

**T608**





**One Sprint. Many Solutions.™**

## **PCS Service**

[www.sprintpcs.com](http://www.sprintpcs.com)

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# How to Use This Guide

## Welcome — you've made the right choice

The advantages of Sprint are as clear as each wireless call you make. With PCS Service, we give you what you really want from a wireless service provider – clear calls, easy-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 PCS Service. It includes blanks so you can write down important information that you'll want to remember. Things like your new PCS Phone Number, information about your service plan, and your first invoice.

**2** The second section will guide you through the basics of your phone and service with quick, easy-to-follow instructions. And if you want to learn more about your phone, just visit us online at [www.sprintpcs.com](http://www.sprintpcs.com) and log on. Then, click on "Claire's Directory for Service Solutions." There you'll find a complete phone user's guide that includes 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, visit [www.sprintpcs.com](http://www.sprintpcs.com) and log on. Then, click on “Claire’s Directory for Service Solutions.” There you’ll have access to your complete phone user’s guide and you can also take an online phone tutorial.

Your online phone user’s guide provides information on basic and advanced features and services, 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 Personal Organizer
- Using Advanced Features of PCS Vision<sup>SM</sup>
- Understanding Your Phone’s Internal Menu
- And more

# **Getting Started**

Activating and Using PCS Service

# 1

## Have these things ready before you call to activate

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

# 2

## Setting up your service — You choose the way

The two fastest ways:

- Visit us online at [activate.sprintpcs.com](http://activate.sprintpcs.com).
- From your PCS Phone, press   **Call** (left softkey).

You can also:

- Use a phone other than your PCS Phone - dial **1-888-715-4588**.

# 3

## PCS Service Areas

Interested in where you can use your new phone?  
Check out the most up-to-date coverage maps at  
[www.sprintpcs.com](http://www.sprintpcs.com).

# 4

## Your PCS Account Password

My Account Password is: \_\_\_\_\_

You'll use this number when managing your account on [www.sprintpcs.com](http://www.sprintpcs.com) and with PCS Customer Service Solutions. 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 PCS Phone, the network automatically communicates the ESN to us. You'll only need this number when you're setting up service online at **activate.sprintpcs.com** or calling us from a phone other than your new PCS Phone. The ESN, or Electronic Serial Number, is an 11-digit number written on the barcode sticker attached to the phone. To find it, remove the phone's battery.

ESN: \_\_\_\_\_

After writing down the ESN, replace the battery and turn on your phone by holding down the  key for a few seconds.

# 6

## PCS Clear Pay Program

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

You are on the PCS Clear Pay Program.

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

- Dial **\* SHFT** **4 GHJ** **Call** (left softkey) from your PCS Phone (normal airtime charges will apply) or log on to [www.sprintpcs.com](http://www.sprintpcs.com) to find out how many minutes you have currently used within your service plan. If you have exceeded the minutes in your plan or you have a past due balance, you should make a payment to keep your service turned on.

There are two easy payment options:

- Make a payment at any Western Union location using the Swiftpay form. To find the nearest location, dial **\* SHFT** **9 WXYZ** **8 TUV** **6 MNO** **Call** (left softkey) from your PCS Phone. (Transaction fee applies; payment is credited to your account within 12 hours.)
- or -
- Dial **\* SHFT** **3 DEF** **Call** (left softkey) from your PCS Phone (posting time is 12 hours).

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

- In the event that your service has been turned off, you will receive a text message stating: “Your PCS Service has been turned off. Press **\* SHFT** **3 DEF** to make a payment and turn service on.”
- The first time your service has been turned off you will be connected to a live PCS Clear Pay Program Specialist who will explain why your service has been turned off. You will be asked to pay your balance to get your service turned back on (payment will be credited and service turned back on within 12 hours).
- For any additional times that your service has been turned off, you will be connected to our automated payment process. You will have to pay your balance to have your service turned back on (payment will be credited and service turned back on within 12 hours).

# 7

## Understanding Your PCS Service Plan

### Voice Usage: PCS Free & Clear Plans

Total Voice Minutes in my PCS Free & Clear Plan: \_\_\_\_

• Anytime Minutes: \_\_\_\_\_

• Night & Weekend Minutes

(M-Th 9pm-7am, F 9pm-M 7am): \_\_\_\_\_

Monthly service charge: \$ \_\_\_\_\_

Each additional voice minute (overage): \_\_\_\_\_ ¢

Other: \_\_\_\_\_

Long distance is included in my plan:  Yes  No

**Voice Usage: PCS Free & Clear Area-Wide Plans**

Total Voice Minutes in my PCS Free & Clear

Area-Wide Plan: \_\_\_\_\_

• Anytime Minutes: \_\_\_\_\_

• Night & Weekend Minutes

(M-Th 9pm-7am, F 9pm-M 7am): \_\_\_\_\_

Monthly service charge: \$ \_\_\_\_\_

Each additional voice minute (overage): \_\_\_\_\_ ¢

Other: \_\_\_\_\_

Long distance is included in my plan:  Yes  No

Per-minute charge for calls made while traveling  
outside my extended calling area: \_\_\_\_\_ ¢

Per-minute charge for roaming calls: \_\_\_\_\_ ¢

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**Note:** Your agreement for wireless service with Sprint is made up of the Service Plan you choose and the "Terms and Conditions of Services" on page 47 of this guide.

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### PCS Vision Usage

Your plan includes PCS Vision.

Megabytes included in plan: \_\_\_\_\_ (sent or received)

Per kilobyte overage: \_\_\_\_\_ (sent or received)

Your plan includes PCS Vision and you have opted to subscribe to additional megabytes at \$\_\_\_\_\_ per month.

This includes \_\_\_\_\_ additional megabytes (sent or received).

Per kilobyte overage: \_\_\_\_\_ (sent or received)

Your plan does not include PCS Vision, but you have opted to subscribe to megabytes in addition to your voice plan.

Additional monthly service charge for megabytes:  
\$\_\_\_\_\_

Megabytes in plan: \_\_\_\_\_ (sent or received)

Per kilobyte overage: \_\_\_\_\_ (sent or received)

If you do not choose one of the plan options listed above you can access PCS Vision on a casual basis at a default rate of \_\_\_\_\_ per kilobyte. In addition, you will be charged a download fee.

Getting Started \_\_\_\_\_

**PCS Advantage Agreement<sup>SM</sup>:**

I have agreed to a PCS Advantage Agreement.

\_\_\_ 1 Year

\_\_\_ 2 Year

I have opted not to sign a PCS Advantage Agreement.

