

***Important Information  
for the NETGEAR® Zing Mobile Hotspot™***

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**NETGEAR®**

Sprint 

## *Important Safety Information*

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This booklet contains important operational and safety information that will help you safely use your NETGEAR® Zing Mobile Hotspot™. Failure to read and follow the information provided in this booklet may result in serious bodily injury, death, or property damage.

## **General Precautions**

There are several simple guidelines to operating your NETGEAR Zing Mobile Hotspot properly and maintaining safe, satisfactory service.

- Avoid exposing your device to rain or liquid spills. If your device does get wet, immediately turn the power off and remove the battery.
- Do not expose your device to direct sunlight for extended periods of time (such as on the dashboard of a car).
- Although your device is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.
- Any changes or modifications to your device not expressly approved in this document could void your warranty for this equipment and void your authority to operate this equipment.

**Note:** For the best care of your device, only Sprint-authorized personnel should service your device and accessories. Failure to do so may be dangerous and void your warranty.

## Maintaining Safe Use of and Access to Your NETGEAR Zing Mobile Hotspot

### Following Safety Guidelines

To operate your NETGEAR Zing Mobile Hotspot safely and efficiently, always follow any special regulations in a given area. Turn your device off in areas where use is forbidden or when it may cause interference or danger.

### Using Your NETGEAR Zing Mobile Hotspot Near Other Electronic Devices

Most modern electronic equipment is shielded from radio frequency (RF) signals. However, RF signals from wireless devices may affect inadequately shielded electronic equipment.

RF signals may affect improperly installed or inadequately shielded electronic operating systems or entertainment systems in motor vehicles. Check with the manufacturer or their representative to determine if these systems are adequately shielded from external RF signals. Also check with the manufacturer regarding any equipment that has been added to your vehicle.

Consult the manufacturer of any personal medical devices, such as pacemakers and hearing aids, to determine if they are adequately shielded from external RF signals.

**Note:** Always turn off the NETGEAR Zing Mobile Hotspot in healthcare facilities, and request permission before using the device near medical equipment.

### Turning Off Your NETGEAR Zing Mobile Hotspot Before Flying

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

## Turning Off Your NETGEAR Zing Mobile Hotspot in Dangerous Areas

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

- Fueling areas such as gas stations.
- Below deck on boats.

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

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

## Restricting Children's Access to Your NETGEAR Zing Mobile Hotspot

Your device is not a toy. Do not allow children to play with it as they could hurt themselves and others, damage the device or enable unauthorized users to use your data service and increase your Sprint invoice.

## Caring for the Battery

### Protecting Your Battery

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

- Recently there have been some public reports of wireless device batteries overheating, catching fire, or exploding. It appears that many, if not all, of these reports involve counterfeit or inexpensive, aftermarket-brand batteries with unknown or questionable manufacturing standards. Sprint is not aware of similar problems with Sprint devices resulting from the proper use of batteries and accessories approved by Sprint or the manufacturer of your device. Use only Sprint-approved or manufacturer-approved batteries and accessories found at Sprint Stores or through your device's manufacturer, or call 1-866-866-7509 to order. They're also available at [sprint.com/accessories](http://sprint.com/accessories). Buying the right batteries and accessories is the best way to ensure they're genuine and safe.
- In order to avoid damage, charge the battery only in temperatures that range from 32° F to 113° F (0° C to 45° C).
- Don't use the battery charger in direct sunlight or in high humidity areas, such as the bathroom.
- Never dispose of the battery by incineration.
- Keep the metal contacts on top of the battery clean.
- Don't attempt to disassemble or short-circuit the battery.
- The battery may need recharging if it has not been used for a long period of time.
- It's best to replace the battery when it no longer provides acceptable performance. It can be recharged hundreds of times before it needs replacing.
- Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:

- Less than one month:  
-4° F to 140° F (-20° C to 60° C)
- More than one month:  
-4° F to 113° F (-20° C to 45° C)

## Disposal of Lithium Ion (Li-Ion) Batteries

Do not handle a damaged or leaking Li-Ion battery as you can be burned.

