

Sprint PCS®

The clear alternative to cellular.SM

www.sprintpcs.com

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How to Use This Guide

Welcome – you've made the right choice

The advantages of Sprint PCS are as clear as each call you make. With Sprint PCS, we give you what you really want from a wireless service provider – clear calls, easy-to-understand 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 this guide is divided into two sections that are designed to help you do just that.

1 The first section will guide you through the steps required to set up your Sprint PCS Service. It includes blanks so you can write down important information we'll share with you that you'll want to remember. Things like your new Sprint 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. And if you want to know more, just visit us online at www.sprintpcs.com, and access your account by clicking on "Log on" and entering your Sprint PCS Phone Number and account password. There, you'll find a complete phone user's guide that includes a section on learning about all the advanced features of your phone and service.

Getting Advanced Phone and Service Information

This guide covers the basics, but your phone is capable of performing a variety of advanced services. To learn how to use all the advanced features of your phone and service, log on to your account by visiting www.sprintpcs.com. There, you'll have access to your complete phone user's guide or you can take an online phone tutorial.

Your online phone user's guide provides information on basic and advanced features and services, which includes instructions and information such as:

- Learning Advanced Dialing Options
- Managing Call History
- Using Advanced Messaging
- Using Advanced Internal Phone Book Options
- Using your Phone's Advanced Settings
- Setting your Phone's Security
- Using the Scheduler
- Understanding your Phone's Menu Structure
- And more

Getting Started

Activating and Using Your
Sprint PCS Service

1

Have these things ready before you call to activate

- Your Sprint PCS® Phone. Make sure it's fully charged.
- Your Social Security number or your driver's license number
- Your credit card or checking account information (if a deposit is required)
- 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 based
- A pen

2

Setting up your service— You choose the way

The two fastest ways:

- From your Sprint PCS Phone, press *** 2 OK**.
- You can also:
- Use a phone other than your Sprint PCS Phone – dial **1-888-715-4588**.

3

Sprint PCS Service Areas

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

4

Your Sprint PCS Account Password

My Account Password is: _____

You'll use this number when managing your account on www.sprintpcs.com. Your default password is the last four digits of your Social Security number.

5

Finding Your Phone's ESN

If you set up service using your Sprint PCS Phone, the network automatically communicates the ESN to us. You'll only need this number when you're setting up service online at www.sprintpcs.com or calling us from a phone other than your new Sprint 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 holding down the  key for a few seconds.

6

Sprint PCS Clear PaySM Program

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


- ☐ You are on the Sprint PCS Clear Pay Program.
Check this box and read the information below.
 - Pay your invoice by the due date.
 - Make sure you don't use more minutes than are included in your plan. Press    on your Sprint PCS Phone at any time to see how many minutes you have left.
 - If your service gets turned off, you will receive a text message on your Sprint PCS Phone to alert you.
 - The first time your service is turned off, we'll connect you to a live Sprint PCS Clear Pay Program Specialist. Once you pay all the charges that have built up on your account, your service will be turned back on.
 - If your service is turned off again, you will be connected to our automated Sprint PCS Clear Pay Program Center to make your payment.

Payment Options:

- Western Union®

Dial **# 9 8 6**  from your Sprint PCS® Phone or 1-800-325-6000 from any phone for the nearest Western Union location. A \$5 transaction fee will apply. (*Posting time: 12 hours*)

- Your Sprint PCS Phone

Press *** 3**  on your Sprint PCS Phone. You can pay using a check. Or, you can pay by credit card if you have an established credit history with Sprint PCS that is in good standing. (*Posting time: 12 hours*)

7

Understanding Your Sprint PCS Service Plan

Name of my service plan: _____

Total Minutes in my Sprint PCS Service Plan: _____

- Anytime Minutes: _____
- Night & Weekend Minutes (M-Th 9pm-7am, F 9pm-M 7am): _____

Nationwide Long Distance included: ☐ Yes ☐ No

If no, long distance rate is _____ per minute.

