural

fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class-wide or consolidated basis.

**(6) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS.** We each agree that any arbitration will be solely between you and Sprint (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to arbitration. However,



we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

### **Exceptions To Our Agreement To Arbitrate Disputes**

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf.

### **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

### **No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

### **Indemnification**

You agree to indemnify, defend, and hold Sprint and our subsidiaries, affiliates, parent companies harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the

Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

## **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or e-mail address you’ve provided us, by calling you on your Device or any

other phone number you’ve provided us, by voice message on your Device or any other phone number you’ve provided us, or by text message on your Device.

## **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn’t enforce a requirement under this Agreement in an instance, we don’t waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn’t for the benefit of any third party except our corporate parents, affiliates, subsidiaries,

agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement without notice. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

## Important Message From Sprint

### **Important Information about this device's "open" architecture.** This device is an "open" device.

What that means is that you are free to use it to access the Internet as you see fit. You may go to websites you like and you may download or use applications or software that you choose.

Please take care to visit only trusted websites and download applications only from trusted entities. Sprint has no control over websites you visit or applications and software you download, and Sprint's policies do not apply to those websites, applications or software. The websites you visit may place "cookies" or other files on your device when you visit them. Downloaded applications or software may access, use or share information on your device, like your contacts or your location.

Although Sprint is excited to allow our customers to make their own choices about the Internet sites you wish to visit or the applications or software you'd like to use, we do want to remind you that Sprint is not able to help you troubleshoot issues connected with your use of non-Sprint applications or software (such as the ones you may select and download to your device). Sprint also will not be able to provide you credits for applications or software that you download from sources other than Sprint. And, Sprint is not liable for the websites you visit or anything you download or cause to be downloaded to your device. Damage related to websites visited or downloads to your device may not be covered by Sprint's Service and Repair policy, or your device insurance policy. For more information about Sprint's policies, products or services, please visit us at [www.sprint.com](http://www.sprint.com).







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