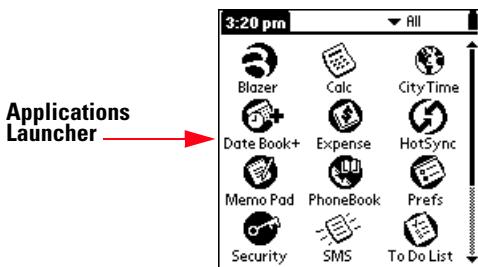


Accessing Other Applications

Using the Applications Launcher

1. Press Option  and then press Menu  to open the Applications Launcher.



2. Use the scroll buttons to locate the application you want to use.

To jump directly to an application icon, type the first letter of the application name. For example, type M to jump to the Memo Pad icon.

3. Tap the application icon to launch it.

Using the Application Buttons

- ▶ Press Option  and then press PhoneBook  to access SMS.
- ▶ Press Option  and then press Date Book Plus  to access To Do List.
- ▶ Press Option  and then press Blazer  to access CityTime.
- ▶ Press Option  and then press Memo  to access Calculator.

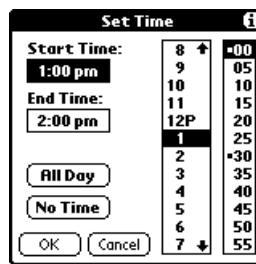
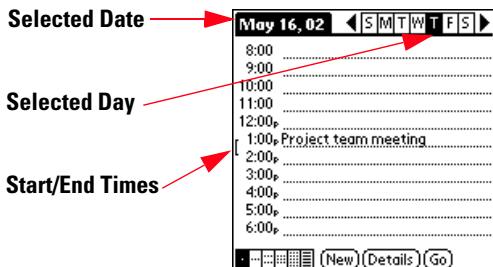
Date Book Plus

Adding an Event

1. Press Date Book Plus .

2. Use the scroll buttons to select the day.

To scroll by weeks, press Shift  and then a scroll button.



3. Type the time the event starts. For example type 53 for 5:30.
4. Press the bottom scroll button and type the time the event ends.
5. Hold Option  and press Return  to finish.
6. Type a description.

Tip: You can also select the date of an event by pressing Menu  and under Options selecting Go to Day (I/O). In the Go to Date dialog, hold Shift  and press a scroll button to scroll by months, or hold Option  and press a scroll button to scroll by years. In the Go to Date dialog, you can also type the number of the day, or tap the screen to select a date from the calendar.

Scheduling an Untimed Event

You can schedule events that occur on a particular date, but are not associated with a particular time, such as a birthday or anniversary.

1. Select the date of the event.

2. Type a description.

The event appears next to a diamond at the top of the Day view.

Scheduling a Repeating Event

1. Create the event as described on page 32, and tap the event to select it.

2. Tap **Details**.

3. Tap the **Repeat** box and tap a repeat interval.

4. Type a number on the Every line to show how often the event repeats.

► For Weekly events, tap the day(s) the event repeats.

► For Monthly events, tap **Day** or **Date** as the repeat method.

5. (Optional) Tap the **End on** pick list, tap **Choose Date**, and select an end date.

6. Hold Option  and press Return 

A Repeat icon  appears next to the event.

Rescheduling an Event

1. Tap the event you want to reschedule.

2. Tap **Details**.

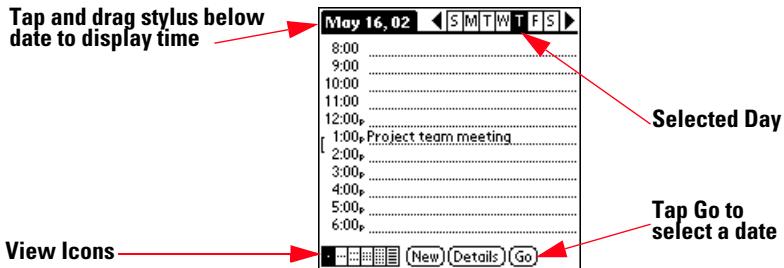
3. Tap to change the date and time as needed.