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

**Additional options I choose to subscribe to:**

PCS Voice Command at \$\_\_\_\_\_ per month

PCS Add-a-Phone<sup>SM</sup> at \$\_\_\_\_\_ per month

PCS to PCS Calling<sup>SM</sup> at \$\_\_\_\_\_ per month

PCS Equipment Replacement at \$\_\_\_\_\_ per month

Roadside Rescue at \$\_\_\_\_\_ per month

Sprint<sup>®</sup> Residential Long Distance

# 8

## Your New PCS Phone Number and User Name

**PCS Phone Number**

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**PCS User Name**

---

Your user name is automatically assigned to you. Your user name, which resembles an email address (for example, **name@sprintpcs.com**), is used with PCS Email and two-way messaging services.

**Getting Started**

# 9

## Understanding Your PCS Invoice

- Your first invoice will arrive within a few days.
- Your first invoice will reflect the following charges:
  - Your first full month of service, which is your monthly recurring charge of \$\_\_\_\_\_
  - Additional charges such as taxes, roaming, voice or data overage, or premium data services
  - Charges for additional options you opt to subscribe to: \$\_\_\_\_\_
  - Your one-time non-refundable activation fee of \$\_\_\_\_\_
- Approximate total of first invoice \$\_\_\_\_\_

# 10

## Quick, easy options to manage your account

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

**Visit [www.sprintpcs.com](http://www.sprintpcs.com)**

Once you log on, you can:

- View the details of your PCS Service Plan
- Find out how many minutes you have used and how many minutes are remaining in your plan
- View your current and previous three months invoices, including the call detail
- Click on “Claire's Directory For Service Solutions” to:
  - Make a payment
  - Find out about PCS Products and Services
  - Learn how to set up your voicemail and more

## Getting Started

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**Press**   **Call** (left softkey)\* **on your PCS Phone and Claire will respond with the following:**

- A summary of your rate plan
- Minutes and/or megabytes remaining in your plan for the current invoice cycle
- Information about your most recent invoice
- When your last payment was received
- The option to make a payment

\*Normal airtime charges will apply when calling  .

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



# **Basics of Your PCS Phone**

# Your New PCS Phone



## Your Phone's Features

1. **Power:** Press and hold to power the phone on or off.
2. **Volume Keys:** Increase or decrease the volume of the earpiece during a call. Scroll through menu icons, lists and text. Press and hold to use voice commands. Press up or down once to mute the ring signal when receiving a call.
3. **Left Softkey:** Make and answer calls. Select an icon, item or option.
4. **Options:** Display a list of options.
5. **\*/Shift:** Enters an asterisk. Press and hold to shift between upper and lower case during text entry.
6. **Right Softkey:** Press to end or reject a call, go back one level in the menus or leave an option unchanged. Press and hold to return to standby mode.
7. **Clear:** Delete numbers and letters from the display. Delete an item from a list. Press and hold to turn off the microphone during a call.
8. **Navigation Joystick:** Press up, down, left or right to move through menu icons, lists and texts. Press up to access the contact list. Press and briefly hold right to access the contact list. Press and briefly hold left to enter the first shortcut in My Shortcuts. Press on the joystick to select an item.
9. **#/Space:** Enter #. Enter a space.

## Turning Your Phone On and Off

### Turning Your Phone ON

- ▶ Press **(⓪)** 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.

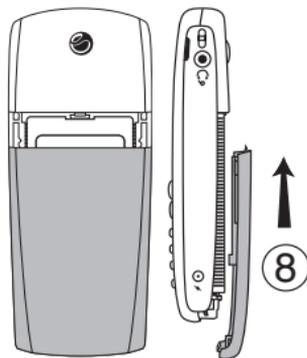
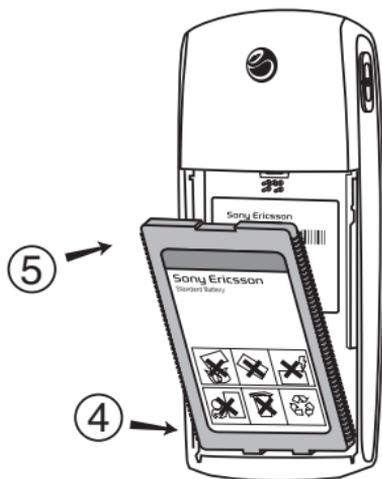
### Turning Your Phone OFF

- ▶ Press **(⓪)** for two seconds until the screen reads “Powering Off.”

## Using the Battery and Charger

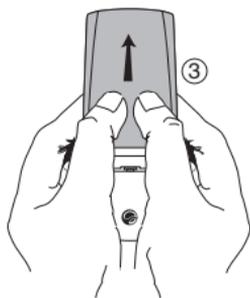
### Installing the Battery

1. Locate the two slots at the bottom of the battery chamber.
2. Locate the two tabs on the bottom of the battery.
3. Orient the battery with the label facing away from the phone.
4. Insert the tabs into the slots at the bottom of the battery chamber.
5. Press on the top of the battery until it clicks into place.
6. Locate the notches along each side of the back of the phone.
7. Using the notches as a guide, place the back cover so that it rests against the phone.
8. Slide the back cover upward until it clicks into place.



## Removing the Battery

1. Ensure that the phone is turned off.
2. Press down on the top-center of the back cover using both thumbs.
3. Slide the back cover toward the bottom of the phone until it releases from the notches in the phone.
4. Lift the cover off of the phone.
5. Hold the phone over a soft surface and press up on the battery latch to release the battery.
6. With the battery facing down, firmly tap the top edge of the phone into the palm of your hand until the battery drops onto the surface below.



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**Warning!** Tapping the phone on any surface other than your hand can damage your phone and void its warranty.

---

## Charging the Battery

It is vital that you use only approved chargers. Use of unauthorized accessories could damage your phone and invalidate your warranty.

To use the charger provided with your phone:

1. Plug the charger into a wall outlet.
2. Insert the other end of the charger into the charger jack on the phone. The yellow ring around the jack corresponds with the yellow tip on the charger.
  - ▶ Do not attempt to insert anything else into the charger jack.
  - ▶ While charging, the  and  icons will alternate in the display.



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**Note:** It may take up to 30 minutes before the battery charging icon appears in the display.

---

3. Wait approximately 4 hours or until the  icon indicates that the battery is fully charged. If you do not see the battery icon after this time, press any key or the joystick to activate the display.
4. Once charging is complete, unplug the charger from the wall outlet and disconnect the charger from the phone.