For safe disposal options of your Li-Ion batteries, contact your nearest 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.

## Radio Frequency (RF) Energy

### Understanding How Your NETGEAR Zing Mobile Hotspot Operates

Your device is basically a radio transmitter and receiver. When it's turned on, it receives and transmits radio frequency (RF) signals. When you use your device, the

system handling your call controls the power level. This power can range from  $1 \times 10^{-8}$  watt to 0.2 watt in digital mode].

## Knowing Radio Frequency Safety

The design of your device complies with updated NCRP standards described below.

In 1991–92, the Institute of Electrical and Electronics Engineers (IEEE) and the American National Standards Institute (ANSI) joined in updating ANSI's 1982 standard for safety levels with respect to human exposure to RF signals. More than 120 scientists, engineers and physicians from universities, government health agencies and industries developed this updated standard after reviewing the available body of research. In 1993, the Federal Communications Commission (FCC) adopted this updated standard in a regulation. In August 1996, the FCC adopted hybrid standard consisting of the existing ANSI/IEEE standard and the guidelines published

by the National Council of Radiation Protection and Measurements (NCRP).

## **RF Exposure**

To maintain compliance with FCC RF exposure guidelines, ensure the device is at least **0.4 inches (1.0 centimeters)** from your body at all times. Use of non-Sprint-approved accessories may violate FCC RF exposure guidelines.

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

## **Specific Absorption Rates (SAR) for Wireless Devices**

The SAR value corresponds to the relative amount of RF energy absorbed into the body of a user of a wireless device.

The SAR value of a device is the result of an extensive testing, measuring and calculation process. It does not represent how much RF the device emits. All device models are tested at their highest value in strict

laboratory settings. But when in operation, the SAR of a device can be substantially less than the level reported to the FCC. This is because of a variety of factors including its proximity to a base station antenna, device design and other factors. What is important to remember is that each device meets strict federal guidelines. Variations in SARs do not represent a variation in safety.

All devices must meet the federal standard, which incorporates a substantial margin of safety. As stated above, variations in SAR values between different model devices do not mean variations in safety. SAR values at or below the federal standard of 1.6 W/kg are considered safe for use by the public.

The highest reported SAR values of the NETGEAR Zing Mobile Hotspot are:

Body: 1.438 W/kg (1g)

## **FCC Radio Frequency Emission**

This device meets the FCC Radio Frequency Emission Guidelines.

## FCC ID number: PY3AC771S

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

<http://fcc.gov/oet/ea/fccid>.

## FCC Notice

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient the direction of the internal antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

## Owner's Record

The model number and other device identifiers are located on a nameplate inside the battery compartment. Record these numbers in the spaces provided below. This will be helpful if you need to contact us about your device in the future.

**Model:**

**FSN:**

**IMEI:**

**MEID:**

## Limitation of Liability

The information in this manual is subject to change without notice and does not represent a commitment on the part of NETGEAR. NETGEAR AND ITS AFFILIATES SPECIFICALLY DISCLAIM LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE OR ANTICIPATED PROFITS OR REVENUE ARISING OUT OF THE USE OR INABILITY TO USE ANY NETGEAR PRODUCT, EVEN IF NETGEAR AND/OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS BY ANY THIRD PARTY.

Notwithstanding the foregoing, in no event shall NETGEAR and/or its affiliates aggregate liability arising under or in connection with the NETGEAR product, regardless of the number of events, occurrences, or claims giving rise to liability, be in excess of the price paid by the purchaser for the NETGEAR product.

## **Important Notice**

Because of the nature of wireless communications, transmission and reception of data can never be guaranteed. Data may be delayed, corrupted (i.e., have errors) or be totally lost. Although significant delays or losses of data are rare when wireless devices such as the NETGEAR Zing Mobile Hotspot are used in a normal manner with a well-constructed network, they should not be used in situations where failure to transmit or receive data could result in damage of any kind to the user or any other party, including but not limited to personal injury, death, or loss of property. NETGEAR accepts no responsibility for damages of any kind resulting from delays or errors in data transmitted or received using the NETGEAR Zing Mobile Hotspot, or for failure of the NETGEAR Zing Mobile Hotspot to transmit or receive such data.

