

One Sprint. Many Solutions."

### **PCS Service**

#### www.sprintpcs.com

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#### FCC RF EXPOSURE INFORMATION

In August 1996 the Federal Communications Commission (FCC) of the United States with its action in Report and Order FCC 96-326 adopted an updated safety standard for human exposure to radio frequency electromagnetic energy emitted by FCC regulated transmitters. Those guidelines are consistent with the safety standards previously set by both U.S. and international standards bodies. The design of this phone complies with the FCC guidelines and these international standards.

Use only the supplied antenna or one that is approved. Unauthorized antennas, modifications, or attachments could impair call quality, damage the phone, or result in a violation of FCC regulations.

Do not use the phone with a damaged antenna. If a damaged antenna comes into contact with the skin, a minor burn may result. Please contact your local dealer for a replacement antenna.

#### **Body-worn Operation**

SAR compliance for body-worn operating configurations is limited to the specific belt-clip/holster supplied or approved by Samsung, if available. End-users must be informed of the body-worn operating requirements for satisfying RF exposure compliance. The use of accessories that do not satisfy these requirements may not comply with FCC RF exposure compliance and should be avoided. For more information about RF exposure, please visit the FCC Web site at www.fcc.gov.

## Vehicle Mounted External Antenna (optional, if available.)

A minimum separation distance of 7.9 inches (20cm) must be maintained between a person and the vehicle mounted external antenna to satisfy FCC RF exposure requirements.

For more information about RF exposure, please visit the FCC web site at www

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## How to Use This Guide

#### Welcome - you've made the right choice

The advantages of Sprint are as clear as each wireless call you make. With PCS Service, we give you what you really want from a wireless service provider - clear calls, easy-tounderstand service plans, and self-servicing options for managing your account. All this is designed to make your life easier and worry free.

We know you're eager to start using your phone right away, and the two sections of this guide are designed to help you do just that.

The first section will guide you through the steps required to set up your PCS Service. Blank spaces are provided so you can write down important information that you'll want to remember. Things like your new PCS Phone Number, information about your service plan, and your first invoice.

2 The second section will guide you through the basics of your phone and service with quick, easy-to-follow instructions.

i

## Getting Advanced Phone and Service Information

This guide covers your phone's basic features and services. To learn how to use all the advanced features of your phone and service, visit <u>www.sprintpcs.com</u> and sign on to your account management page with your PCS Phone Number and password. There, under the "My Phone" section, you'll have access to your complete phone User's Guide.

Your online phone User's Guide provides information on basic and advanced features and services, such as:

- Learning Advanced Dialing Options
- Managing Your Call History
- ▶ Using Advanced Messaging
- ▶ Using Advanced Internal Phone Book Options
- Using Your Phone's Advanced Settings
- Setting Your Phone's Security
- Using Your Personal Organizer
- ▶ Using Advanced Features of PCS Vision<sup>SM</sup>
- Understanding Your Phone's Internal Menu
- And more

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Activating and Using PCS Service

# Have these things ready before you call to activate

- Your PCS Phone (Make sure it's fully charged)
- Your Social Security number
- Your driver's license number
- Your Electronic Serial Number (also known as ESN; refer to step 5 to locate the number)
- The city and state where your phone will be primarily used
- A pen

# 2

# Setting up your service — You choose the way

- From your PCS Phone, press 🍋 🖭 🕅.
- or –
- Use a phone other than your PCS Phone dial 1-888-715-4588.

# 3

### **PCS Service Areas**

Interested in where you can use your new phone? Check out the most up-to-date coverage maps at <u>www.sprintpcs.com</u>.

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## Your PCS Account Password

My Account Password is:

You'll use this password when managing your account on <u>www.sprintpcs.com</u> and with PCS Customer Solutions. Your default password is the last four digits of your Social Security number.



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## **Finding Your Phone's ESN**

If you set up service using your PCS Phone, the network automatically communicates the ESN to us. You'll only need this number when you're setting up service by calling us from a phone other than your new PCS Phone. The ESN, or Electronic Serial Number, is an 11-digit number written on the barcode sticker attached to the phone. To find it, remove the phone's battery.

ESN:

After writing down the ESN, replace the battery and turn on your phone by pressing  $\left|\frac{\delta}{\delta}\right|$  for a few seconds.

# 6

#### (This section may not apply to you. If not, skip to section 7.)

■ You are on the PCS Clear Pay Program.

## Easy steps to follow to help keep you enjoying your new PCS Service

Dial is from your PCS Phone (normal airtime usage will apply) or sign on to www.sprintpcs.com to find out how many minutes you have currently used within your service plan. If you have exceeded the minutes in your plan or you have a past due balance, you should make a payment to keep your service turned on.

There are two easy payment options:

- Make a payment at any Western Union location using the Swiftpay form. To find the nearest location, dial
   Image: Imag
- or –
- Dial I from your PCS Phone (posting time is 12 hours).

#### How we will help you keep your service turned on:

In the event that your service has been turned off, you will receive a text message stating: "Your PCS Service has been turned off. Please make a payment to restore service."



- The first time your service has been turned off you will be given the option of speaking with a PCS Customer Solutions Specialist. You may also choose instead to be connected directly to our automated payment process to make a payment to have your service turned back on. (In either instance, payment will be credited and service turned back on within 12 hours.)
- For any additional times that your service has been turned off, you will be connected to our automated payment process. You will have to make a payment to have your service turned back on (payment will be credited and service turned back on within 12 hours).

**Note:** Until you speak with a specialist, you will be given the option to speak with a PCS Customer Solutions Specialist each time your service has been turned off. Once you speak with a specialist, you will thereafter automatically be connected to our automated payment process.

## Understanding Your PCS Service Plan

#### PCS Free & Clear Plans With Vision Monthly Service Charge ......\$ Anytime Minutes ..... Unlimited Night & Weekend Minutes (Mon.-Thur. 9pm-7am, Fri. 9pm-Mon. 7am) ..... Yes 📃 No 🗌 Each additional voice minute (overage) \_\_¢ \_\_\_\_\_ Nationwide Long Distance Included ... Yes 🗌 No 🗌 Options (monthly charges) Unlimited Night & Weekend Minutes (if not included with plan) .....\$ □ Unlimited PCS-to-PCS Calling<sup>SM</sup>...... \$\_\_\_\_ □ PCS Voice Command<sup>SM</sup>.....**\$** □ PCS Business Connection<sup>SM</sup>...... □ PCS Add-a-Phone<sup>SM</sup>.....\$ Off-Network Minutes ....... PCS Equipment Replacement ...... □ Roadside Rescue ......\$\_\_\_\_ □ Other/PCS Ready Link<sup>SM</sup>.....\$

**Getting Started** 

PCS Free & Clear Plans				
Monthly Service Charge\$				
Anytime Minutes				
Unlimited Night & Weekend Minutes (MonThur. 9pm-7am, Fri. 9pm-Mon. 7am) Yes No Each additional voice minute (overage)¢				
Nationwide Long Distance Included $\ldots$ . Yes $\hfill\square$ No $\hfill\square$				
Options (monthly charges)				
<ul> <li>Unlimited Night &amp; Weekend Minutes (if not included with plan)\$</li></ul>				
Off-Network Minutes   C DCS Equipment Replacement				
Roadside Rescue				
Other/PCS Ready Link <sup>SM</sup> \$				

### PCS Advantage Agreement<sup>sm</sup>

- □ I have agreed to a PCS Advantage Agreement.
  - \_\_\_\_1 Year
  - 2 Year

\$\_\_\_

□ I have opted not to sign a PCS Advantage Agreement.