## Making and Answering Calls

### Making Calls

1. Make sure your phone is on.
2. Enter a phone number. If you make a mistake while dialing, press  to erase one digit at a time or press and hold  to erase the entire number.
3. Press **Call** (left softkey).
4. When you're finished, press **End** (right softkey).

### 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 **Answer** (left softkey).
3. To end the call, press **End** (right softkey).

### Signal Strength

Call quality varies depending on the signal strength at your location and the number of obstructions in the area. 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 dual-band, which means you can make and receive calls while on the enhanced Sprint Nationwide PCS Network and you can also roam on other networks where we've implemented roaming agreements with other carriers. To learn more about roaming, visit [www.sprintpcs.com](http://www.sprintpcs.com).

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

### Setting Your Phone's Roam Mode

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** (  ).
2. Select **Roaming**.
3. Select **Set Mode**.
4. To select an option, highlight it and press **Select** (left softkey).
  - ▶ **Automatic:** Searches for alternative wireless networks when PCS Service is not available.
  - ▶ **Sprint Only:** Lets you make and receive calls only on the enhanced Sprint Nationwide PCS Network and prevents roaming.
  - ▶ **Analog Only:** This setting forces the phone to seek an analog roaming system. The previous setting (Automatic or Sprint Only) is restored the next time the phone is turned on.

## Call Guard

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

### To Turn Call Guard On:

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** ()
2. Select **Roaming**.
3. Select **Call Guard**.
4. Highlight **On** or **Off** and press **Select** (left softkey).

### To Place Roaming Calls With Call Guard On:

1. From standby mode, dial 1+area code+seven digit number and press **Call** (left softkey).
2. Select **Roam Call**.

### To Answer Incoming Calls With Call Guard On:

- ▶ From standby mode, press **Answer** (left softkey).

## Feature Availability

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

# Internal Phone Book

## Saving Phone Numbers

1. From standby mode, enter a phone number.
2. Press  and select **Add Number**.
3. Select **New Contact**.
4. Select a number type and press **Select** (left softkey).
5. Press **Edit** (left softkey), enter a name for entry and press **OK** (left softkey).
6. Press **Exit** (right softkey) and **Yes** (left softkey) to save the new entry.

---

**Note:** Follow the instructions on the display to add a voice tag for the new entry.

---

## Making a Call From Your Internal Phonebook

1. From standby mode, press **Menu** (right softkey), then scroll to **Phonebook**  and select **Find Contact**.
2. Highlight the entry you want to call and press **Call** (left softkey).
3. Highlight the number you want to call and press **Call** (left softkey).

## Changing Your Phone's Settings

You can customize many aspects of your phone's functionality, from display and sounds to messaging and security, through the Settings menu. Below are just a few examples of how to navigate and use the Settings menu.

### Changing the Greeting

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** (.
2. Select **Display**.
3. Select **User Greeting**.
4. Select one of the following:
  - ▶ Select **Sony Ericsson** and press **Select** (left softkey) for the default animation.
  - ▶ Select **My animation**, highlight the animation you want and press **Select** (left softkey).
  - ▶ Select **Greeting Text**, enter the text you want as a greeting and press **Select** (left softkey).
  - ▶ Select **Off** and press **Select** (left softkey) to turn off the greeting.

### Adjusting the Ringer and Alert Volume

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** (.
2. Select **Sounds**.
3. Select **Ringer Volume** or **Alert Volume**.
4. Use your joystick to adjust the volume setting and press **Save** (left softkey).

## Adjusting Volume During a Conversation

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



## TTY Use With PCS Service From Sprint

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

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

When establishing your PCS Service, please call PCS Customer Service Solutions<sup>SM</sup> via the state Telecommunications Relay Service (TRS) by first dialing    **Call** (left softkey). Then provide the state TRS with this number: 866-727-4889.

To turn TTY mode on or off:

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** (.
2. Select **Handsfree**.
3. Select **TTY**.
4. Highlight **Turn On TTY** or **Turn Off TTY** and press **Select** (left softkey).

---

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

safety answering points (PSAPs) rendering some communications unintelligible.

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For additional information and instructions regarding TTY use, please see the Online User's Guide at **[www.sprintpcs.com](http://www.sprintpcs.com)**.

# 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 PCS Phone Number.
2. Press  when voicemail answers.
3. Enter your pass code.

## Displaying Numeric Pages

1. From standby mode, press **Menu** (right softkey) and scroll to **Messaging** ().
2. Select **Notifications**.
3. Highlight the message you want to display and press **Select** (left softkey). Press the navigation key down to display additional text.

## PCS Service Features

### Call Waiting

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

- ▶ Press **Flash** (left softkey). This puts the first call on hold and answers the second call. To switch between calls, press **Flash** (left softkey) again.
- or -
- ▶ Press **End** (right softkey) to end your first call. To answer the incoming call, press **Answer** (left softkey).

### Call Forwarding

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

**To activate:**

1. Press **\* SHIFT 7 PORS 2 ABC**.
2. Enter the area code and phone number to which your calls should be forwarded.
3. Press **Call** (left softkey). You will see a message and hear a tone confirming the activation of Call Forwarding.

**To deactivate:**

1. Press **\* SHIFT 7 PORS 2 ABC 0 NEXT**.
2. Press **Call** (left softkey). You will see a message and hear a tone 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 **Call** (left softkey).
2. Once you have established the connection, dial the second number you wish to call and press **Flash** (left softkey). This puts the first call on hold and dials the second number.
3. When you're connected to the second party, press **Flash** (left softkey) 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 will be disconnected.

## PCS Voice Command<sup>SM</sup>

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

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

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

**Making a call with PCS Voice Command**

1. Press  **Call** (left softkey).
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 PCS Voice Command**

1. Press  **Call** (left softkey).
2. Say "Call the Web."
3. Choose from a listing of information categories like email, news, weather, sports, and more.

# PCS Vision<sup>SM</sup>

## Getting Started With PCS Vision

To sign up for PCS Vision services or access complete instructions, visit [www.sprintpcs.com/manage](http://www.sprintpcs.com/manage) where you may download your phone's complete user's guide or take a tutorial.

### Launching PCS Vision

1. From standby mode, press **Menu** (right softkey), scroll to **Web** (📱) and select **Launch**.
2. Choose **Connect** or **Always Auto-Connect** to launch a PCS Vision connection; select **Cancel** to cancel the connection. (For information on charges associated with features that use a PCS Vision connection, consult your PCS Service Plan.)

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**Tip:** Selecting **Always Auto-Connect** configures your phone to bypass the selection screen in the future.