4. Hold Option  and press Return  to finish.

Displaying Your Calendar

Do any of the following:

- ▶ Press Date Book Plus  repeatedly to cycle through the various views: day, week, week with text, month, year, and list.
- ▶ Use the scroll buttons to move to another day, week, or month (based on the current view).
- ▶ Press Menu  and under **Options** select **Go to Day** (/0) to select a date from the calendar, or tap **Go**.



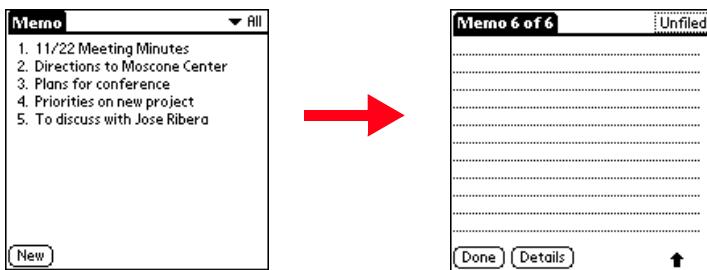
Deleting an Event

1. Tap the event you want to delete.
2. Press Menu  and select **Delete Item** (/D).
3. Hold Option  and press Return  to finish.

Memo Pad

Creating a Memo

1. Press Memo Pad .



2. Enter the memo text. Press Return  to move down to new lines in the memo.
3. Hold Option  and press Return  to finish.

Reviewing or Editing a Memo

1. In the Memo list, tap the memo you want to review or edit.
2. Review or edit the text in the memo.
3. Hold Option  and press Return  to finish.

Deleting a Memo

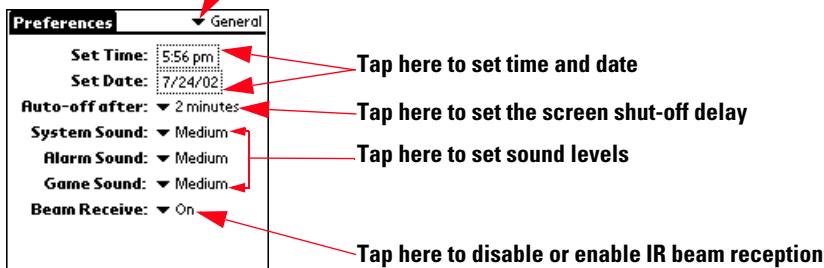
1. In the Memo list, tap the memo you want to delete.
2. Press Menu  and select **Delete Memo (D)**.
3. Hold Option  and press Return  to finish.

Preferences and Other Settings

Setting General Preferences

1. Press Option  and then press Menu .
2. Tap the **Prefs** icon .
3. Tap the pick list in the upper-right corner and select **General**.

Tap here to select General



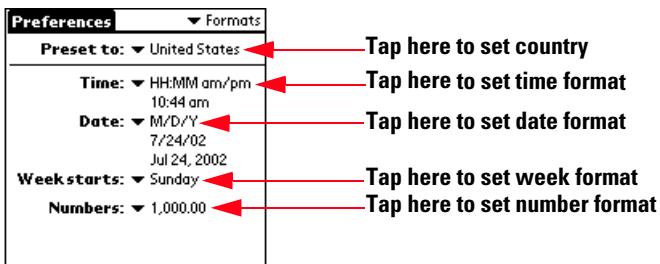
Reassigning the Buttons on Your PCS Treo 300

1. Press Option  and then press Menu .
2. Tap the **Prefs** icon .
3. Tap the pick list in the upper-right corner and select **Buttons**.
4. Tap the pick list next to the button you want to re-assign and select the application you want assign to that button.

To restore all of the buttons to their factory settings, tap **Default**.

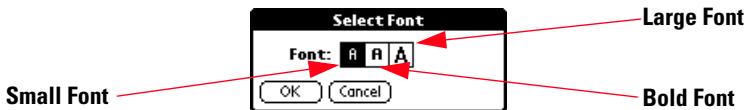
Setting Formats Preferences

1. Press Option  and then press Menu .
2. Tap the **Prefs** icon .
3. Tap the pick list in the upper-right and select **Formats**.