\_\_\_\_\_ Monthly fee

**Note:** Your agreement for wireless service with Sprint is made up of the Service Plan you choose and the Terms and Conditions of Service which can be found on page 59 of this guide.

Getting Started

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# Your New PCS Phone Number and User Name

PCS Phone Number

PCS User Number

Your user name is automatically assigned to you. Your user name, which resembles an email address (for example, <u>name@sprintpcs.com</u>), is used with PCS Mail and text messaging services.

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## **Understanding Your PCS Invoice**

Your first invoice will arrive within a few days and reflect the following charges:

- Your first full month of service, which is your monthly service charge of \$\_\_\_\_\_
- Additional charges such as taxes, roaming, or overages
- Charges for additional options you opt to subscribe to: \$\_\_\_\_\_
- Your one-time non-refundable activation fee of \$\_\_\_\_\_

The approximate total of your first invoice will be \$\_\_\_\_\_

Getting Started

## **10** Quick, easy options to manage your account

With PCS Customer Solutions, there are two convenient options for managing your account.

#### Manage it online - visit <u>www.sprintpcs.com</u>

#### Once you sign on, you can:

- ▶ View the details of your PCS Service Plan
- Find out how many minutes you have used and how many minutes are remaining in your plan
- View your current and previous three months invoices, including the call detail
- ▶ Make a payment
- Find out about PCS Products and Services
- Learn how to set up your voicemail and more

#### Once Connected you can:

- ▶ Use your PCS Phone press 🐜 4 🕏
- Access a summary of your rate plan
- Find out the number of minutes remaining in your plan for the current invoice cycle
- Access information about your most recent invoice
- Find out when your last payment was received
- ▶ Make a payment

Note: Normal airtime charges will apply when calling 🐜 🗔

#### Welcome and thank you for choosing Sprint.

Getting Started

## **Basics of Your PCS Phone**





#### Your Phone's Features

- **1. Speaker:** The speaker allows you to hear the other caller and the different ring tones and sounds offered by your phone.
- **2. Signal Strength Indicator:** This icon represents the signal strength by displaying bars. The more bars displayed, the better the signal strength.
- **3. Display Screen:** The display screen displays all the information needed to operate your phone.
- **4. Ready Link Key**: This key allows you to access the PCS Ready Link List.
- **5. OK/Voicemail Key:** Pressing this key when navigating through a menu accepts the highlighted choice in the menu. Pressing this key for two seconds automatically dials your voicemail. In standby mode, this key allows you to access the **Messaging** menu directly.
- **6. One Touch Internet Access:** Allows you to the Web with the press of a key. Press and hold to automatically launch the Web browser.
- **7.** Volume Key: This key allows you to adjust the ringer volume in standby mode (with the flip open) or adjust the voice volume during a call. The volume key can also be used to scroll up or down to navigate through the different menu options. To mute the ringer during an incoming call, press the volume key up or down.
- **8.** TALK Key: This key allows you to place or receive a call. In standby mode, press the key once to access the Outgoing call log. If you press and hold the key down, you will initiate the Voice Recognition feature.



#### Basics

- **9.** Numeric Keypad: Use these keys to enter numbers, letters, and characters.
- **10.** Shift/Asterisk Key: Enters the asterisk [\*] character for calling features. In text entry mode, press to change the character input type.
- **11.** Accessory Interface Connector: This connector is used to connect any available accessory cables to your phone.
- **12.** Power Interface Connector: The power interface connector is used to plug in the charging accessories.
- **13. Microphone:** The Microphone allows the other caller to hear you clearly when you are speaking to them.
- **14. Space/Pound Key:** This key enters the pound [#] character for calling features. In text entry mode, press to enter a space.
- **15. BACK Key:** This key deletes characters from the display. When in a menu, press to return to the previous menu. This key also allows you to return to the previous screen in a PCS Vision session.
- **16. END Key:** This key ends a call. Press and hold this key for a few seconds to turn your phone On or Off. While in the main menu, it returns the phone to standby mode and cancels your input. When you receive an incoming call, press to enter silent mode and mute the ringer.
- **17.** Navigation Key: This key allows you to scroll through the phone menu options, and provides a shortcut to phone functions from standby mode.
- **18. MENU Key:** This key displays the first level or Main Menu of options. Press again to view the next menu page.
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- **19. Speakerphone Key:** This key allows you to make and receive calls in speakerphone mode.
- **20. Service LED**: This LED shows your phone's connection status and flashes when the battery is charged.
- **21. Ringer Indicator:** This icon indicates that a ringer is set.
- **22. Battery Indicator:** The battery indicator displays the amount of remaining battery charge currently available in your phone. When all bars are displayed in the battery icon, the phone's battery is fully charged. When no bars are displayed, the phone's battery is completely discharged or empty.
- **23. Position Indicator:** This icon indicates that the position location feature is active.

**Headset Jack:** (on the top of the phone) Allows you to plug in an optional headset for safe, convenient hands-free conversations.

#### Viewing the Display Screen

This list identifies the symbols you'll see on your main LCD screen.

Tull dis

displays your current signal strength. The more lines you have, the stronger your signal.

- means your phone cannot find a signal.
- tells you a call is in progress.



Basics		
	T	indicates that you have voicemail, text, numeric pages, or PCS Web Alert messages waiting. Press 👔 briefly to see a list of pending messages or press and hold to dial your voicemail box.
		indicates that your PCS Vision connection is active.
		indicates that your PCS Vision connection is dormant or inactive.
		indicates that you are receiving information.
		indicates that you are sending information.
		indicates that your phone is in vibrate mode.
		shows your current battery charge strength. (Icon shown fully charged.)
	$\oplus$	indicates that position location is active.
	Ø	indicates that position location is inactive.
		indicates that the TTY option is On.
	R	indicates that your phone is roaming.
	S	indicates that your phone is in security mode.
	۵	indicates that an alarm is set on your phone.

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indicates that the ringer is set at a level between 1-8 or that 1-Beep is selected.
 indicates that the ringer is turned Off.
 indicates that something has been down loaded to your phone.
 indicates the PCS Ready Link service is active.

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Basics

## **Turning Your Phone On and Off**

#### **Turning Your Phone ON**

- **1.** Fully extend the antenna to receive the best reception.
- 2. Press 📓. The phone will display "Entering Sprint Service Area," then it will automatically enter standby mode the phone's idle state. At this point, you're ready to begin making and receiving calls.