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3. Your phone will go to the Home Page (or to the last page visited).
4. Using your navigation key, scroll around and select from a variety of online services. Choose **More** to view additional menu options.
5. End or exit browser session by pressing **End** (right softkey).

## PCS Vision Features

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

**[AVAILABILITY OF PCS VISION FEATURES IS PHONE-SPECIFIC. EDIT FEATURES ACCORDINGLY] which are available???**

### Messaging

Send and receive email and instant messages or chat with friends.

### Pictures

Shoot digital pictures with a PCS Vision Camera then share them through your PCS Phone.

### Games

Play exciting full color games.

### PCS Business Connection<sup>SM</sup>

Access your Microsoft® Outlook® or Lotus Notes® company email with and without attachments, calendar, business directory and personal contacts in real time.

### Web

Experience full color graphic versions of your favorite Internet sites.

### Ringers

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

## Screen Savers

Download a unique image to use as a screen saver or assign specific images to numbers in your address book to make it easy to tell who's calling.

## Accessing PCS Vision Features

### User Name

Your user name is automatically assigned to you. Your user name, which resembles an email address (for example, **name@sprintpcs.com**), is used with PCS Email and two-way messaging services.

When your phone is PCS Vision enabled, your user name will automatically appear on your phone's display screen. (This process is automatic and does not require any action on your part unless you have selected a custom greeting to display from the phone's Settings menu. See the online user's guide for details.) From standby mode, press **Menu** (right softkey), scroll to **Settings** () , and select **Phone Info** to find your user name and options.

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

**PCS Vision Symbols on Your Screen**

- Phone is not currently able to access PCS Vision service features.
- Connection is active (data is being transferred). Outgoing calls can be made, but incoming calls go directly to voicemail.
- Connected, but voice calls can be sent or received.

**PCS Vision Billing Information**

See your service plan for details on PCS Vision billing.

## Your Phone's Special Features

With PCS you can personalize your phone using downloadable ringer sounds and screen savers. You can also download games and applications that you can use on your phone.

### Downloading Sounds, Screensavers and More

The steps required to download a sound, screensaver, game or application are similar.

#### To Download:

1. From standby mode, press **Menu** (right softkey) and scroll to **Downloads** .
2. Select one of the following and press **Select** (left softkey):
  - ▶ **Games**
  - ▶ **Sounds**
  - ▶ **Screensavers**
  - ▶ **Applications**
3. Select Get New and press **Select** (left softkey) to launch the browser.
4. Highlight the item you want to download and press **Select** OR **OK** (left softkey) to begin the download.
5. Press **Back** (right softkey) to return to the Download Management menu or **End** (right softkey) to return to standby mode.

### Assigning Sounds and Screensavers

You can choose a sound you want as the ringer for your phone and assign a sound to your message notification. You can also pick a custom screen saver for your phone.

**To pick a ringer sound:**

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** ().
2. Select **Sounds**, then select **Set Ring Sound**.
3. Select **Choose** to display a list of available sounds.
4. Highlight the sound you want to use and press **Select** (left softkey):

**To pick a message sound:**

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** ().
2. Select **Sounds**, then select **Set Message Sounds**.
3. Highlight the sound you want to use and press **Select** (left softkey):

**To pick a screensaver:**

1. From standby mode, press **Menu** (right softkey) and scroll to **Settings** ().
2. Select **Display**, then select **Screensaver**.
3. Highlight the screensaver you want to use and press **Select** (left softkey):

**[Other features such as camera functionality, etc. ?]**

## Accessories for Your Phone

### Standard Battery

Provides up to **3** hours of continuous talk time or up to **300** hours of continuous standby time.

### Advanced Vehicle Hands-Free Kit

Charges your phone and allows you to operate your phone hands-free so you can drive safely.

### Bluetooth Hands-Free

Safety and convenience of a hands-free without the cord.

### Standard/Wall Chargers

Charge your phone from any AC outlet. Available with 2.5 mm barrel connector or 3 V system connector.

### Travel Charger

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

### Camera

Take snapshots anywhere you go and send them to a friend through your phone.

### OTHERS

?

### PCS Wireless Connection Kit

Lets you link your phone to a laptop PC, handheld, or palm-sized computing device to send and receive email messages and browse the Internet. Includes serial data cable, cable adapter, CD-ROM (with software), and user guide. Designed for Windows® 95, 98, NT, CE, and Palm® operating systems.

**How to Order**

These and other accessories are available for purchase at your local Sprint Store. You can also call the PCS Accessory Hotline (1-800-974-2221), or visit **[www.sprintpcs.com](http://www.sprintpcs.com)** or **[www.sonyericsson.com](http://www.sonyericsson.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.

### 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.

- ▶ Speak directly into the mouthpiece.
- ▶ Avoid exposing your phone and accessories to rain or liquid spills. If your phone does get wet, immediately turn the power off and remove the battery. If it's inoperable, return it to a Sprint Store or call PCS Customer Service Solutions for service.

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

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### **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.

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**Tip:** Purchase an optional Hands-Free Car Kit.

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### **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.

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

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### **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.

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

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### **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 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 Polymer Batteries

For safe disposal options of your Lithium Polymer batteries, contact your nearest Sprint authorized service center.

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

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**Note:** For safety, do not handle a damaged or leaking Li Polymer battery.

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## **Acknowledging Special Precautions and the FCC Notice FCC Statement**

This device complies with Part 15 of the FCC rules. Operation is subject to the following two conditions:

- (1) This device may not cause harmful interference, and
- (2) This device must accept any interference received, including interference that may cause undesired operation.

### **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 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**

For body-worn operation, this phone has been tested and meets FCC RF exposure guidelines when used with an accessory that contains no metal and that positions the handset a minimum of 2.0 cm from the body. Use of other accessories may not ensure compliance with FCC RF exposure guidelines.

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

# 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 Web site at [www.sprintpcs.com](http://www.sprintpcs.com) or call PCS Customer Service Solutions<sup>SM</sup> 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<sup>SM</sup> at 1-888-211-4PCS (4727) or visit our Web site at [www.sprintpcs.com](http://www.sprintpcs.com).

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 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 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 Web access, whether sent or received by your PCS Phone or other

wireless device, rather than for airtime used, even for certain PCS Vision 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 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](http://www.sprintpcs.com).

**PCS Voice Command<sup>SM</sup>**, PCS Voice Command<sup>SM</sup> 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 PCS Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the PCS 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 PCS Voice Command platform. If you initiate and complete another call without leaving the PCS 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 PCS Voice Command. Using Directory Assistance to input names into your PCS Voice Command address book will incur additional charges. Details on charges for the PCS Voice Command feature can be found in the marketing materials for this feature, by visiting [www.sprintpcs.com](http://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.