Changing the Screen Fonts

1. Open the application in which you want to change the font.
2. Press Menu  and under **Options** select **Font** (/F).

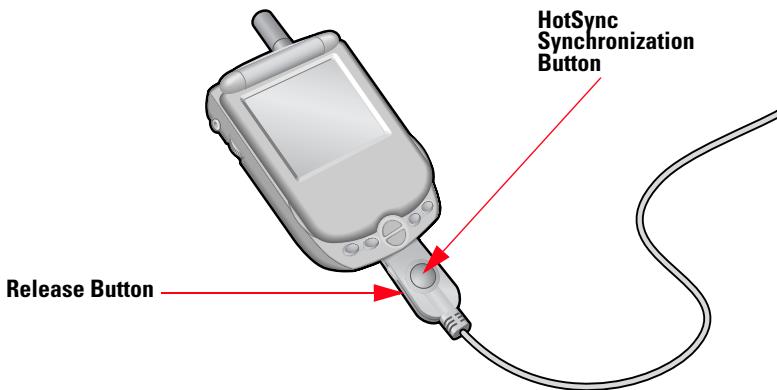


3. Use the scroll buttons to select a font style.
4. Hold Option  and press Return  to finish.

Synchronizing Data

Before you synchronize data, you must first install the desktop synchronization software and assign a name to your PCS Treo 300. See pages vii - viii for details.

1. Connect your PCS Treo 300 to the HotSync cable.

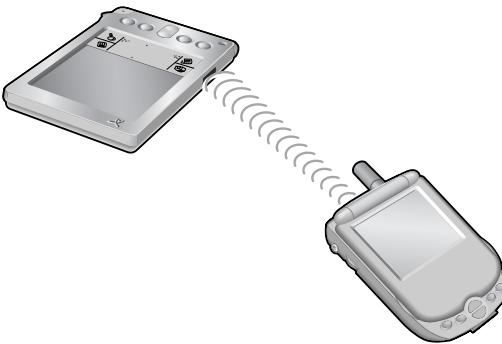


2. Press the HotSync button on the cable.
3. Wait for your PCS Treo 300 to display a message indicating the process is done.
4. Press the release buttons on the sides of the HotSync connector to remove the cable from your PCS Treo 300.

Beaming Information

1. Select the item you want to beam.
2. Press Menu  and select **Beam...** (/B).
3. When the Beam Status dialog appears, point the IR port at the IR port of the receiving phone.

Hold the IR ports facing one another and keep the path between devices clear of obstacles



4. Wait for a message that indicates the transfer is done.

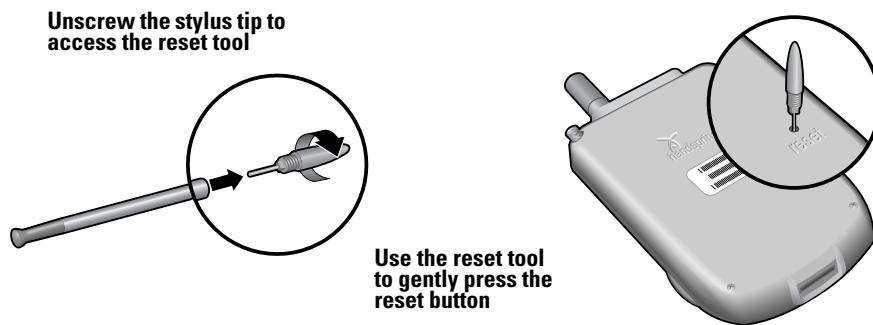
When beaming information, keep the following in mind:

- To beam an application, press Option  and then press Menu  to access the Applications Launcher. Next press Menu  and select **Beam** (/B), then tap the application you want to send, and tap **Beam**.
- To receive a beam, turn on your PCS Treo 300, point the IR port at the transmitting IR port, and when the Beam Status dialog appears, tap **Yes**. If your flip lid is down, press the top scroll button as a shortcut for Yes.

Resetting Your Phone

Performing a Soft Reset

If your phone is not responding or you have trouble synchronizing with your computer, you can perform a soft reset to restart it. A soft reset does not affect your data.



Performing a Hard Reset

A hard reset erases all data and third-party software on your PCS Treo 300. Never perform a hard reset unless a soft reset doesn't fix the problem. You can restore previously synchronized data with the next HotSync operation.