Monthly service charge: \$ _____

Each additional minute: _____ ¢

Additional options on my service plan: (✓ all that apply)

- ☐ Sprint PCS Wireless Web®: \$ _____
- ☐ Sprint PCS Voice CommandSM: \$ _____
- ☐ Equipment Replacement Program: \$ _____
- ☐ Roadside Rescue: \$ _____
- ☐ Sprint PCS Add-a-PhoneSM: \$ _____
- ☐ Off-Network Option: \$ _____

Sprint PCS Advantage Agreement: ☐ Yes (fee may apply) ☐ No

If yes, select one:

- ☐ One-year agreement
- ☐ Two-year agreement

Also, ask about how as a Sprint PCS customer you can take advantage of Sprint long-distance savings on your home phone.

8

Your new Sprint PCS Phone Number

9

Understanding Your Sprint PCS Invoice

- Your first invoice will arrive within a few days.
- It will reflect the charges for your first full month of service, plus a **nonrefundable phone activation fee** of \$_____.

Quick, easy options to manage your account

With Sprint PCS Customer Service SolutionsSM you can visit **www.sprintpcs.com** or use your Sprint PCS Phone to access Claire, your virtual service representative. She'll guide you to the information you need.

Visit **www.sprintpcs.com**

Click on "Claire's Directory for Service Solutions" to:

- Make a payment using a credit card or electronic check
- Sign up for automatic payment
- Check your account balance, minutes used and current charges



- Change your service plan
- Add services like Sprint PCS Voice Command

Press ***** **2** **OK** on your Sprint PCS Phone

Claire responds to questions and statements, so say things like:

- "How many minutes have I used?"
- "I want to make a payment."
- "I want to change my service plan."
- "I have a question about my invoice."

We'll be in touch

We're glad to have you as a customer and we know you'll enjoy your service more if you're well informed. Look for information on a regular basis:

- Within 10 days, you'll receive a Welcome Letter containing confirmation of your new service
- Inside each Sprint PCS Invoice, you'll find special offers and other helpful information
- Quarterly, you'll receive a Sprint PCS Newsletter containing information you need to know to get the most out of your service

Remember, when you have questions, visit **www.sprintpcs.com**.

Welcome and thanks for choosing Sprint PCS.

Basics of Your Phone

Sprint PCS[®]

The clear alternative to cellular.SM

Your New Sprint PCS® Phone




Your Phone's Features


1. **Headset Jack:** Provides connection for an optional headset.
2. **Volume Keys:** Adjust the ringer volume in Standby mode or voice volume during a call.
3. **OK:** Lets you place a call and select menu options.
4. **Display Screen:** Displays phone status icons and menu items.
5. **Power On Indicator/LED:** Flashes when phone is powering up. Also flashes to alert you to incoming calls, messages, scheduler alarms and more.
6. **4-Way Navigator:** Scrolls through menus and displays the next or previous entry or message.
7. **END/PWR:** Lets you power the phone on or off, end calls or return to the main menu.
8. **CLR:** Lets you clear an entry or back up in a menu.

Turning Your Phone On and Off

Turning Your Phone ON

1. Fully extend the antenna to receive the best reception.
2. Press  for two seconds. The phone will display “Searching for Service” until it locates a signal, then it will automatically enter Standby mode – the phone’s idle state. At this point, you’re ready to begin making and receiving calls.

Turning Your Phone OFF

- ▶ Press  for two seconds until the screen displays its powering off message (for example, “LG Goodbye!”).

Using the Battery and Charger

Installing and Removing the Battery

- ▶ To install, insert the battery into the opening on the back of the phone and gently press down until the latch snaps into place.
- ▶ To remove, make sure the power is off. Press the battery release latch up and remove the battery from the phone at a 45-degree angle.

Charging the Battery

It is vital that you use only Sprint PCS-approved Desktop Chargers and AC Adapter Chargers. Use of unauthorized accessories could damage your phone and invalidate your warranty.

To use the desktop charger provided with your phone:

1. Plug the round end of the AC adapter into the charger holder and the other end into the electrical outlet.
2. Insert the phone (with battery installed) into the slot.
 - ▶ A red light on the charger lets you know the battery is charging.
 - ▶ A green light lets you know the battery is at least 80 percent charged.

It takes about three 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 **CLR** to erase one digit at a time. Or, press and hold **CLR** to erase the entire number.
3. Press **OK** to dial the number.
4. When you're finished, close the phone, press **END** or highlight **End Call** and press **OK** to end the call.

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 **OK**.
3. To end the call, close the phone, press **END** or highlight **End Call** and press **OK**.