**Additional Terms for 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 services 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 Web sites 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.

**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.

**PCS Clear Pay Program.** If we agree to provide Services to you as a PCS Clear Pay Program 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 PCS Clear Pay Program 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 PCS Clear Pay Program 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.

**PCS Wireless Web and Voice Portal Services.** PCS Wireless Web Services are part of the Services that can be obtained through Sprint. PCS Wireless Web Services may not be immediately available in some

PCS Affiliate markets. Use of PCS 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 PCS Wireless Web Services. For data calls (including PCS 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 PCS 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 PCS Wireless Web Services. You are also charged for PCS Wireless Web connections to review your PCS account information. PCS Wireless Web Services and Voice Portal calls may not be available when you are roaming off the Sprint Nationwide PCS Network. PCS 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 PCS Wireless Web and Voice Portal Services available to you. Call PCS Customer Service Solutions or visit our Web site at [www.sprintpcs.com](http://www.sprintpcs.com) for availability and equipment compatibility information. Specific additional information about PCS 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](http://www.sprintpcs.com). Sprint is not a publisher of third party content that can be accessed through PCS 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 PCS 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 PCS Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

**Other Terms Applicable to PCS Vision Usage.** Use of PCS Vision 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 Services are not available when roaming off the Sprint Nationwide PCS Network. PCS Vision 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 Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision Services. You are responsible for evaluating such content. Use of certain PCS Vision 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 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 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. 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 PCS Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using PCS Wireless Web Services or from Voice Portal Services, PCS Vision Services or Internet services, content or applications not supported by Sprint Nationwide PCS Network;
- 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;

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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) 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.

## Terms of Use

These Terms of Use include terms and conditions applicable to both Pictures (the picture or digital image storage, manipulation and access service including the Pictures Web site, [pictures.sprintpcs.com](http://pictures.sprintpcs.com)) and your PCS Vision Camera. These terms are broken down in two sections below - SERVICE TERMS and EQUIPMENT TERMS. Also attached below are the applicable Sprint Security Policy and Sprint Privacy Policy.

By accessing any areas of the Pictures Web site or by becoming a registered user or by using the picture storage, manipulation and access service ("Service" and "Services") through the use of the Pictures Web site, or by use of your PCS Vision camera, you agree with Sprint that you are bound by the terms set forth below. The terms of this agreement include terms on use of Pictures Web site, terms on the purchase of PCS Products and Services, and terms regarding copyright and trademark matters. The most current Terms of Use for the Pictures Web site are also included on the Pictures Web site.

For purposes of these terms, "Sprint" means (1) entities controlled by, under common control with or controlling Sprint Spectrum Holding Company, L.P., including without limitation Sprint Spectrum L.P., SprintCom Inc., and PhillieCo L.P., (2) any contractual affiliate of the entities in (1) above that are authorized to use the Sprint brand name and which either sell wireless services or manage a portion of the enhanced Sprint Nationwide PCS Network.

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### **TERMS APPLICABLE TO ALL SERVICES AND EQUIPMENT**

This agreement is governed by the laws of the State of Kansas, and the United States of America. Use of the Service and PCS Vision camera is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sprint as a result of this agreement or use of the Service or the PCS Vision camera. The performance of Sprint in this agreement is

subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the right of Sprint to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service, the PCS vision camera or information provided to or gathered by Sprint with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth below, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sprint with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and the PCS Vision camera and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sprint with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Sprint agree that any cause of action arising out of or related this Service or the PCS Vision camera must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance.

**SERVICE TERMS****1. Copyright and Trademark**

The Pictures Web site contains information, data, software, pictures, graphs, videos, graphics, music, sounds and other material (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. These rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted as a collective work under the U.S. copyright laws, and Sprint owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. All Content is copyrighted and Sprint owns a copyright in the selection, coordination, arrangement and enhancement of the Content, page headers, custom graphics and button icons.

Sprint grants you permission to copy electronically and to print in hard copy portions of the Content for (1) personal use if you maintain all copyright notices, trademark legends and other proprietary rights notices, (2) using the Pictures Web site to upload, store manipulate and send pictures or digital images, (3) by using the Pictures Web site for any purpose, including without limitation, to access stored pictures or digital images. Any other use of materials on the Pictures Web site, including reproduction for purposes other than permitted above, uploading, modification or distribution, is prohibited without the prior written permission of Sprint.

All other trademarks, product names, and company names and logos appearing on Sprint are the property of their respective owners. You must obtain permission from the those owners before copying or using the owner's trademarks, product names and company names and logos.

**Digital Millennium Copyright Act.** Sprint respects the intellectual property rights of others and is committed to complying with U.S. Copyright laws. Sprint policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides

recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet.

If you believe your work has been copied and is accessible on the Pictures Web site in a way that may constitute copyright infringement, please provide notice to a Sprint Designated Agent. The notice must include the following information as provided by the Digital Millennium Copyright Act, 17 U.S.C. 512 ( c ) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent for notice of copyright infringement claims may be reached as follows:

By Mail:

Faith Sparr, Attorney  
6840 Sprint Parkway  
Mailstop KSOPHN0312/3A409  
Overland Park, Kansas 66251

By Phone: 913-315-8383

By Fax: 913-315-0762

By email: [copyrightnotice@mail.sprint.com](mailto:copyrightnotice@mail.sprint.com)

**Counter Notification to Claimed Copyright Infringement.** If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with a Sprint Designated Agent. The counter notification must provide the following information:

1. Physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. The subscribers name, address, telephone number and email address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Sprint will terminate all account holders and subscribers who are repeat infringers of intellectual property laws.

## **2. Third Party Content**

Sprint is a distributor and not a publisher of Content supplied by third parties and has no more editorial control over that Content than a public library or newsstand. Sprint is not responsible for any opinions, advice, statements, services or other information that constitute Content and is provided by third parties. Sprint does not guarantee the accuracy, completeness or usefulness of that Content. You are responsible for evaluating such Content.

## **3. Terms of Use for the [pictures.sprintpcs.com](http://pictures.sprintpcs.com) Web Site.**

The Pictures Web site has been designed for use with PCS Vision Cameras, used in conjunction with PCS Vision services. For

PCS Vision services (sold separately), see the most current Terms and Conditions of Services at [www.sprintpcs.com](http://www.sprintpcs.com) or obtain a copy by calling 1-888-211-4PCS.