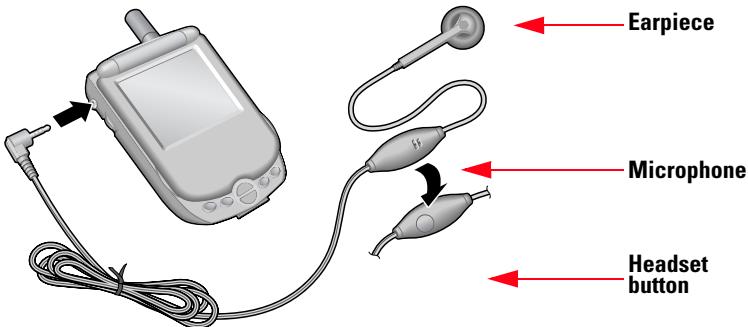
1. While holding the power button, use the reset tool (or the tip of a paper clip) to gently press the reset button.
2. When the system screen appears, release the power button.
3. When the warning appears, press the top scroll button.
4. If the language selection screen appears, select the same language you selected for your desktop software. Choosing a different language may result in loss of data.

Accessories for Your Phone

Using a Headset

Your PCS Treo 300 includes a headset that you can connect for hands-free operation. If you need to use your phone while driving, we recommend using a headset. If you want to replace or upgrade your headset, make sure you purchase a Treo headset from Sprint or Handspring.

Note:PCS Treo 300 is not compatible with three-pin (also called three-pole) style headsets. To see if a headset is a three-pin headset, count the number of silver rings on the headset pin. A three-pin headset has two rings.



Press the headset button to perform any of the following functions:

- ▶ Answer an incoming call.
- ▶ Answer call waiting calls.
- ▶ Switch between two active calls.
- ▶ Hang up a call.

Tip:You can also dial a number in your speed dial list when the lid is closed and the headset is attached. In the Speed Dial view, roll the rocker switch to select the speed dial entry, and then press the rocker switch to dial the selected entry.

Additional Accessories

Vehicle Power Adapter

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

Travel Charger

Charges your phone. You can purchase additional or replacement Travel Chargers as needed.

Belt Clip

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

Serial Cable

Connects to a serial port on your computer and enables you to synchronize your phone with your computer via a serial connection. (Available only at www.handspring.com.)

Charging Cradle

Connects to your computer and enables you to charge your phone and to synchronize your phone with your computer. (Available only at www.handspring.com.)

How to Order

Purchase additional accessories at your local Sprint Store. Or call the PCS Accessory Hotline (1-800-974-2221) or visit www.sprintpcs.com or www.handspring.com.

Next day delivery is offered in select areas.

Upgrading From a Palm OS Handheld

For best results, review the detailed steps in the Upgrade Information section in the electronic *User Guide*.

1. Synchronize your old handheld with your old desktop software.
2. Under your **Palm** or **Handspring** folder, locate your User Name folder and store a copy of it in a safe place.
3. Install your new desktop and synchronization software from your PCS Vision CD and put it in the same location as your old desktop software.

Note:Even if you previously installed Palm OS synchronization software, you must install the new desktop software to synchronize with a USB HotSync cable.

4. Synchronize your new PCS Treo 300 with your new desktop software, and select the user name for your old handheld when prompted.
5. If any third party applications or data did not get installed, beam them from your old handheld to your PCS Treo 300.
6. After you upgrade you have two devices with the same user name. Since each device must have a unique name, perform a hard reset (see page 40) on your old handheld to remove the user name and avoid problems synchronizing with that device. The next time you synchronize that device, be sure to assign it a new name.

Troubleshooting

For help with HotSync operations, wireless applications, and turning your PCS Treo 300 on and off, try the steps below. For additional troubleshooting help, see the PCS support web site at www.sprintpcs.com, or the electronic *User Guide*.

My phone will not turn on.

1. Perform a soft reset as described on page 40.
2. Charge your phone for about 10 minutes before turning it on again.
3. Check the display settings and adjust as needed. See page 7 for details.
4. Perform a hard reset. Please note that performing a hard reset erases all the data on your PCS Treo 300. See page 40 for details.

I have trouble synchronizing with my computer (performing a HotSync operation).