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 (📶) on your phone's display screen.

Controlling Your Roaming Experience

Your phone is single-band, which means you can make and receive calls while on the Sprint PCS Nationwide Network and you can also roam on other digital networks where we've implemented roaming agreements with other carriers. To learn more about roaming, visit www.sprintpcs.com.

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





Setting Your Phone's Roam Mode

1. From the main menu, highlight **Settings** and press **OK**.
2. Highlight **Roaming** and press **OK**.
3. Highlight **Set Mode** and press **OK**.
4. To select an option, highlight it and press **OK**.
 - ▶ **Sprint PCS**: Lets you make and receive calls only on the Sprint PCS Nationwide Network and prevents roaming.
 - ▶ **Automatic**: Searches for alternative wireless networks when Sprint PCS Service is not available.


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 PCS Nationwide Network.

To Turn Call Guard On

1. From main menu, highlight **Settings** and press .
2. Highlight **Roaming** and press .
3. Highlight **Call Guard** and press .
4. Highlight **On** or **Off** and press .

To Place Roaming Calls With Call Guard On

1. From the main menu, dial 1+area code+seven digit number.
2. Highlight **Roam Call** and press .

To Answer Incoming Calls With Call Guard On





- ▶ From main menu, highlight **Answer** and press .

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 PCS Nationwide Network, such as Call Waiting, Sprint PCS Voice Command and Sprint PCS Wireless Web are unavailable while roaming.

Internal Phone Book





Saving Phone Numbers

1. From the main menu, enter a phone number.
2. Highlight **Save** and press .
3. Select a label by highlighting it and press .
4. Enter a name for entry or highlight an existing entry and press .
5. Press  to save entry in first available memory location.

Finding Phone Numbers






1. Enter one or more digits.
2. Highlight **Find** and press .
3. To display the Internal Phone Book entry that contains the phone number, highlight the entry and press .
4. To dial the number, press  again.

Making a Call From Your Internal Phone Book






1. Press the 4-way navigator left.
2. Highlight the entry you want to call and press .
3. Press  again to dial the entry's default phone number, or highlight the number you want to call, press  to display the number and press  again to dial the number.

Changing Your Phone's Settings

Changing the Greeting

1. From the main menu, highlight **Settings** and press .
2. Highlight **Display** and press .
3. Highlight **Greeting** and press .
4. Highlight **Change** and press .
5. Enter a new name and press .

Adjusting the Ringer, Key Beep and Earpiece Volume

1. From the main menu, highlight **Settings** and press .
2. Highlight **Sounds** and press .
3. Highlight **Audio Volume** and press .
4. Highlight **Ringer, Key Beep, Earpiece or PWR On/Off** and press .
5. Highlight a volume setting and press .

Adjusting Volume During a Conversation



- ▶ Press the volume keys on the side of your phone during the call.

Sending and Receiving 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  . Follow the system prompts.

Accessing Voicemail From Another Phone

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



Displaying Sprint PCS Wireless Web Messages

1. From the main menu, highlight **Messages** and press .
2. Highlight **Page/Text** or a custom folder and press . An asterisk before a folder indicates an unread message.
3. Highlight the message you want to display and press . Press the 4-way navigator down to display additional text.

Sprint PCS® Service Features

Call Waiting

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

- ▶ Highlight **Flash** and press . This puts the first caller on hold and lets you answer the second call. To switch between callers, highlight **Flash** and press  again.





– or –

- ▶ Highlight **End Call** and press  to end your first call. To answer the incoming call, highlight **Answer** and press .






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. Enter the area code and phone number to which your calls should be forwarded.
3. Press . You will hear two sets of two short dial tones confirming the activation of Call Forwarding.

To deactivate

1. Press    .
2. Press . You will hear two sets of two short dial tones confirming the deactivation.

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 .
2. Once you have established the connection, highlight **Dial 3-Way Call** and press  to put first caller on hold.
3. Dial the second number you wish to call and press .
4. When you're connected to the second party, highlight **Flash** and press  once more 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.



Sprint PCS Voice CommandSM

With Sprint PCS Voice Command, you can call a number just by saying a name.