**Note:** When you turn on your phone for the first time, you will be asked to activate PCS Ready Link service. Press it to use PCS Ready Link service.

#### **Turning Your Phone OFF**

 Press <sup>[3]</sup>/<sub>[3]</sub> for a few seconds until the ending animation is started.

#### Setting the Language

- 1. Press 🛐 to access the main menu.
- 2. Press 7. for Settings (Ajustes).
- 3. Press and for Others (Otros).
- **4.** Press  $5^{m}$  for Language (Idioma).
- **5.** Press the navigation key up or down to select **English** or **Español**.
- 6. Press 🖉 .

## Using the Battery and Charger

#### Installing and Removing the Battery

#### To insert:

- **1.** Insert the battery into the opening on the back of the phone, making sure the plastic tab on the back is inserted into the matching slot in the phone.
- **2.** Press until the latch snaps into place.



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#### To remove:

- So that no stored messages or numbers are lost, first power off your phone by pressing and holding [3].
- **2.** Push the battery release latch up completely. The battery will separate slightly from the phone.
- **3.** Pull the battery away from the phone and remove.



#### Basics

#### **Charging the Battery**

It is vital that you use only the Sprint-approved Travel Charger specifically designed for your phone. Use of unauthorized accessories could damage your phone and invalidate your warranty.

#### To use the travel charger:

- **1.** Insert the end of the travel charger connector into the power interface connector.
- **2.** Plug the other end into a standard wall outlet receptacle.

When the Travel Charger is used to charge the battery, a red service LED turns on when the flip is closed. When the flip is open, an animated battery icon is displayed on the screen.

When the battery is completely charged, the service LED changes to green, or if the flip is open, the battery animation is stopped and the battery icon is displayed with all full bars.

It takes about 4 hours to fully recharge a completely rundown battery.

### **Making and Answering Calls**

#### **Making Calls**

- **1.** Make sure your phone is on.
- 2. Enter a phone number. If you make a mistake while dialing, press to erase one digit at a time or press and hold to erase the entire number.
- **3.** Press 😥 to place the call.
- **4.** When you're finished, close the flip or press  $\left|\frac{3}{3}\right|$ .

#### **Answering Calls**

- **1.** Make sure your phone is on. (If your phone is off, incoming calls go to voicemail.)
- 2. When your phone rings or vibrates, answer the call by pressing 😥. (Depending on your settings, you may also answer a call by opening the flip or by pressing any key.)
- **3.** To end the call, close the flip or press [3].

#### **Signal Strength**

Call quality is always best when the antenna is fully raised. If you're inside a building, being near a window may give you better reception. You can see the strength of your signal by the signal indicator (**T**...**I**) on your phone's display screen.

## Basics

Basics

## Controlling Your Roaming Experience

Your phone is tri-mode, which means you can make and receive calls while on the Sprint Nationwide PCS Network and you can also roam on other analog, and 1900 and 800 MHz digital networks where we've implemented roaming agreements with other carriers. To learn more about roaming, visit <u>www.sprintpcs.com</u>.

Your phone has several features that let you control your roaming experience.

#### Setting Your Phone's Roam Mode

- 1. Press 🛐 to access the main menu.
- **2.** Press  $\overline{7_{\text{os}}}$  for Settings.
- 3. Press **B**ruy for **Others**.
- 4. Press for Roaming.
- 5. Press 1 for Set Mode.
- **6.** Select the desired option and press 🖉 .
  - Automatic: Searches for alternative wireless networks when PCS Service is not available.
  - Analog: Forces the phone to seek an analog roaming system. The next time the phone is turned on, the previous setting is restored.
  - Sprint: Lets you make and receive calls only on the Sprint Nationwide PCS Network and prevents roaming.



#### **Call Guard**

Reminds you when you are making or receiving a roaming call and requires you to take additional steps before placing or answering it. These additional steps are not required when you make or receive calls while on the Sprint Nationwide PCS Network.

#### To turn Call Guard on

- **1.** Press v to access the main menu.
- 2. Press 7. for Settings.
- 3. Press **B**TU for Others.
- **4.** Press for **Roaming**.
- **5.** Press  $2^{\text{AC}}$  for Call Guard.
- 6. Select On or Off and press 📳.

#### To place roaming calls with Call Guard on:

- From standby mode, dial 1+area code+seven digit number and press (1). (A prompt will display.)
- 2. Press (1) to accept the roaming rates and place the call.

#### To answer incoming calls with Call Guard on:

Press 1 to accept the roaming rates and answer the call.

#### Feature Availability

- > You can make and receive calls while roaming.
- > You will have access to voicemail while roaming.
- Some features which are standard on the Sprint Nationwide PCS Network, such as Call Waiting, PCS Voice Command, and PCS Vision are unavailable while roaming.



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### **Internal Phone Book**

#### **Saving Phone Numbers**

1. From standby mode, enter a phone number.



(The Select Entry screen is displayed.)

**Note:** The Select Entry screen does not display for the first entry saved into the phone book. Skip to step 4 if you are entering the first number in the phone book.

3. Select Add New Entry to save the number as a new entry and press 🗿.

– or –

Scroll through the Phone Book to select an existing name. Press  $\left[\frac{g}{g}\right]$  to add the additional number to the selected entry.

- 4. Select a label by highlighting Home, Work, Mobile, Pager, Fax, or No Label and press 📳.
- 5. Enter a name for the entry using the numeric keys. Press 1 to change the entry method between T9 (English), Alpha, Symbol, and Number.
- 6. When you are finished entering the name, press 🗿 to return to the phone book entry.
- **7.** Press to save the entry.



#### **Finding Phone Numbers**

- From standby mode, enter one to four numbers of the last four digits of a phone number and press [].
- 2. Press 4. for Find. (A list of possible matches is displayed.)
- **3.** Use your navigation key to display the desired entry.
- **4.** To dial the number, highlight it and press **[**].

#### Making a Call From Your Internal Phone Book

- **1.** Press the navigation key up to display your internal Phone Book.
- 2. Scroll left or right to search by By Name, By Entry, or By Group.
- **3.** Highlight the desired option and press the navigation key down.
- **4.** Enter the first few letters or the entry number or select the group to locate the desired entry.
- **5.** Scroll to highlight the name and press  $\fbox$  to make the call.

Note: If an entry has more than one phone number, use your navigation key to display the number you want to call and press  $[\underline{s}]$  to make the call.

# Basics

Basics

### **Changing Your Phone's Settings**

You can customize many of your phone's functions, from **Display** and **Sounds** to **Phone Info** and **Ready Link**, through the **Settings** menu. Below are just a few examples of how to navigate and use the Settings menu.

#### **Airplane Mode**

When your phone is in Airplane Mode, it cannot send or receive any calls or access online information. You may still use the phone's other features, such as Games, Voice Memos, etc. When Airplane Mode is enabled, a message ( Phone or ) is displayed on screen.