### **A. Terms of Participation**

Use of the Pictures Web site is restricted to PCS Vision service customers who register and who submit certain requested information to Sprint, including (but not limited to) name and correct email address, as required. In addition, by registering and using the Pictures Web site, you agree to provide Sprint with true, accurate, current and complete information about yourself when such information is requested by the Service (whether by questionnaires, surveys, registration forms or other informational requests). Before you can use certain aspects of the Service, we may ask you to provide a valid credit card number (including expiration date and billing address). A condition of use is your "Active Participation" in the Service. Active Participation is defined as uploading pictures or images; sending pictures or images to others; or having other access to pictures or images in the account storage area(s) at least once every 90 days. If your account is inactive for a period of over 90 days, Sprint may terminate your account (or any part thereof) or use of the Service, and remove and discard any content, including but not limited to any and all information, communications, postings, storage areas, image files or any other content within the Service. Please refer to "Termination" for more terms affecting your use. You may grant others access to particular pictures or images by sending links to the picture or image.

### **B. Picture Storage**

As long as you are an active user of Pictures, Sprint offers the ability to store (for a limited period of time-see below) online pictures and images that you upload to your account without additional charges. We store the digital images and pictures in your account storage area(s) for 30 days after they are posted online or from when you upload your own digital pictures from your camera to your account storage area(s). Unless during any 30-day period you upload additional pictures or images, or your pictures or images are sent or accessed, all the images may be removed from your account storage area(s). You may be charged for pictures or images stored for more

than 30 days. Terms surrounding charges for storage will be posted on the Pictures Web site or otherwise disclosed prior to becoming effective. Sprint does not warrant that pictures or images stored will not be deleted, modified or damaged and Users understand and accept the risk of the loss of their stored pictures and images. If pictures or images are particularly valuable, have sentimental or other intangible value or are otherwise unique or irreplaceable, reliable storage alternatives should be used, including hard copy duplication and electronic back up and storage. There may be a maximum number of pictures and images that you will be allowed to store. You may be charged for pictures or images stored in excess of this maximum. Both the maximum and the charges for pictures/images in excess of the maximum may be changed from time to time; the maximum and charges for pictures/images in excess of the maximum will be posted on the Pictures Web site or otherwise disclosed prior to becoming effective. You may upload pictures or images from your PCS Vision Camera. You and those to whom you send pictures or images from your account storage area(s) may download pictures or images to a camera or a personal computer. However, pictures and images cannot be uploaded from a personal computer from the Pictures Web site.

See the section "Terms of Participation" for more information on maintaining an active Pictures Account. Please refer to the section "Termination for more terms affecting the storage of pictures.

### **C. User Conduct**

You agree not to use this Service to process, digitize, post, upload, store, share or otherwise obtain Prohibited Content. Generally, "Prohibited Content" includes (without limitation) any of the following types of Content:

1. Content Sprint decides, if its discretion is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate, including, but not limited to, content that depicts or might be considered child abuse, child pornography, that depicts minors engaged in sexual conduct or explicitly sexual situations, or any other material that could give rise to any civil or criminal liability under applicable state or federal law, or violating any

laws or regulations of any governing body having jurisdiction over Sprint or its users.

2. Copyrighted material that is used without the expressed permission of the owner.
3. Content that violates or encroaches on the rights of others, including, but not limited to any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights, or the publication of which violates any contractual or other obligation to maintain the confidential, proprietary or private nature of any matter.
4. Content or other material that contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code or any other content, which may damage, interrupt, disrupt or otherwise adversely affect the Service, its servers or software, or those of its Users.
5. Content that uses false or forged headers or otherwise manipulates identifiers in order to disguise the origin of any content placed on or transmitted through the Pictures Web site.
6. Content that advocates illegal activity.
7. Content that harms minors in any way.

#### **D. Content Not Monitored; Risk Assumed by Users**

Sprint does not control or routinely review the content of material or content placed on the Service. All content provided by any user is the sole responsibility of the user, not Sprint. As a user, you accept sole responsibility for viewing, uploading, downloading, sending and using any content and agree that Sprint is not liable for any damage to your camera or computer system or software or loss of data that may result for interacting with the Pictures Web site.

#### **E. Right to Review Content**

Sprint may, in its sole discretion, examine content stored or transmitted to Service and has the absolute right to delete or modify materials for any reason without notice to users.

#### **F. No Resale of Service**

You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Service, use of the Service, or access to the Service for any commercial purposes.

#### **G. Third Party Software**

Certain software is required to upload, store, send and manipulate

photos and images on Service. As a convenience to Users, Sprint may make this and other third-party software available through the Service. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider. By downloading third party software, you acknowledge and agree that Sprint does not guarantee that any software downloaded through the Service will be free of viruses, worms, or Trojan horses or other forms of corruptive code. Use of certain software (including, but not limited to, certain data compression software) may result in a degradation of images. Sprint makes no representations or warranties concerning the performance, effectiveness or any other aspect of any third-party software downloaded through the Service. In no event shall Sprint (including its officers, directors, employees, Affiliates and agents) be liable for claims of any nature, whether direct or indirect, arising from or related to any third-party software downloaded through the Service.

#### **H. Termination**

Sprint may terminate your right to participate and account for failure to actively participate in the Service (see Terms of Participation above), and delete all storage areas, pictures, images, information, communications, postings, and files without further notice for any reason.

Sprint may terminate your account if you fail to maintain Active Participation; see definition of Active Participation in Terms of Participation above.

The contents of a storage area or account may be deleted and the storage area or account may expire or be terminated; see Terms of Participation above.

A User's storage area may be terminated and any and all pictures, images, information, communications, postings, and files deleted at any time, without notice, for conduct violating this agreement or other policies or guidelines set out by Sprint elsewhere on the site.

A User's storage area may be terminated and any and all pictures, images, information, communications, postings, and files deleted at any time, without notice, for online conduct that Sprint, in its sole

discretion believes is harmful to other Customers, the business of Sprint, or third party information providers.

Sprint reserves the right at all times to disclose any information posted by you or any other User as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the sole discretion of Sprint are objectionable or in violation of these terms and conditions.

### **I. Limitation of Liability**

THE PICTURES WEB SITE AND ALL PRODUCTS AND SERVICES PROVIDED THROUGH IT ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, SPRINT DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE. SPRINT DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PICTURES WEB SITE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SITE OR THROUGH ANY LINKS PROVIDED IN THE SITE. SPRINT SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL UPLOADED, DOWNLOADED, STORED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF SUCH MATERIAL.