1. Make sure you installed the synchronization software from the PCS Vision CD.
2. Perform a soft reset as described on page 40.
3. Make sure you have the correct HotSync cable for your computer (see page vii).
4. Confirm that the cable is firmly secured to your computer and your PCS Treo 300 as described on page iv.
5. Click the HotSync Manager icon  in the lower-right corner of your computer screen and make sure Local USB is checked (or Local Serial if you purchased the optional serial cable). If the HotSync Manager icon is not there, click **Start**, select **Programs**, select **Handspring**, and then select **HotSync Manager**.
6. If you're using a USB HotSync cable, disconnect all other USB devices, connect the HotSync cable directly into your computer, and then restart your computer.

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 and "No Service" appears in the Status Bar of the PhoneBook application. If your phone is active, it periodically rechecks service availability. When a signal is found, your phone returns to Standby mode and the time appears in place of "No Service" in the Status Bar of the PhoneBook application.

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.

- ▶ Try not to hold the phone's antenna and don't twist the antenna; this will damage the 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. 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.

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 Wireless Mode Before Flying

Turn off wireless mode 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 wireless mode while the plane is on the ground. To prevent any risk of interference, FCC regulations prohibit using wireless mode while the plane is in the air.

Turning Off Wireless Mode in Dangerous Areas

To avoid interfering with blasting operations, turn off wireless mode 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 off wireless mode 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 and Protecting Your Phone Battery

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

- ▶ Use only Sprint-approved chargers. These chargers are designed to maximize battery life. Using other 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.
- ▶ Keep the metal contacts on the bottom of the phone clean.
- ▶ The battery may need recharging if it has not been used for a long period of time.
- ▶ Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:
32° F to 122° F (0° C to 50° C)

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坐itting on it.

Exposure to Radio Frequency Energy (SAR)

In order to comply with FCC RF exposure safety guidelines, users **MUST** use a Sprint-approved body-worn accessory during body-worn operation. Use of accessories not approved by Sprint or that have not been tested for RF exposure compliance with this product may not comply with the FCC RF exposure safety guidelines and should not be used.

See <http://www.fcc.gov/oet/rfsafety> for more information on RF exposure safety.

Terms and Conditions & Warranty Information

Terms and Conditions of Services

Effective as of August 1, 2002 until replaced

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

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, because the terms and conditions included with your PCS Phone may not be the most current version. 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, call PCS Customer Service Solutions at 1-888-211-4PCS (4727) or visit our Web site at www.sprintpcs.com.

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 rates and features we set for that Service Plan. We use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint in these Terms. When you activate PCS Services or attempt to use our PCS Services (including, without limitation, attempting to place a call on the Sprint Nationwide PCS Network, or off the Sprint Nationwide PCS Network when roaming, including "911" or similar calls), you accept the Agreement.

Provision of Service. Your purchase of PCS Phones 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.

Credit Verification. You must have and keep 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 commercially available credit bureaus. We may require a guarantee of payment by an individual or entity approved by us. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your phone and require that you provide payment on account or a guarantee of payment before we resume Services to your phone.

Changes to Agreement. We may change this Agreement at any time (but see PCS Service Plan). Any changes to the Terms are effective when we publish the revised Terms. 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 you do not accept the changes, you may terminate Services (but see Termination and Changing PCS Service Plans). For purposes of the Agreement, "use" includes keeping the right to access the Sprint Nationwide PCS Network by not terminating Services. You may not modify the Agreement except for your PCS Service Plan (see Termination and Changing Service Plans).

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. 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. Your Service Plan 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 as well as the Service Plan or optional service features you select. If you are on a Term Service Plan, your ability to change to another Service Plan may be limited and we may require you to pay a termination fee as set out 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. 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. Services are available within the operating range of the Sprint Nationwide PCS Network. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming).

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. Details on any applicable phone activation fee are set out in your Service Plan or can be obtained by calling PCS Customer Service Solutions.