## *Manufacturer's Warranty*

Your device has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

For information regarding the terms and conditions of service for your device, please visit [sprint.com](http://sprint.com) or call Sprint Customer Service at 1-888-211-4727.

### **Manufacturer's Warranty**

THIS PRODUCT IS PROVIDED TO YOU UNDER THE FOLLOWING TERMS AND CONDITIONS THAT CONTAIN LIMITATIONS ON WARRANTIES AND LIABILITIES AND YOUR REMEDIES. BY USING THIS PRODUCT YOU AGREE TO THE TERMS AND CONDITIONS BELOW.

The original end-user purchaser of the enclosed wireless personal computer modem card (the

"Product") from NETGEAR (the "Vendor") or one of its authorized suppliers, is offered a personal, non-transferable, limited warranty that: (a) the Product will be of good quality and free from defects in design, materials, workmanship, and manufacture under normal use and service; (b) all materials, parts, components, and other items incorporated in the Product will be new; and (c) the Product will be compliant with, and perform in accordance with, its specifications, for a period that expires one year from the original purchase date of the Product (the "Warranty Period").

During the Warranty Period, if Vendor determines that a Product is defective under a proper warranty claim, then Vendor will, at its sole discretion, either (a) pay parts and labor charges for the repair of the Product, or (b) replace the Product with a new or rebuilt unit (which unit may use refurbished parts of similar quality and functionality), provided that the defective Product is returned to a Vendor-authorized service center for the Product, transportation charges prepaid, and is

accompanied by written proof of purchase in the form of a bill of sale or receipted invoice indicating that the Product was purchased by you and is within the Warranty Period. After the Warranty Period, you are responsible for paying all parts, labor, and shipping charges.

The warranty described above shall apply to all repaired or replaced Product for a period of 90 days from the date of return to you, or the balance of the Warranty Period, whichever is greater.

This limited warranty does not cover and is void with respect to: (a) Products which have been improperly installed, repaired, maintained, or modified; (b) Products which have been subjected to misuse (including using the Products with hardware which is electrically or mechanically incompatible with the Products), abuse, accident, physical damage, abnormal operation, improper handling or storage, neglect, exposure to fire, water, or excessive moisture or dampness, or extreme changes in climate or temperature; (c) Products which have been opened,

repaired, modified, or altered by anyone other than Vendor or a Vendor-authorized service center; (d) Products which have been damaged due to fire, flood, acts of God, or other acts which are not Vendor's fault and which the Product is not specified to tolerate; (e) cosmetic damage; (f) Products which have been operated outside of published maximum ratings; (g) cost of installation, removal, or reinstallation of the Product; (h) signal reception problems (unless caused by a defect in material(s) or workmanship); or (i) Products on which warranty stickers or serial numbers have been removed, altered, or rendered illegible.

This limited warranty is not transferable to any third party including, but not limited to, any subsequent purchaser or owner of the Products. Any transfer or resale of any of the Products will automatically terminate Vendor's warranty coverage of such Products.

This limited warranty is only valid in the United States of America, and does not cover customer education,

instruction, installation, setup adjustments, or signal reception problems.

REPAIR OR REPLACEMENT, AS PROVIDED FOR UNDER THIS LIMITED WARRANTY, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER VENDOR NOR THE ORIGINAL OWNER OF THE PRODUCT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. This warranty gives you specific rights and you may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the foregoing exclusions may not apply to you.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS PRODUCT IS ASSUMED BY YOU. NEITHER THE ORIGINAL OWNER OF THE PRODUCT NOR THE VENDOR NOR VENDOR'S DISTRIBUTORS, RESELLERS, SUPPLIERS, AGENTS, OFFICERS, AND DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES HOWSOEVER CAUSED INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, GENERAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, DAMAGES TO PROPERTY OR PERSONS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF ANY SUCH AFOREMENTIONED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE, OR FOR CLAIMS BY ANY THIRD PARTY. MAXIMUM AGGREGATE LIABILITY OF THE AFOREMENTIONED PERSONS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY

WHETHER OR NOT THE ALLEGED BREACH, DEFAULT,  
NON-PERFORMANCE, OR FAILURE IS A BREACH  
OF FUNDAMENTAL CONDITION OR TERM, OR A  
FUNDAMENTAL BREACH.

