

Important Information for the S3150

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[device logo, if applicable]



Important Safety Information

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 [redacted] 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 [redacted] Store, or call [redacted] at [redacted]

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 [] invoice.

Using Your Phone With a Hearing Aid Device

A number of [] 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 S3150 has an M4 and a T3 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 some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids. It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility. If you have questions about return or exchange policies, consult your service provider or phone retailer.

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.

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 [com/returns](#) for details.) More information about hearing aid compatibility may be found at: [fcc.gov](#), [fda.gov](#), and [accesswireless.org](#).

Getting the Best Hearing Device Experience With Your Phone

To further minimize interference, 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. [redacted] is not aware of similar problems with [redacted] phones resulting from the proper use of batteries and accessories approved by [redacted] or the manufacturer of your phone. Use only [redacted]-approved or manufacturer-approved batteries and accessories found at [redacted] Stores or through your phone's manufacturer, or call [redacted] to order. They're also available at [redacted]. 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 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 a radio transmitter and receiver. When it's turned on, it receives and transmits radio frequency (RF) signals. Your phone is designed to transmit just enough RF power to reach the network. The system handling your

call controls the RF power level. Depending on network conditions, your phone may operate at an actual SAR level below the maximum value specified. Your phone is designed not to exceed the recommended international guidelines for limits on RF exposure.

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 []-supplied or []-approved carrying case, holster or other body-worn accessory. If you do not use a body-worn accessory, ensure the antennas are at least **0.59 inches (1.5 centimeters)** from your body when transmitting. Use of non-[] 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 **0.59 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 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 **S3150** are:

Head: 1.29 W/kg

Body-worn: 1.26 W/kg

FCC Radio Frequency Emission

This phone meets the FCC Radio Frequency Emission Guidelines.

FCC ID number: V65S3150

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

<http://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:

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 [REDACTED] or call [REDACTED] Customer Service at [REDACTED]

Manufacturer's Warranty

Kyocera Communications, Inc. ("KYOCERA") 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, KYOCERA 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, KYOCERA 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 KYOCERA 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 KYOCERA for use), abuse, accident, physical damage, abnormal use or operation, improper handling or storage, neglect, exposure to fire, water (except for product certified for protection against water; see the Kyocera product website for details on your Product) 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 KYOCERA 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 KYOCERA or a KYOCERA 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. KYOCERA 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.

REPAIR OR REPLACEMENT, AS HEREIN ABOVE PROVIDED, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY. KYOCERA SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOST SALES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT, OR ANTICIPATED PROFITS ARISING OUT OF USE OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT OR LOST APPLICATIONS). THIS WARRANTY DOES NOT COVER PRODUCTS SOLD "AS IS" OR "WITH ALL FAULTS." KYOCERA MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THE PRODUCTS. THE DURATION OF IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY.

Some States do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

This limited warranty gives you specific legal rights, and you may have other rights which vary from State to State.

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

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or communication systems or use in risky or dangerous situations or environments.

Consent to Use of Data: You agree that Kyocera, its affiliates and its designated agents may collect and use technical and related information, gathered in any manner, as part of its product support services. Kyocera, its affiliates and designated agents may use this information solely to improve its products or to provide customized services or technologies to you. Kyocera will collect and use this information in accordance with its privacy policy and accordance with applicable data protection laws. Kyocera, its affiliates and designated agents may disclose this information to others, but not in a form that personally identifies you.

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to safety or security concerns or government restrictions or court orders.

Kyocera reserves the right to modify the terms of this Agreement at its sole discretion. Any such modification will be effective upon Kyocera or a Kyocera affiliate or agent sending notice to you by email, text message, other electronic communication or postal mail. Your continued use of the Software after such notice will constitute your binding acceptance of the Agreement as revised. Additionally, some Software may be subject to different or additional terms presented to you through a separate click-through or other type of agreement or notice prior to your use of such Software.

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 [\[REDACTED\]](#) [termsandconditions](#) or upon request.

Para solicitar esta literatura en español, por favor contactar a [\[REDACTED\]](#) o visitar a [\[REDACTED\]](#).

Basic Definitions

In this document: (1) “we,” “us,” “our,” and “[REDACTED]” mean [\[REDACTED\]](#) Solutions, Inc., as contracting agent on behalf of the applicable [\[REDACTED\]](#) affiliated entities providing the products and Services; (2) “you,” “your,” “customer,” and “user” mean an account holder with us or any user of our

Devices or Services; (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 [\[REDACTED\]](#)-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, software, 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 AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, 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 and transaction materials that you receive and 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, including on-line and telephone transactions (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current written Agreement and transaction materials apply); (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 [] 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. [] 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 will 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 organization and [redacted]. The discount will be zero after your agreement or your organization's agreement with [redacted] 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

[redacted] provides a variety of Services, some of which require you to maintain Your Services on a month to month basis or for a minimum term, usually 1 or 2 years ("Term Commitment"). If your Agreement contains a 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 will be prorated based on your remaining Term**