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 Sprint PCS Voice Command

1. Press   .
2. You'll hear a tone followed by the prompt "Ready."
3. After the prompt, say "Call" and the name of the person or the number you want called.
4. 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 Sprint PCS Voice Command

1. Press   .
2. Say "Call the Web."
3. Choose from a listing of information categories like e-mail, news, weather, sports and more.

Your Phone's Special Features

External Display

Your phone's external LCD display lets you see who's calling without opening the flip.

Silent Mode

You may silence all of the phone's sounds by pressing and holding the volume down button on the side of the phone. All sounds will be restored the next time the phone powers up, or you may simply press and hold the volume up button to return to normal mode.

Accessories for Your Phone

Standard Battery

Provides up to 2.5 hours continuous talk time or up to six days continuous standby time.

Vehicle Power Adapter

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

Desktop Charger

Charges your phone's battery when the phone (with battery installed) is inserted in the charger's phone slot.

Travel Charger

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

Belt Clip

Attaches to the back of your phone and provides a safe and convenient way to carry your phone.

How to Order

Purchase at your local Sprint Store. Or call the Sprint PCS Accessory HotlineSM (1-800-974-2221) or visit www.sprintpcs.com.
Next day delivery is offered in select areas.

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).

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 SprintStore or call Sprint PCS Customer Service Solutions for service.

Note: For the best care of your phone, only Sprint PCS 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.

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 radiofrequency (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 remote-control RF devices to set off explosives.

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

- ▶ Fueling areas such as gas stations.
- ▶ Below deck on boats.
- ▶ Fuel or chemical transfer or storage facilities.
- ▶ Areas where the air contains chemicals or particles such as grain, dust or metal powders.
- ▶ Any other area where you would normally be advised to turn off your vehicle's engine.

Note: Never transport or store flammable gas, 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 PCS-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 (LiIon) Batteries

For safe disposal options of your LiIon batteries, contact your nearest Sprint PCS-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.

Note: For safety, do not handle a damaged or leaking LiIon 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 Protection Association, One Batterymarch Park, Quincy, MA 02269, Attn: Publication Sales Division.

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 PCS approved carrying case, holster or other accessory. If you do not use a body-worn accessory, ensure the antenna is at least one inch (2.5 centimeters) from your body when transmitting. Use of non-Sprint PCS approved accessories may violate FCC RF exposure guidelines. For more information about RF exposure, visit the FCC Web site at www.fcc.gov.

Terms and Conditions & Warranty Information

Terms and Conditions of Services

(Effective as of November 24, 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 www.sprintpcs.com 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 www.sprintpcs.com 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 you receive after the changes go into effect. You understand and agree that taxes, 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 until that Service Plan is changed, you switch to a different 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 may change the phone number ("Number") assigned to your PCS device 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, duplicate the Number to any device other than that authorized by us or, except as allowed for by law, transfer (port) the Number to any other individual or entity. If you transfer the Number to another carrier, the terms of the Agreement (including the rights and obligations set forth in the Termination paragraphs) still apply. In certain instances, you may transfer a Number from another carrier to Sprint. Sprint does not in any way guarantee that such transfers to (or from) Sprint will be successful. If a transfer to Sprint is not successful, you will be responsible any discounts provided

to you with the purchase of your PCS device. See our printed in-store materials or visit www.sprintpcs.com for additional important information on Number transfers.

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, rather than for airtime used. As long as your PCS Vision device is connected to the Sprint Nationwide PCS Network ("PCS Vision

network”), you will be incurring data usage charges. You are responsible for all data activity from and directed to your PCS Phone, regardless of who initiates the activity. We will invoice you for all data directed to the internet address (or “IP address”) assigned to your device in a given PCS Vision session, regardless of whether your device actually receives the data. You will be charged for data usage initiated by others as well as those you initiate. You will be charged for additional data used in transporting and routing on the network. 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. 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. 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 and other matters. For this and other reasons, estimates of data usage - for example, the size of downloadable files - will vary from what you actually use. You cannot receive incoming calls while using third generation services. Data usage 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. 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, ringtones 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 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 timeframe (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 account.

Other Terms Applicable to PCS Vision 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. PCS Vision services are not available for server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Unlimited PCS Vision plans/options are only available with phones or PCS smart phones where the device is not being used as a modem in connection with other equipment (e.g., computers, PDAs, etc.) through use of connection kits or other phone-to-computer/PDA accessories, or Bluetooth or other wireless technology. Sprint reserves the right to deny or to terminate service without notice for any misuse. 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 third-party 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 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 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.