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 by either party. 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, connection fees, roaming charges, directory assistance, call completion charges, account review and management charges optional features you select at an extra cost, and taxes and other regulatory-related charges. 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, you will be incurring data usage charges. You cannot receive incoming calls while using third generation services. Data packet 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 the Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. Each individual session will be rounded up. The number of data packets used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use and the amount of data used in the specific application or service. 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 Web sites and use other applications and services, including those resulting from dropped network connections. Your invoice will not separately identify the number of kilobytes attributable

Section 28

52 Terms and Conditions & Warranty Information

to your use of specific sites, sessions or services used. Specific additional information about PCS Vision wireless services, including pricing, included kilobytes and combining with other PCS Service Plans, is available in our standard sales collateral for PCS Vision wireless Service Plans or at www.sprintpcs.com.

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. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling PCS Customer Service Solutions.

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.

Premium Services. Access to and downloading of premium content is not included with PCS Vision services. Certain PCS Vision services (e.g., Games, Ringers and Screen Savers) contain mostly premium content. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. You will be charged for Premium Services at the rates and charges specified at the time of access or download, in addition to data usage charges you will incur while connected to the Sprint Nationwide PCS Network. You will be charged for partial and interrupted data downloads or other use, including data that is resent, and for unsuccessful attempts to reach websites and use other applications and services, including those resulting from dropped network connections. We provide no warranties and make no representations or claims with regard to the 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 impose a dollar or other limit on use of Premium Services including a limit the amount of Premium Service charges that you will be allowed to incur 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.

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 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.

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. If you are on a Term Service Plan (1) your ability to terminate Services before the end of the term is limited, (2) your ability to change to another Service Plan before the end of the term may be limited, and may result in a termination or activation fee, (3) you may be required to pay a termination fee, (4) we may not terminate Services without cause before the end of the term and (5) if we terminate Services for cause before the end of the term, you may be required to pay a termination fee. No termination fee is charged if you terminate a Term Service Plan within 14 days of activation of your PCS Phone. During the term we must give each other notice to terminate Services. At and after the expiration of the term, you may terminate Services at any time by giving us notice and we may subject, to this Agreement, terminate Services at any time, with or without notice.

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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 (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services), or (2) if you fail to pay any charges due us for equipment or otherwise. If you promptly cure the breach, we may, but are not obligated to, reactivate Services to you. You must pay all charges for (a) Services provided before termination of a Number, (b) equipment, regardless of who terminates Services and (c) a reactivation fee, if we agree to reactivate Services to you. If Services are terminated before the end of your current invoicing cycle (i) the monthly recurring charge is not prorated to the date of termination, and (ii) you will not receive a credit or refund for any unused minutes in your Service Plan.

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 may not be immediately available in some PCS affiliate markets. Use of Wireless Web Services requires a wireless 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. The Caller ID blocking feature is not available when using Wireless Web Services. 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 and Voice Portal data calls may not be available when you are roaming off the Sprint Nationwide PCS Network. Wireless Web Services are not available to you if you are on a PCS Prepaid Service Plan. If you receive Services on an Account Spending Limit basis, you may be limited in the Wireless Web and Voice Portal Services available to you. Call PCS Customer Service Solutions or visit our website at www.sprintpcs.com for availability and equipment compatibility information. Specific additional information about Wireless Web Services and Voice Portal Services, including pricing, included minutes and combining with other Service Plans, is available in our standard sales collateral for PCS Wireless Web Services and Voice Portal Services or at www.sprintpcs.com. Sprint is not a publisher of third party content that can be accessed through Wireless Web Services or Voice Portal Services. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through Wireless Web Services 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.

Other Terms Applicable to PCS Vision Wireless Usage. Use of PCS Vision wireless services requires the purchase of 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 when roaming off the Sprint Nationwide PCS Network. PCS Vision wireless services may not be currently available in some affiliate areas.

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

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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.

Taxes and Other Regulatory-Related Charges. We invoice you for taxes, fees and other charges levied by federal, state or local authorities, or foreign government on Services. We also assess charges associated with regulatory mandates and obligations, such as Universal Service and Enhanced 911 service. 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.