#### To access airplane mode:

- **1.** Press to access the main menu.
- 2. Press Trees for Settings.
- **3.** Press for Airplane Mode.
- **4.** Press 📳 .
- 5. Press the navigation key up to select **On** and press

#### **Changing the Greeting**

- 1. Press 🛐 to access the main menu.
- **2.** Press  $7_{\text{res}}$  for Settings.
- 3. Press 1 for Display.
- **4.** Press 4 for **Greeting**.
- 5. Select User Name or Custom and press 📳 .
- 6. If you selected **Custom**, enter a new name and press [\*]. (If you selected **User Name**, your user name will be the greeting.)
### Adjusting the Ringer and Key Beep Volume

- 1. Press 👔 to access the main menu.
- 2. Press 7ress for Settings.
- **3.** Press  $2^{\text{AC}}$  for Sounds.
- 4. Press 1 for Ringer Volume or 4. for Key Tone.
- Highlight the desired sub-menu choice and press s.
   To adjust the key tone volume, select Tone Level.
- 6. Using the volume key or navigation key, select the desired sound setting and press 📳.

**Note:** The ringer volume can also be adjusted using the volume key in standby mode.

### Adjusting Volume During a Conversation

 Press the volume key on the side of your phone during the call.

### TTY Use With PCS Service From Sprint

A TTY (also known as a TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate via a telephone.

Your phone is compatible with select TTY devices. Please check with the manufacturer of your TTY device for connectivity information and to ensure that the TTY device supports digital wireless transmission.

When establishing your PCS Service, please call PCS Customer Solutions via the state Telecommunications Relay Service (TRS) by first dialing  $7_{--}$  (1) (1) (2). Then provide the state TRS with this number: 866-727-4889.



### To turn TTY mode on or off:

- 1. Press 🕶 🖝 🛚 🗤 🖓 🖓 .
- 2. Press 🗿 again to continue.
- Press the navigation key up or down to select Enable TTY or Disable TTY and press [\$].

**IMPORTANT NOTICE:** Sprint recommends that TTY users make emergency calls by other means including Telecommunications Relay Services (TRS), analog cellular, and landline communications. Wireless TTY calls to 911 may be corrupted when received by public safety answering points (PSAPs) rendering some communications unintelligible.

For additional information and instructions regarding TTY use, please see the online User's Guide at www.sprintpcs.com.

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## **Receiving Voicemail Messages**

### **Setting Up Voicemail**

- **1.** Press and hold 📓.
- **2.** Follow the system prompts to create your pass code and record your greeting.

### **Retrieving Voicemail Messages**

Press and hold  $\left[\frac{g}{g}\right]$ . Follow the system prompts.

### **Accessing Voicemail From Another Phone**

- **1.** Dial your PCS Phone Number.
- 2. Press 💽 when voicemail answers.
- **3.** Enter your pass code.

Basics

### **PCS Service Features**

### **Call Waiting**

### To respond to an incoming call while you're on a call:

- The screen displays the incoming call and a tone is heard. Press to accept the call and place your existing call on hold.
- **2.** To switch between callers, press 🛃.
- 3. When finished, you can press (2).

**Note:** If you press () with a caller on hold, the current call is disconnected and the phone rings again to allow you to connect to the call that was on hold.

### **Call Forwarding**

Call Forwarding lets you forward your calls to another number. You can still make calls from your phone while this is activated. There is a per call charge for this service.

### To activate:

- 1. Press 🐜 🖓 2/10.
- **2.** Enter the area code and phone number.
- **3.** Press **(**). A tone is heard that confirms the activation of Call Forwarding.

### To deactivate:

- 1. Press 🐜 7,555 2480 0mm.
- 2. Press 😢. A tone is heard that confirms the deactivation of Call Forwarding.

### **Three-Way Calling**

Talk to two different people at the same time. When using this feature, the normal airtime rates will be charged for each of the two calls.

- **1.** Enter a number you wish to call and press **\overline{b}**.
- Once you have established a connection to the first caller, press
- **3.** Press 4 or **3-Way Call**. The first caller is placed on hold.
- **4.** Dial the second number you wish to call and press  $\boxed{\frac{1}{2}}$ .
- 5. When you're connected to the second caller, press to begin your three-way call.

If one of the people you called hangs up, you and the remaining caller stay connected. If you initiated the call and are the first to hang up, all three callers are disconnected.

# Basics

### PCS Voice Command<sup>sм</sup>

With PCS Voice Command, you can call a number just by saying a name. (There is a monthly charge for PCS Voice Command.)

### Get started by setting up your Personal Address Book

- 1. Press 🐱 🖾 . The first time you use it, you will hear a tutorial before moving on to the next step.
- **2.** You'll hear a tone followed by the prompt "Ready." Say "Add Name" to begin setting up your Personal Address Book.

### Making a call with PCS Voice Command

- 1. Press 💽 🖳 . (You'll hear a tone followed by the prompt "Ready.")
- **2.** After the prompt, say "Call" and the name of the person or the number you want called.
- **3.** Your request will be repeated and you will be asked to verify. Say "Yes" to call the number or person. Say "No" to cancel.

### Accessing information using PCS Voice Command

- 1. Press 💌 🛃.
- 2. Say "Call the Web."
- **3.** Choose from a listing of information categories like email, news, weather, sports, and more.
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## PCS Vision<sup>SM</sup>

### **Getting Started With PCS Vision**

To sign up for PCS Vision services or access complete instructions, visit <u>www.sprintpcs.com/manage</u> where you may download your phone's complete user's guide.

### Launching PCS Vision

- 1. Press 🛐 to access the main menu.
- 2. Press 4... for Web. (The browser will launch and display the PCS Vision Home page.)
- **3.** From the PCS Vision home page, press to view the following:
  - 1. Home
  - 2. Forward
  - 3. Mark this Page
  - 4. View Bookmarks
  - 5. Search
  - 6. History
  - 7. Go to URL
  - 8. Show URL
  - 9. Refresh this Page
  - 10. About Browser
  - 11. Restart Browser
  - 12. Preferences
- 4. End or exit PCS Vision session by pressing [3].

# Basics

### Basics \_

### **PCS Vision Services**

With PCS Vision services, you will have access to additional features, better performance, faster Internet connections, and a wider variety of online services. Features such as Web access, graphically-enriched games, and sending/receiving digital images will be available through the enhanced Sprint Nationwide PCS Network.

### Messaging 🖂

Send and receive email and text messages or chat on your PCS Vision Phone.

### Games 🤌

Play exciting games with full-color graphics, sound, and vibration.

Ringers

Personalize your PCS Vision Phone by downloading and assigning different ringers to numbers in your address book.

### Screen Savers

Download unique images to use as screen savers or make it easy to tell who's calling by assigning specific images to numbers in your address book.

### Web

Experience full-color graphic versions of popular Websites from your PCS Vision Phone.

## PCS Business Connection<sup>SM</sup> $\bigotimes^{(k)}$

Secure, real-time access to your Microsoft<sup>®</sup> Outlook<sup>®</sup> or Lotus Notes<sup>®</sup> company email, calendar, business directory, and personal contacts.