Commitment. Early Termination Fees are a part of our rates. Any Term Commitment, the length of the Term Commitment, and the applicable Early Termination Fee amounts and proration 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 under the then-current Terms and Conditions and Service policies. 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. If you lose your eligibility for a particular rate plan or if a particular rate plan is no longer supported or available, we may change your rate plan to one for which you qualify. 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 adversely affected without incurring an Early Termination Fee only if: (a) you call us within 30 days after the effective date of the change; (b) you specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made; and (c) we fail to negate the change after you notify us of your objection to it. If you do not notify us and 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 pro-rated 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 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 & Email Address

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, email 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 [redacted] PCS phone may have software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If your device has a software programming lock, and you wish to obtain the software program lock code for your CDMA [redacted] PCS phone, please visit [redacted] 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 [redacted]. 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 guarantee 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.). For information on whether roaming applies, see your service plan details.

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, ringtones, 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 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 networks' 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, Mobile Broadband card plans, wireless router plans, etc.).

Software License

If provides you software as part of the Service and there are not software license terms provided with the software (by or by a third party), then 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. may revoke this license at any time.

Fees, Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish, change, 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. Call time for a single call may be subject to a maximum duration and may be automatically terminated if the maximum duration is exceeded. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your Device or your Device’s area code (if applicable).

Push-to-Talk Charges: Charges for push-to-talk 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 push-to-talk call and ends approximately 6 seconds after completion of a communication to which no participant responds. Subsequent push-to-talk communications are considered new calls. Charges apply for the entire period of time the push-to-talk call is connected to our network. Depending on your plan, nationwide, international, or group push-to-talk calls may use the local push-to-talk minutes in your plan and result in additional or different charges. Responses to call alert transmissions are treated as new push-to-talk transmissions even when responding within 6 seconds of receiving the alert. Push-to-talk billing methods are subject to change as we introduce new push-to-talk 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 KB, 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 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; Regulatory and Administrative charges; gross receipts charges, and other charges. **Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose, at our discretion, to collect from you, to recover certain costs and are kept by us. 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 amount 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, because 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 [\[REDACTED\]](#). 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 you make to us or we make to you (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 [\[REDACTED\]](#) 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 [redacted] 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 [redacted] 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 [redacted] 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. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

Information on Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). [redacted] 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. If you exchange, return, or recycle your Device through us, we typically attempt to erase all data on your Device, but you must remove all data from your Device before you provide it to us.

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 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.

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 applicable 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 AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

You Agree That We Are Not Responsible For Certain Problems

You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our

vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform 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 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 That 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 AND ARBITRATION

PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and agree that the dispute

will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

Mandatory Arbitration and Waiver of Class Action

Instead of suing in court, you and agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, you and are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.

In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor

the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

"Disputes" shall include, but are not limited to, 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 the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that [redacted] brings against

you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and [redacted], whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with [redacted]; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

Dispute Notice and Dispute Resolution Period

Before initiating an arbitration or a small claims matter, you and [redacted] each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief

sought. A Notice of Dispute to [redacted] should be sent to: *General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191.*

[redacted] will provide a Notice of Dispute to you in accordance with the “Providing Notice To Each Other Under The Agreement” section of this Agreement. [redacted] will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and [redacted] agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or [redacted] may commence an arbitration proceeding or small claims action.

Arbitration Terms, Process, Rules and Procedures

(1) Unless you and [redacted] 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. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at jamsadr.com. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act (“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. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or [REDACTED] to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND [REDACTED] AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE**

PROCEEDING. Further, unless both you and [REDACTED] expressly agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(4) We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. [REDACTED] will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator’s services.

(5) An arbitrator’s award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator’s decision and award is final and binding, with some limited court review under the FAA, and

judgment on the award may be entered in any court with jurisdiction.

(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against on your behalf.

No Trial By Jury and No Class Action

IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUNTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION

AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING 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 OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend, and hold and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors 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 email 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.

Contacting You Regarding Billing and Collections

You expressly authorize, and specifically consent to allowing [] and any of [] agents to contact you in connection with any and all matters relating to unpaid past due charges you owe []. You agree that, for attempts to collect unpaid past due charges, [] and any of its agents may contact you at any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to []. You agree and acknowledge that any email address or any other electronic address that you provide to [] is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial

voice messages delivered by an automatic telephone dialing system, pre-set email messages delivered by an automatic emailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

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, unless we agree to the assignment. 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 [REDACTED]

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. [REDACTED] has no control over websites you visit or applications and software you download, and [REDACTED]'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 [REDACTED] 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 [REDACTED] is not able to help you troubleshoot issues connected with your use of non-[REDACTED] applications or software (such as the ones you may select and download to your device). [REDACTED] also will not be able to provide you credits for applications or software that you download from sources other than [REDACTED]. And, [REDACTED] 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 [REDACTED]'s Service and Repair policy, or your device insurance policy. For more information about [REDACTED]'s policies, products or services, please visit us at [REDACTED].

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