UNDER NO CIRCUMSTANCES WILL SPRINT BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE SITE OR ITS ASSOCIATED PRODUCTS AND SERVICES. SUCH LIMITATION OF LIABILITY WILL APPLY TO

PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF SPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM THE LOSS OR DAMAGE OF UPLOADED OR STORED PICTURES OR IMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, PRODUCTS OR SERVICES, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THIS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE PICTURES WEB SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES.

**J. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPRINT, (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY INFORMATION PROVIDERS TO THE SERVICE) FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU, ANY OTHER USER OR ANY OTHER PERSON ACCESSING THE SERVICES USING YOUR ACCOUNT.

**K. Links to third party sites.**

THE LINKS INCLUDED WITHIN THE SERVICE MAY LET YOU LEAVE THE SERVICE WEB SITES ("LINKED SITES"). THE LINKED SITES ARE NOT UNDER THE CONTROL OF SPRINT AND SPRINT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. SPRINT IS NOT RESPONSIBLE FOR WEB CASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SPRINT IS PROVIDING THESE LINKS TO

YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SPRINT OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

## **EQUIPMENT TERMS**

**LOSS OF IMAGES.** We will not compensate you for any lost pictures due to malfunction of your camera, the transmission of images via PCS Vision services, or otherwise.

**DEVICE COMPATIBILITY.** Certain camera functionality only works with PCS Vision services. Any use of this camera with incompatible devices may result in damage to the camera, the phone or both.

**PHYSICAL DAMAGE TO CAMERA.** This camera should not be shaken, struck or manipulated outside of the normal course of camera use. Like most electronic devices, improper handling or care of your camera may result in permanent damage and loss of images. Do not expose this camera to moisture or attempt to use underwater.

**SUNLIGHT OR BRIGHT LIGHTS.** Do not aim your camera into the sun or at bright lights. Aiming your camera into the sun or bright lights may cause permanent damage to your eyes and is strongly discouraged.

**WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN LIMITED WARRANTY PROVIDED WITH YOUR CAMERA, SPRINT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPLICITLY STATED IN THIS AGREEMENT, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE. THE SERVICES AND ANY MATERIALS OR EQUIPMENT ARE SUPPLIED "AS IS," TO THE FULL EXTENT PERMITTED BY LAW.

**LIMITATION OF LIABILITY.** SPRINT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT SPRINT WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

**Security Policy**

Sprint uses reasonable precautions to protect the privacy of your credit card and other ordering information by utilizing a Secure Socket Layer ("SSL") connection. Accordingly, your credit card and other ordering information, such as your name and address, is encrypted using the SSL connection and is not expected to be read in an intelligible form as it travels to the Sprint order processing system. The Sprint order processing systems is not connected to the Internet and is not accessible to the public.

Many Web browsers support the use of an SSL connection, but if your browser does not support the use of an SSL connection or if you prefer not to send your credit card number over the Internet, you can place your order by calling Sprint toll free at 1-888-253-1315 (U.S. only).

PCS Representatives are available 7 days a week, Monday through Friday from 6:00 a.m. to 11:00 p.m. and Saturday and Sunday 8:00 a.m. to 6:00 p.m. to take your order.

**Privacy Policy**

Sprint respects the privacy of its customers, and other individuals and businesses using the Web sites owned and operated by Sprint and its Affiliates ("Sprint Web sites"). This updated Privacy Policy effective October 22, 2001, is to keep you informed about the types of information collected on Sprint Web sites and how the information is used and protected. The revised Privacy Policy includes information about advertisements on Sprint Web sites and access to your account information.

Sprint protects the privacy of its local, long distance and wireless customers consistent with the Federal Telecommunications Act and rules and regulations issued by the Federal Communications Commission.

Sprint's Privacy Policy for its high speed Internet services can be accessed at: [www.sprint.com/privacypolicy/broadbandservices](http://www.sprint.com/privacypolicy/broadbandservices).

There are two types of information that may be exchanged between the Sprint site and the user during each visit to a Sprint site. They are:

- 1) General technical data transmitted between your computer and the Sprint site that does not identify you personally.

2) Personally identifiable information that you voluntarily share. The types of personally identifiable information that you might share include your name, address, phone number, email address and credit card number.

## **ANONYMOUS INFORMATION**

In order to provide you with the information and services that you look for from the Sprint Web sites, Sprint gathers certain types of information from you that are not personally identifiable. This is called anonymous information and includes:

1. The type of Internet browser you use when you visit
2. The types of computer operating system you use
3. The search engine you use to access the Sprint Web sites (such as "AOL.com," "Yahoo.com" or "Go.com")
4. The specific Sprint Web site that you visit ([www.sprint.com](http://www.sprint.com), [www.sprintpcs.com](http://www.sprintpcs.com), etc.).

The anonymous information collected is not associated with you personally or your business. Sprint uses this anonymous information in the aggregate to improve Sprint Web sites and the services we provide through those sites.

## **USE OF COOKIES**

Sprint Web sites may use "cookies" to collect the anonymous information described in this Privacy Policy. Cookies are bits of encrypted data that are loaded by a Sprint server onto your computer or other device when you visit a Sprint Web site. The server can retrieve the cookies the next time you visit a site and use them to identify the computer as a return visitor. Sprint uses cookies to collect non-personally identifiable information and generically track usage patterns on the Sprint Web sites in order to monitor activity and administer the sites. Sprint also uses information obtained from cookies to improve Sprint Web sites, and make decisions concerning advertising, product offerings and services. Most users can disable cookies from their Internet browsers, receive a warning before a cookie is placed on their computer, and erase all cookies from their computer hard drives by following the instructions provided by the browser.

**ADVERTISEMENTS ON SPRINT WEB SITES**

Advertising companies deliver ads on some Sprint Web sites. You should be aware that when you click on these ads, the advertising companies may also deploy cookies to receive anonymous information about ad viewing by Internet users on Sprint Web sites and other Web sites. This information is associated with your Web browser, but cannot be associated with your name or email address without your permission. Therefore, advertising companies may know where your computer goes on the Web, but they do not know who you are unless you tell them. Sprint does not provide personally identifiable information about its customers or Sprint Web site visitors to these advertising companies.

**PERSONALLY IDENTIFIABLE INFORMATION**

Sprint may ask you to provide what is often referred to as "personally identifiable information" such as your name, address, telephone number and email address when you use Sprint Web sites to:

purchase a service or product online, enter a contest or sweepstakes, ask to receive information, respond to a survey, register with a Sprint Web site, access your account, ask for a personalized service, request customer service online, or apply for a job. You always have the alternative of mailing or calling Sprint with the information requested if you do not wish to provide it online. Personally identifiable information provided at a Sprint Web site to order Sprint services other than Internet services will be protected in the same manner as when the information is provided by other means such as over the telephone or by mail. We protect customer information obtained from the local, long distance and wireless service customers of Sprint consistent with federal laws governing telecommunications services and with regulations issued by the Federal Communications Commission. Sprint's Privacy Policy for its Internet services can be accessed at: [www.sprint.com/privacypolicy/broadbandservices](http://www.sprint.com/privacypolicy/broadbandservices).