Roaming. Calls made outside of your Home Service Area and off of 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 are not available when roaming. Roaming rates may be different from and higher than the rates you pay for calls within your Sprint PCS Local Service Area and on the Sprint Nationwide PCS Network. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

Interruption of Service. We may give credit for a continuous interruption of Services for more than 24 hours on a case-by-case basis. Interruptions caused by your negligent or willful actions, or by failure of equipment or service not provided by us, or by causes beyond our reasonable control, do not qualify for credit. We may provide you with an airtime credit of one minute for a call that is disconnected because of transmission limitations caused by atmospheric, geographic or topographic conditions and that you redial within one minute of disconnection. You must notify us within 24 hours of the disconnection to request credit.

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.

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. It is not possible to use your phone with a TTY.

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 the American Arbitration Association or JAMS 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 American Arbitration Association or JAMS, as applicable. 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, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

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 deemed delivered 3 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. You agree to submit yourself to the personal jurisdiction of the courts in the State of Kansas.

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. 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. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If there is a conflict, the Service Plan (including any Term Service Plan)

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controls over the Terms. The following provisions are not generally applicable and apply only to customers whose Service Plans include these terms:

Traveling. If you are making or receiving calls outside your Home Service Area but on the Sprint Nationwide PCS Network, you may be charged for Services at a "travel" rate for both outgoing and incoming traveling calls. Long distance charges may not be included in the travel rate. Traveling charges do not apply if you subscribe to a Home Rate USA plan or to both Toll-Free USA and Home Rate USA. (See Home Rate USA and Toll-Free USA for more information.) You do not have to register your Number when traveling outside your Home Service Area.

Home Rate USA. This service lets you make or receive calls from anywhere on the Sprint Nationwide PCS Network at your Home Service Area airtime rates.

Toll-Free USA. This service lets you call from anywhere on the Sprint Nationwide PCS Network to anywhere in the United States, Puerto Rico and the U.S. Virgin Islands and be charged at your Home Service Area airtime rates, with no additional long distance charges. If you have Home Rate USA but do not have Toll-Free USA, and if you make a long distance call outside of your defined local calling area, you are invoiced for the long distance charges.

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Handspring Product Warranty

Warranty. Handspring warrants to you that at the date of purchase, the product is free of defects in workmanship and materials, and the software included in the product will perform in substantial compliance to its program specifications.

Exclusions from Warranty. This warranty does not cover physical damage to the surface of the product, including, without limitation, breakage, cracks, dents, scratches or adhesive marks on the LCD touchscreen or outside casing of the product caused by you or a third party. In addition, this warranty shall not apply (i) if the casing for the product is opened by someone other than an authorized Handspring representative; (ii) if the defect or malfunction is caused by your or a third party's misuse, accident, modification of the product's components, or operation of the product in an unsuitable environment or in a manner for which it is not intended; (iii) if Handspring's testing and examination discloses that the alleged defect or malfunction in the product does not exist, (iv) if the defect or malfunction results from the use of the product in conjunction with accessories, other products, or ancillary or peripheral equipment and Handspring determines that there is no fault with the product itself; or (v) if the defect or malfunction is due to any communication service you may subscribe to or use with the product. Handspring shall not be responsible for software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to Handspring for repair, whether under warranty or not.

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Handspring makes no warranty or representation that its software products will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

Remedies. Handspring shall, at its discretion, either replace the product with a comparable product, repair the product, or refund the purchase price paid for the product. Replacement products may be new or reconditioned.

Warranty Period. The warranty period is one (1) year from your date of purchase. Handspring warrants any replaced or repaired product for a period of ninety (90) days from the date of shipment back to you, or through the end of the original warranty period, whichever is longer.

Obtaining Warranty Service. In order to obtain warranty service, you must receive warranty service authorization by contacting Handspring within the warranty period and provide dated proof of original purchase. For further information about the warranty service procedure, please visit our website at <http://www.handspring.com>.

Warranty Exclusive. This warranty is exclusive and Handspring will not assume and hereby expressly disclaims any further warranties, including, but not limited to, any warranty of merchantability, fitness for a particular purpose and non-infringement.

Limitation of Liability. To the full extent allowed by law, Handspring's liability is limited to repair or replacement of the product, or refund of the purchase price paid. Handspring shall not be liable for any incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of this product.

Governing Law. This warranty will be governed by the laws of California, and excluding the United Nations Convention on Contracts for the International Sale of Goods. The courts of California shall have exclusive personal jurisdiction in case of any disputes arising out of or in connection with this warranty.