### **Accessing PCS Vision Services**

### **User Name**

Your user name (for example, name@sprintpcs.com) is also your email address for PCS Mail. It is automatically assigned to you when you sign up for PCS Service.

When your phone is PCS Vision-enabled, your user name is displayed by accessing the **Phone Info** menu (press 1). From standby mode, press and hold the one-touch Internet key (()) down to find your user name and options.

Once your phone is activated, you are signed in and ready to connect to PCS Vision services at any time. You will only be charged for services when you use them.

### PCS Vision Symbols on Your Screen

indicates that your PCS Vision connection is active.

- indicates that PCS Vision connection is dormant or inactive.
  - indicates that you are receiving information.
- indicates that you are sending information.

### **PCS Vision Billing Information**

See your service plan for details on PCS Vision billing.



## Downloading Content With PCS Vision

With PCS you can express your personality with an array of downloadable ringers, graphics, and screensavers. You can also download and play great games individually on your handset or play others using the Web.

## Downloading Games, Ringers, Screen Savers, and Applications

To download an available item to your phone:

- **1.** Press to access the main menu.
- **2.** Press for Downloads.
- **3.** Select one of the following.
  - ▶ 1 for Games.
  - ▶ ₂ for Ringers.
  - ▶ 🗊 for Screen Savers.
  - ▶ 4 for Applications.
- 4. Press 1 for Get New. (This launches the browser.)
- Press the navigation key down to select an item or category and press is.

**Note:** You can also press the corresponding number on the keypad to select the category.

- 6. Select the desired item and press 📳.
- Review the pricing details, press the navigation key down to highlight **Buy**, and press 3.
- 8. Enter your password to authorize your premium service purchase and press 🗿.

- 9. Press the navigation key down to highlight OK and press 📳.
- **10.** Once the item is downloaded, press to return to the **Downloads** menu or 3 to return to the main menu.

**Note:** The number of ringers, graphics, screen savers, and games that can be downloaded varies depending on the size of the files and memory available in the phone. When your memory becomes full, a message is displayed on the screen. All applicable download and ringer purchasing fees apply during this process.

## Assigning Downloaded Ringers and Screen Savers

Downloaded ringers and screen savers may be assigned directly from the **Downloads** menu and are also available through the **Settings** menu.

To assign a ringer or screen saver from the  $\ensuremath{\mathsf{Downloads}}$  menu:

- **1.** Press **b** to access the main menu.
- **2.** Press  $5^{m}$  for **Downloads**.
- **3.** Highlight Ringers or Screen Savers and press  $\left[\frac{\delta}{\delta}\right]$ .
- 4. Highlight the desired item and press 📳 💷 for Set as.

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- **5.** Select one of the following:
  - ▶ Voice Calls
  - ▶ Pbook entry
  - Messages
  - ▶ Alarms
  - ▶ Schedule

Note: The content displayed on screen may be different.

**6.** Follow the screen prompts to continue.

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### **Your Phone's Special Features**

### PCS Ready Link<sup>s™</sup>

PCS Ready Link is a walkie-talkie-style communication feature. It allows you to quickly connect with your friends, family, and co-workers with just one push of a button. You can make 1-to-1 or 1-to-many calls (up to 5 others on the same call) to any other PCS Ready Link user, anywhere on the Sprint Nationwide PCS Network.

Below is some basic information about enabling and using PCS Ready Link. For more detailed instructions, see your phone's online User's Guide at <u>www.sprintpcs.com</u>.

Also, please see our PCS Ready Link brochures and PCS Service Plans Guide for important terms on use of our PCS Ready Link Service.

### Setting PCS Ready Link Mode

- 1. Press 👔 to access the main menu.
- 2. Press 7res for Settings.
- 3. Press or Ready Link.
- **4.** Press 1 for **Enable/Disable**.
- 5. Highlight Enable or Disable and press 📳. (The default setting is Enable.)
  - Enable: Lets you make or receive PCS Ready Link calls any time your phone is not in use.
  - **Disable:** Disables your phone's PCS Ready Link service; you will not be able to make or receive PCS Ready Link calls or access your Ready Link contacts.

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**Note:** Your PCS Vision Phone is pre-set to enable PCS Ready Link mode. If you do not subscribe to PCS Ready Link service, please disable your phone's PCS Ready Link mode.

### Managing Your PCS Ready Link Contact Lists

PCS Ready Link has its own separate address book with two primary lists: the **Personal List/Per. Groups**, which contain your personal Ready Link contact/group names and numbers, and the **Company List/Co. Groups**, which contain contacts/groups provided through your company. There are also lists for your outgoing, incoming, and missed PCS Ready Link calls.

Your **Personal List/Per. Groups** and your calls lists may be maintained directly through your phone, or you may manage it online by signing on to <u>www.sprintpcs.com</u>. Change made through your phone are automatically saved in your online directory.

Your **Company List/Co. Groups** can only be created and maintained by an authorized administrator on the PCS Ready Link server. You cannot add or edit contacts/ groups to your Company List/Co. Groups, but you may copy Company List/Co. Groups entries to your Personal List/Per. Groups.

### Adding a New Contact to Your Personal List

To add contacts to your Personal List from your phone:

- Press the Ready Link key on the left side of your phone () to access the PCS Ready Link List.
- 2. Press Go to, scroll to highlight Personal List, and press
- **3.** Scroll to highlight **New Contact** and press [s].

- **4.** Enter a name for the new contact and press **[**].
- Scroll to highlight the R-Link Number field, and press Inter the contact's 10-digit PCS Ready Link number (the same as their PCS Phone number), and press
- 6. Press Save to save to your Personal List.

### Adding a New Group to Your Personal Group List

- Press the Ready Link key on the left side of your phone () to access the PCS Ready Link List.
- 2. Press Go to, scroll to highlight Per. Groups, and press
- **3.** Scroll to highlight New Group, and press 📳 .
- **4.** Enter a **Group Name**, press **S**, and press **Next**.
- 5. To add contacts to the group, press Add, select an option, and press 📳.
  - ▶ New (to add a new contact)
  - from Company (to add a contact from your Company List)
  - ► from Personal (to add a contact from your Personal List)
- 6. Scroll to select the contacts your want to a add to the group and press **Pick** to include the selected entries.
- 7. Press **Done** when you are finished selecting contacts, then press **Update** to update your Personal Group List with the new group entry.

**Note:** PCS Ready Link numbers must contain ten digits (area code + phone number). Your PCS Ready Link number is the same as your PCS Phone number.

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**Note:** You can create and edit individual and group entries for your Personal List online. Just go to <u>www.sprintpcs.com</u> and visit the Manage section to access your PCS Ready Link Personal List.

### **Editing a Contact in Your Personal List**

- Press the Ready Link key on the left side of your phone () to access the PCS Ready Link List.
- 2. Press Go to, scroll to highlight Personal List, and press [\$].
- **3.** Scroll to highlight the entry you want to edit and press **Options**.
- **4.** Scroll to highlight **Edit** and press 📳.
- Scroll to highlight the field you want to edit (Name or R-Link Number), and press s.
- 6. Edit the entry, press OK, and press Save to save your changes.