We use personally identifiable information provided at a Sprint web site in the following ways unless otherwise specified:

1. For its intended purpose (such as to complete an online order for service).

2. To provide you with information about new PCS Products and Services or products and services offered in conjunction with Sprint business partners.

### **DISCLOSURE TO THIRD PARTIES**

Sprint will not sell or disclose to outside parties any personally identifiable information obtained from a Sprint online service or the registration at a Sprint Web site without your consent except under the following circumstances:

1. When required by law,
2. When disclosure is necessary to protect the safety of a customer, third party or Sprint's property,
3. If it is required in connection with any sale or transfer of all or a portion of Sprint's assets.

When Sprint uses agents, contractors or other companies to perform services on its behalf, Sprint will require that they protect your personally identifiable information consistent with this Privacy Policy. Sprint may share the anonymous information described in this Privacy Policy with third parties from time-to-time.

### **EMAIL COMMUNICATIONS**

Email is an increasingly popular communication tool through which you and your business may communicate with Sprint. Likewise, Sprint may use email to communicate with you, respond to your email, and to tell you about new products and services. If you do not wish to receive email promotions and new products and service announcements from Sprint, please follow the instructions that appear at the end of the email communication that you receive from Sprint to have your name removed from the list.

### **SECURITY**

Sprint utilizes several encryption methods to ensure that the data you submit on any of the Sprint Web sites is secure. Through this "secure session," information that you input into a Sprint online order form will be sent and will arrive privately and unaltered at a Sprint server. This security prohibits access to your information by other companies and Web users.

### **CHILDREN**

Sprint does not intend to collect personally identifiable information

from individuals under 18 years of age. If Sprint becomes aware that a user who is under 18 is using a Sprint Web site, Sprint will specifically instruct that individual that they are not to submit information on Sprint Web sites without a parent or guardian's consent. If a child has provided Sprint with personally identifiable information without the knowledge of Sprint, a parent or guardian of the child may contact Sprint at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com) and Sprint will delete the child's information from our existing files.

## **LINKS**

Some Sprint Web sites contain links to other Web sites that are owned and operated by parties other than Sprint. Please be aware that this Privacy Policy does not extend to any Web sites other than those owned and controlled by Sprint.

## **ACCOUNT INFORMATION**

You may always contact us at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com) or by telephone or mail to verify your name, address, email address, telephone number and/or billing information. Sprint will correct any information that is inaccurate.

## **QUESTIONS**

If you have questions or comments regarding this Privacy Policy, you may contact us at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com). If you have submitted personally identifiable information, and would like that information deleted from our records, please contact us at our email address, [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com). We will use reasonable efforts to delete that information from our files.

## **UPDATES**

Sprint may amend this Privacy Policy from time-to- time. These changes will be posted online.

## Manufacturer's Limited Warranty

Sony Ericsson Mobile Communications (USA) Inc. (Sony Ericsson), provides this Limited Warranty for your mobile phone and original accessories delivered with your mobile phone (hereinafter referred to as "Product").

Should your Product need warranty service, please return it to the dealer from whom it was purchased, or contact your local Sony Ericsson Customer Care Center (national rates may apply) or visit [www.SonyEricsson.com](http://www.SonyEricsson.com) to get further information.

### Our Warranty

Subject to the conditions of this Limited Warranty, Sony Ericsson warrants this Product to be free from defects in design, material, and workmanship at the time of its original purchase by a consumer, and for a subsequent period of one (1) year.

### What We Will Do

If, during the warranty period, this Product fails to operate under normal use and service, due to defects in design, materials, or workmanship, Sony Ericsson authorized distributors or service partners, in the country where you purchased the Product, will, at their option, either repair or replace the Product in accordance with the terms and conditions stipulated herein.

Sony Ericsson and/or its service partners reserve the right to charge a handling fee if a returned Product is found not to be under warranty according to the conditions below.

Please note that your personal settings/downloads might be lost when the Product is repaired or replaced.

### Conditions

**1.** The warranty is valid only if the original proof of purchase issued to the original purchaser by an, for this Product, Sony Ericsson authorized dealer, specifying the date of purchase and serial number\*, is presented with the Product to be repaired or replaced. Sony Ericsson reserves the right to refuse warranty service if this information has been removed or changed after the original purchase of the Product from the dealer.

**2.** If Sony Ericsson repairs or replaces the Product, the repaired or replaced Product shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer. Repair or replacement may involve the use of functionally equivalent reconditioned units. Replaced parts or components will become the property of Sony Ericsson.

**3.** This warranty does not cover any failure of the Product due to normal wear and tear, or due to misuse, including but not limited to use in other than the normal and customary manner, in accordance with the Sony Ericsson instructions for use and maintenance of the Product. Nor does this warranty cover any failure of the Product due to accident, software or hardware modification or adjustment, acts of God, or damage resulting from liquid.

**4.** Since the cellular system on which the Product is to operate is provided by a carrier independent from Sony Ericsson, Sony Ericsson will not be responsible for the operation, availability, coverage, services, or range of that system.

**5.** This warranty does not cover Product failures caused by installations, modifications, or repair or opening of the Product performed by a non-Sony Ericsson authorized person.

**6.** The warranty does not cover Product failures which have been caused by use of accessories or other peripheral devices which are not Ericsson or Sony Ericsson branded original accessories intended for use with the Product.

**7.** Tampering with any of the seals on the Product will void the warranty.

**8.** THERE ARE NO EXPRESS WARRANTIES, WHETHER WRITTEN OR ORAL, OTHER THAN THIS PRINTED LIMITED WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SONY ERICSSON OR ITS LICENSORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, TO THE FULL EXTENT THOSE DAMAGES CAN BE DISCLAIMED BY LAW.

Some countries/states do not allow the exclusion or limitation of incidental or consequential damages, or limitation of the duration of implied warranties, so the preceding limitations or exclusions may not apply to you.

The warranty provided does not affect the consumer's statutory rights under applicable legislation in force, nor the consumer's rights against the dealer arising from their sales/ purchase contract.

\* In some countries/regions additional information is requested. If so, this is clearly shown on the valid proof of purchase.