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 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.

Manufacturer's Warranty

Customer Limited Warranty

SPRINT SPECTRUM, L.P., (Sprint PCS) offers you a limited warranty that the enclosed subscriber unit (Product), including accessories in the product package, will be free from defect in material or workmanship as follows:

1. SUBSCRIBER UNIT

A. **SPRINT PCS ONE (1) YEAR LIMITED WARRANTY.** For a period of one (1) year from the date of purchase, Sprint PCS will, at its option, either pay the parts and labor charges to any authorized Sprint PCS® Phone service facility to repair or replace a defective Product (with new or rebuilt parts/replacements). After this one (1) year period, you must pay all parts, shipping and labor charges.

B. **REPAIRS:** For a period equal to the remainder of the original limited warranty period on an original Product or for the 180 days after the date of repair/replacement, whichever is longer, Sprint PCS will repair or replace (with new or rebuilt replacements) defective parts or Product used in the repair or replacement of the original Product under this Limited Warranty.

Proof of purchase in the form of a bill of sale or receipted invoice or warranty repair document which is evidence that the Product is within the warranty period must be presented to obtain warranty service. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Products. Transfer or resale of a Product will automatically terminate warranty coverage with respect to the Products.

This limited warranty does not cover and is void with respect to the following: (i) Products which have been improperly installed, repaired, maintained or modified (including the antenna); (ii) Products which have been subjected to misuse (including Products used in conjunction with hardware electrically or mechanically incompatible or used with accessories not supplied by Sprint PCS), abuse, accident, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature; (iii) Products operated outside published maximum ratings; (iv) cosmetic damage; (v) Products on which warranty stickers or Product

serial numbers have been removed, altered, or rendered illegible; (vi) customer instruction; (vii) cost of installation, removal or reinstallation; (viii) signal reception problems (unless caused by defect in material and workmanship); (ix) damage the result of fire, flood, acts of God or other acts which are not to the fault of Sprint PCS and which the Product is not specified to tolerate, including damage caused by mishandling and blown fuses; (x) consumables (such as fuses); or (xi) any Products which have been opened, repaired, modified or altered by anyone other than Sprint PCS or a Sprint PCS authorized service center.

This warranty does not cover customer education, instruction, installation, set up adjustments, or signal reception problems.

This warranty is valid only in the United States.

USE WITH ACCESSORIES NOT SUPPLIED BY SPRINT PCS OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY SPRINT PCS MAY BE DANGEROUS.

SPRINT PCS SPECIFICALLY DISCLAIMS LIABILITY, AND SHALL HAVE NO OBLIGATION TO PROVIDE TO BUYER ANY OTHER REMEDY, FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF SALES, LOSS OF USE OF THE PRODUCT, OR ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT), DAMAGE DUE TO IMPROPER OPERATION OR MAINTENANCE, INSTALLATION, CONNECTION TO IMPROPER VOLTAGE SUPPLY, OR ATTEMPTED REPAIR OF THE PRODUCT BY ANYONE OTHER THAN A FACILITY AUTHORIZED BY SPRINT PCS. THIS WARRANTY DOES NOT COVER PRODUCTS SOLD AS IS OR WITH ALL FAULTS, OR CONSUMABLES, (SUCH AS FUSES). THIS WARRANTY DOES NOT APPLY WHEN THE MALFUNCTION RESULTS FROM USE OF THE PRODUCT IN CONJUNCTION WITH ACCESSORIES, PRODUCTS OR ANCILLARY OR PERIPHERAL EQUIPMENT NOT SUPPLIED BY OR EXPRESSLY AUTHORIZED FOR USE BY SPRINT PCS, AND WHERE IT IS DETERMINED BY SPRINT PCS THAT THERE IS NO FAULT WITH THE PRODUCT ITSELF.

REPAIR OR REPLACEMENT, AS PROVIDED BY THE WARRANTY, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. SPRINT PCS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT WITHIN THE TIME PERIOD SPECIFIED IN THE LIMITED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

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

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

For other Warranty Service Information, please call SPRINT PCS CUSTOMER SERVICE SOLUTIONS at 1-888-715-4590.

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