### **Copying a Contact to Your Personal List**

- Press the Ready Link key on the left side of your phone (□) to access the PCS Ready Link List.
- Press Go to, scroll to highlight the list from which you want to copy a contact (Company List, Co. Groups, Outgoing Calls, Incoming Calls, or Missed Calls) and press [\$].
- **3.** Scroll to highlight the entry you want to copy (or scroll to highlight the **Redial** entry at the top of your screen) and press **Options**.
- 4. Scroll to highlight Copy and press 📓 . (If you are copying a group, highlight Copy Group.)



**5.** Press **Yes** to copy and save the entry to your Personal List.

**Note:** Your Company List/Co. Groups can only be set up and edited by an authorized administrator on the PCS Ready Link server. You cannot add or edit contacts/groups to your Company List/Co. Groups.

### Making PCS Ready Link Call From Your Contacts Lists

- Press the Ready Link key on the left side of your phone (□) to access the PCS Ready Link List.
- Press Go to, scroll to highlight the list from which you want to make a call (Company List, Co. Groups, Personal List, Per. Groups, Outgoing Calls, Incoming Calls, or Missed Calls), and press slip.
- **3.** Scroll to highlight the contact or group you want to call, and press and hold  $\bigcirc$  to place the call and get the floor. (You will set **R-Link calling...** and **Connecting...** followed by "**You have floor**." You can now begin speaking.)

- or -Press and release  $\bigcirc$  to place the call. (The call will connect as described above, but "**Floor is open**." will appear on the screen and either you or your contact may press and hold  $\bigcirc$  to take the floor and speak.)

Note: During a PCS Ready Link call, the "floor" is the right to speak. When you see "Floor is open.", the first person to press the Ready Link key ()) can speak (while holding the button). Only the person who has the floor can speak. The phone beeps if you press the Ready Link Button When another contact has the floor.

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- **4.** Continue holding [ as you speak. When you are finished speaking, release [ to allow other contacts to speak. (When the other party takes the floor, you will set the speaker's name and phone number and the text "has floor.")
- 5. When the call is finished, press 🔊 to end the call.

### Receiving a PCS Ready Link Call

- When a PCS Ready Link call is received on your phone, you will hear an incoming Ready Link tone and you will see R-Link Call and the caller's name and PCS Ready Link number on the screen. (You do not need to take any action answer the call.)
- If the person placing the call has kept the floor (held []), you will see the contact name and PCS Ready Link number along with "has floor", and you will hear the caller speaking.
- 3. When the caller finishes speaking and release □, you will see "Floor is open." on the display screen. Press and hold □ to take the floor and replay to the caller. (You will see "You have floor." and hear a tone confirming that you may speak.)
- **4.** When the call is finished, press *i* to end the call.

**Note:** When neither party has the floor during a PCS Ready Link call, **"Floor is open.**" appear on the display. If no one takes the floor for 20 seconds, the PCS Ready Link call ends automatically.



### Voice Dial

In addition to PCS Voice Command, you can use a Voice Dial to automatically dial a phone number in your Internal Phone Book.

To adapt digits for voice recognition:

- 1. Press 🛐 to access the main menu.
- 2. Press Tress for Settings.
- **3.** Press  $4_{\text{eff}}$  for Voice Dial.
- 4. Press 1 for Adapt Digits.
- **5.** Follows the voice prompt to program your phone to recognize your pronunciation for each digit.

To call a phone number using voice dial:

- **1.** Press [k] or the navigation key up briefly.
- 2. Say "Digit Dial" to dial a number using its location number or "Name Dial" to dial using its entry name, into your phone's microphone.
- **3.** Follows the voice prompts and recite the entry's number or name into your phone's microphone. (You will hear "Connecting..." and the number or name as the call is being placed.)

**Note:** Adapt digits in a quiet environment and without the aid of an accessory (for example, a headset or hands-free kit).

# Basics

### **Additional Features**

### Calendar

The built-in Calendar offers several personal information management features to help you manage your busy lifestyle.

### Location

Your PCS Phone is equipped with a Location feature for use in connection with location-based services which may be available in the future.

### **External Display**

The Sub LCD allows you to monitor the phone's status and to see who's calling without opening the flip.

### **Accessories for Your Phone**

### **Standard Battery**

Provides approximately 3.4 hours of continuous digital talk time (1.6 hours in analog) or approximately 168 hours of continuous digital standby time (16 hours in analog).

### **Extended Battery**

Provides approximately 5.6 hours of continuous digital talk time (1.6 hours in analog) or approximately 288 hours of continuous digital standby time (24 hours in analog).

### Vehicle Power Adapter

Charges your phone in your vehicle using the cigarette lighter adapter.

### **Travel Adapter**

Compact and lightweight, it's a convenient way to charge your phone while traveling.

### Leather Case

The leather case adds a sense of style and good looks and also allows you to fasten the case to your belt or clothing.

### Game Pad

Allows you to play games using the optional game pad.

### **Desktop Charger**

Allows you to charge the phone in an upright position and open while siting on a desk.



### Hands-Free Headset

Allows you to use your phone with the optional earpiece.

### Portable Hands-Free Car Kit

Allows you to operate your phone while keeping your hands free so you can drive safely. It also charges the battery.

### How to Order

Purchase at your local Sprint Store. You can also call the PCS Accessory Hotline  $^{\rm SM}$  (1-800-974-2221) or visit www.sprintpcs.com.

Next day delivery is offered in select areas.

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### **Performance and Safety**

## Important Information About Your Phone and Service

### Keeping Tabs on Signal Strength

The quality of each call you make or receive depends on the signal strength in your area. Your phone informs you of the current signal strength by displaying a number of bars next to the signal strength icon. The more bars displayed, the stronger the signal. If you're inside a building, being near a window may give you better reception.

### **Understanding the Power Save Feature**

If your phone is unable to find a signal after 15 minutes of searching, a Power Save feature is automatically activated. If your phone is active, it periodically rechecks service availability, or you can check it yourself by pressing any key. Anytime the Power Save feature is activated, a message displays on the screen. When a signal is found, your phone returns to standby mode.

### **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 watts to 0.2 watts in digital mode.

### **Knowing Radio Frequency Safety**

The design of your phone complies with updated NCRP standards described below. To further limit RF exposure, you can limit the duration of your calls and operate your phone in the most power-efficient manner. 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 Protections and Measurements (NCRP).

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### Maintaining Your Phone's Peak Performance

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

- Hold the phone with the antenna raised, fully-extended and over your shoulder.
- Try not to hold, bend or twist the phone's antenna.
- Don't use the phone if the antenna is damaged.
- 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. If it's inoperable, return it to a Sprint Store or call PCS Customer Service Solutions for service.

**Note:** For the best care of your phone, only Sprint Authorized Personnel should service your phone and accessories. Faulty service may void the warranty.

### Maintaining Safe Use of and Access to Your Phone

FAILURE TO FOLLOW THE INSTRUCTIONS OUTLINED MAY LEAD TO SERIOUS PERSONAL INJURY AND POSSIBLE PROPERTY DAMAGE

### **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.

When using your phone in the car:

- Get to know your phone and its features, such as speed dial and redial.
- ▶ When available, use a hands-free device.
- Position your phone within easy reach.
- Let the person you are speaking to know you are driving; if necessary, suspend the call in heavy traffic or hazardous weather conditions.
- Do not take notes or look up phone numbers while driving.
- Dial sensibly and assess the traffic; if possible, place calls when stationary or before pulling into traffic.
- Do not engage in stressful or emotional conversations that may divert your attention from the road.

- Dial 911 to report serious emergencies. It's free from your wireless phone.
- Use your phone to help others in emergencies.
- Call roadside assistance or a special non-emergency wireless number when necessary.
- Do not touch the antenna on the phone unnecessarily when the phone is switched on. Contact with the antenna affects the call quality and may cause the phone to operate at a higher power level than otherwise needed.

Tip: Purchase an optional Hands-Free Car Kit.

### 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 and/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 health care 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 remotecontrol 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, liquid 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 phone bill.

### Caring for the Battery

### **Protecting Your Battery**

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

- Use only Sprint-approved batteries and desktop chargers. These chargers are designed to maximize battery life. Using other batteries or chargers voids your warranty and may cause damage.
- 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.
- Never dispose of the battery by incineration.
- Keep the metal contacts on top of the battery clean.

- Don't attempt to disassemble or short-circuit the battery.
- 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.
- 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 (Lilon) Batteries**

For safe disposal options of your LiIon 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.

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Note: For safety, do not handle a damaged or leaking Lilon battery.

## Acknowledging Special Precautions and the FCC Notice

### FCC Notice

This phone may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the phone if such interference cannot be eliminated. Vehicles using liquefied petroleum gas (propane or butane) must comply with the National Fire Protection Standard (NFPA-58).

For a copy of this standard, contact the National Fire Protections Association, One Batterymarch Park, Quincy, MA 02269, Attn: Publication Sales Division.



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### Cautions

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. Only use approved batteries, antennas and chargers. 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.

### **Body-Worn Operation**

To maintain compliance with FCC RF exposure guidelines, if you wear a handset on your body, use the Sprint approved carrying case, holster or other accessory. If you do not use a body-worn accessory, ensure the antenna is at least 7/16 inch (1.5 centimeters) from your body when transmitting. Use of non-Sprint approved accessories may violate FCC RF exposure guidelines. For more information about RF exposure, visit the FCC Web site at <u>www.fcc.gov</u>.

### Terms and Conditions & Warranty Information

### **Terms and Conditions of Services**

(Effective as of June 1, 2003 until replaced)

Thanks for choosing Sprint. These terms and conditions are part of your agreement with Sprint for PCS Services.

The terms and conditions included with your PCS Phone may not be the most current version. For the most current version of the terms and conditions, please visit our website at <u>www.spintpcs.com</u> or call PCS Customer Service Solutions at 1-888-211-4PCS. If you activated PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your PCS Services, please visit our Website at <u>www.sprintpcs.com</u> or call PCS Customer Service Solutions at 1-888-211-4PCS (4727).

Para solicitar esta literatura en español, por favor contactar a 1-888-211-4PCS(4727).

Agreement. Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the terms, rates and features we set for that Service Plan. In the agreement, we use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint. You accept the agreement when you activate PCS Services or make any attempt to use our PCS Services (for example, attempting to place any call while on or roaming off the Sprint Nationwide PCS Network, using data services, etc.). We may change the Agreement at any time by giving you prior notice. Any changes to the Agreement are effective when we publish them. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If we change a material term of the Agreement and that change has a material adverse effect on you, you may terminate the Agreement without an early termination fee by calling 1-888-211-4727 within 30 days after the invoice date of the first invoice your receive after the changes go into effect. You understand and agree that taxes,

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Universal Service fees and other charges imposed by the government or based on government calculations may increase or decrease on a monthly basis, and that this paragraph does not apply to any increases in such taxes, Universal Service fees and other charges.

**Provision of Service.** Your purchase of a PCS Phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint by independent affiliates with access to the Sprint Nationwide PCS Network. Some Services may not be available or may operate differently in certain affiliate markets or other areas.

**Credit Verification.** You must have and maintain satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from credit bureaus. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services and require that you provide payment on account or a guarantee of payment before we resume Services.

Service Plan. You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. Except as permitted by the Agreement, you must maintain service with us on your Term Service Plan for the minimum term associated with that Term Service Plan. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan, or your Services terminate. Based on your credit rating or other factors, we may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

**Changing Service Plans.** If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service

charge for implementing any change directed by you in addition to the charges associated with the Service Plan or optional service features you select. If you are on a Term Service Plan and you want to change your service plan, you may be required to accept a new Term Service Plan and we may require you to pay the early termination fee set out in your Service Plan or other fee.

**Termination. Non-Term Service Plan.** If you are on a Non-Term Service Plan, you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. If your Service has been suspended due to non-payment, you may be charged a reactivation fee. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan. EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR TERM SERVICE PLAN BEFORE THE END OF THE TERM, OR IF WE TERMINATE SERVICES FOR CAUSE BEFORE THE END OF THE TERM, YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE ASSOCIATED WITH YOUR TERM SERVICE PLAN. No early termination fee is charged if you terminate a Term Service Plan in accordance with the return policy associated with your Term Service Plan. After the expiration of the term, the Terms relating to Non-Term Service Plans apply.

Termination. General. Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability if: (1) you breach any provision of this Agreement (including if you fail to pay any charges for Services); or (2) you fail to pay any charges due us for equipment or otherwise. If Services are terminated before the end of your current invoicing cycle, we will not prorate the monthly recurring charge to the date of termination, and you will not receive a credit or refund for any unused minutes in your Service Plan.

Use of Services and Equipment; Availability. You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming). Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner.



You may not resell or lease Services or equipment to anyone.

**Coverage.** Most services are only available within the operating range of the Sprint Nationwide PCS Network (also see Roaming). Coverage is not available everywhere. Coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, signal strength, your equipment, and atmospheric, geographic, or topographic conditions. We do not guarantee service availability or that there will be no interruptions or delays in Services (e.g., dropped calls, blocked calls, etc.).

Number. We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

**Phone Activation Fee.** You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone on your existing account or your Service Plan says so.

Charges. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, (including voicemail access, call waiting, call forwarding, etc.), connection fees, roaming charges, directory assistance, call completion charges, account review and management charges, optional features you select at an extra cost, surcharges related to government programs, and taxes. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay,

by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

PCS Vision (Third Generation) Wireless Charges. For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced Third Generation Sprint Nationwide PCS Network ("PCS Vision network"), you will be incurring data usage charges. You cannot receive incoming calls while using third generation services. Data usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on our PCS Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. The amount of data used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use, the amount of data used in the specific application or service, and network congestion. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach websites and use other applications and services, including those resulting from dropped network connections. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

**PCS Vision Premium Services.** Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. Certain PCS Vision services (e.g., games, ringers and screen savers) primarily contain premium services content. Access to and downloading of premium content is not included with PCS Vision services. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will Basics

be in addition to data usage charges you will incur while connected to the enhanced PCS Vision network. We provide no warranties and make no representations or claims with regard to third-party Premium Services. In certain instances, subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to available storage areas (e.g., your vault), including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific time frame (month, week, day, or other time period). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but we make no assurances that we will suspend your

Other Terms Applicable to PCS Vision Wireless Usage. Use of PCS Vision wireless services requires the purchase of a separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available while off the PCS Vision network. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services. You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages. Your access to PCS Vision wireless services is controlled by a password.

Voice Command. PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by

returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges.

**Invoicing.** Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your PCS Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Payment. If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the thirdparty service provider. We may immediately charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the

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rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

**Disputed Charges.** You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying PCS Customer Service Solutions. Calls to our sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Account Spending Limit. If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint. Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

**Clear Pay.** If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact PCS Customer Service Solutions for information about authorized
methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

Deposits. If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period. Wireless Web and Voice Portal Services. Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services are not available in all markets or while roaming off the Sprint Nationwide PCS Network. Use of Wireless Web Services requires an Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. Wireless Web Services are not available on PCS Vision phones or devices. The Caller ID blocking feature is not available when using Wireless Web Services. Any use of Wireless Web Services deducts from your Service Plan minutes. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint

Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your PCS account information. Wireless Web Services are not available with all Service Basics

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Plans. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third-parties and accessible through Wireless Web Services or Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

Taxes and Surcharges. We invoice you for taxes, fees and other charges levied by or remitted directly to federal, state or local authorities, or foreign government on Services including, without limitation, sales, gross receipts, use, and excise taxes. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document. We also invoice you for fees that we collect and remit to the government such as Universal Service, and for surcharges that we collect and keep to pay for the costs of complying with government mandates such as number pooling and portability, and Enhanced 911 service. These charges are neither taxes nor government imposed assessments.

Roaming. Calls made while off the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features and services may not be available when roaming (including PCS Vision, voicemail, call waiting, call forwarding, etc.).

Phones and Other Equipment. Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment. If your phone or other equipment is lost or stolen, you must notify us by calling PCS Customer Service Solutions. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

**Messages.** You will incur airtime usage charges when accessing your voicemail from your PCS Phone. You may also incur charges in accessing text messages from your PCS Phone. You may access your voicemail without incurring airtime usage charges by checking your voicemail from a wireline phone. We may impose limits on the number of voicemail or text message that can be retained through your PCS account. Audible or visual indicators of text or voicemail messages, including mailbox icons on your PCS Phone, may not always provide an up to date indication of new messages. In certain instances, you may be required to manually reset or clear your mailbox indicator.

**Caller ID.** If you do not want people you call to receive the Number assigned to your phone, you must call PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing \*67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

**TTY Access.** A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all PCS Phones. If you have a PCS TTY-capable phone, it may not function effectively, or at all, when attempting 911 calls due to the equipment or software of the answering agency. Therefore, a TTY device should not be relied on for 911 calls.

Pay-Per-Call Service. We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

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International Calling. You may be limited in the international destinations that you can call with Services. You should contact PCS Customer Service Solutions for information about international destinations that you cannot call.

Limitation of Liability. Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

a) any act or omission of any telecommunications service or other service provider other than us;

b) any directory listing;

c) any dropped calls or inability to place or receive calls;

d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;

e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;

f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;

g) any late or failed message delivery;

h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;

i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;

j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;



k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or

l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

**Indemnification.** You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD

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## HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of CPR or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of the CPR Institute for Dispute Resolution. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding (subject to the appeal clause below), and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of any arbitral panel in any arbitration arising out of or related to this agreement that is conducted in accordance with the requirements of such Appeal Procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

**Notices.** You may get our current address for written notice by calling PCS Customer Service Solutions. Written notice to you is sent to your last known address in our invoicing records. Written notice is effective three days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling PCS Customer Service Solutions, and (2) we may notify you by leaving a message for you on your PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

**Choice of Law; Jurisdiction.** This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles.



General. If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms.

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## Manufacturer's Warranty

## STANDARD LIMITED WARRANTY

What is Covered and For How Long? SAMSUNG TELECOMMUNICATIONS AMERICA, L.P. ("SAMSUNG") warrants to the original purchaser ("Purchaser") that SAMSUNG's Phones and accessories ("Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase and continuing for the following specified period of time after that date:

Phone	1 Year
Batteries	1 Year
Leather Cae/Pouch	90 Days
Holster	90 Days
Game Pad	90 Days
Other Phone Accessories	1 Year

What is Not Covered? This Limited Warranty is conditioned upon proper use of Product by Purchaser. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of Product, including antenna, or cosmetic damage; (b) equipment that has the serial number removed or made illegible; (c) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (d) malfunctions resulting from the use of Product in conjunction with accessories, products, or ancillary/ peripheral equipment not furnished or approved by SAMSUNG; (e) defects or damage from improper testing, operation, maintenance, installation, or adjustment; (f)



installation, maintenance, and service of Product, or (g) Product used or purchased outside the United States or Canada. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG 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 SAMSUNG phone for which it is specified.

What are SAMSUNG's Obligations? During the applicable warranty period, SAMSUNG will repair or replace, at SAMSUNG's sole option, without charge to Purchaser, any defective component part of Product. To obtain service under this Limited Warranty, Purchaser must return Product to an authorized phone service facility in an adequate container for shipping, accompanied by Purchaser's sales receipt or comparable substitute proof of sale showing the date of purchase, the serial number of Product and the sellers' name and address. To obtain assistance on where to deliver the Product, call Samsung Customer Care at 1-888-987-4357. Upon receipt, SAMSUNG will promptly repair or replace the defective Product. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product or replace Product with a rebuilt, reconditioned or new Product. Repaired/replaced leather cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Product will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for 90 days, whichever is longer. All replaced parts, components, boards and equipment shall become the property of SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty,

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Purchaser must pay all parts, shipping, and labor charges for the repair or return of such Product.

What Are the Limits On SAMSUNG'S Liability? EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED HEREIN, PURCHASER TAKES THE PRODUCT "AS IS," AND SAMSUNG MAKES NO WARRANTY OR REPRESENTATION AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

• THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE;

· WARRANTIES OF TITLE OR NON-INFRINGEMENT;

• DESIGN, CONDITION, QUALITY, OR PERFORMANCE OF THE PRODUCT;

· THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT. ALL IMPLIED WARRANTIES AND CONDITIONS THAT MAY ARISE BY OPERATION OF LAW, INCLUDING IF APPLICABLE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN WARRANTY STATED HEREIN. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, SAMSUNG SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE, USE, OR MISUSE OF, OR INABILITY TO USE

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# Notes