ANY REPRESENTATIONS OR WARRANTIES,  
EXPRESS OR IMPLIED, OF NON-INFRINGEMENT OF  
INTELLECTUAL PROPERTY RIGHTS ARE HEREBY  
DISCLAIMED TO THE EXTENT PERMITTED BY LAW.

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## General Terms and Conditions of Service

Please note that these terms may not be the most current version. A current version of the terms is available at our website at [sprint.com/termsandconditions](http://sprint.com/termsandconditions) or upon request.

Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681 o visitar a [sprint.com/espanol](http://sprint.com/espanol).

### Basic Definitions

In this document: (1) “we,” “us,” “our,” and “Sprint” mean Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing the products and Services; (2) “you,” “your,” “customer,” and “user” mean an account holder with us or any user of our Devices or Services; (3) “Device” means any

phone, aircard, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; and (4) “Service” means Sprint-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, software, or Devices on your account with us. “Service(s)” also includes any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).

### The Service Agreement

These Ts&Cs are part of your service agreement with us (the “Agreement”) and constitute a contract under which we provide you Services under terms and conditions that you accept. **THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER PROVISION.** In addition to these Ts&Cs, there are several parts of the Agreement, which includes but is not limited to the following: (i) the subscriber agreement and transaction

materials that you receive and accept; (ii) the plan(s) that you chose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction, including on-line and telephone transactions (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current written Agreement and transaction materials apply); (iii) any confirmation materials and invoices that we may provide to you; and (iv) the terms set forth in the coverage map brochures. **It is important that you carefully read all of the terms of the Agreement.**

## **Additional Terms**

Additional terms will apply when you use certain applications, programs, Devices, and services, and these terms will be provided to you prior to your use of the items. Depending on who provides the items, the terms may come from Sprint or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Sprint is not responsible for these third-party items and

associated terms. Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing, payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement will still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service. For employee and organization discounts, the discount percentage may vary from month-to-month based on the terms of the agreement between your employer, association, or organization and Sprint. The discount will be zero after your agreement or your organization's agreement with Sprint ends. Additional terms and eligibility requirements regarding organization discounts will be provided to you.

## **Our Policies**

Services are subject to our business policies, practices, and procedures (“Policies”). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at anytime with or without notice.

## **When You Accept The Agreement**

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement, including on the Web by electronically marking that you have reviewed and accepted; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

## **Term Commitments & Early Termination Fees**

Sprint provides a variety of Services, some of which require you to maintain Your Services on a month to month basis or for a minimum term, usually 1 or 2 years (“Term Commitment”). If your Agreement contains a Term Commitment, **you will be charged a fee (“Early Termination Fee”) for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement) but such Early Termination Fee will be prorated based on your remaining Term Commitment.** Early Termination Fees are a part of our rates. Any Term Commitment, the length of the Term Commitment, and the applicable Early Termination Fee amounts and proration will be disclosed to you during the sales transaction. **Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your**

Services continue on a month-to-month basis under the then-current Terms and Conditions and Service policies. Services offered on a subscription basis, as described in the “Account & Service Charges” section, may not require a Term Commitment and may not automatically renew. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

## **When You Don't Have To Pay An Early Termination Fee**

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) provided on a subscription basis that do not include a Term Commitment; (c) consistent with our published trial period return policy; or (d) in response to a materially adverse change that we make to the Agreement as described directly below.

## **Our Right To Change The Agreement & Your Related Rights**

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide services, or your terms of Service. If you lose your eligibility for a particular rate plan or if a particular rate plan is no longer supported or available, we may change your rate plan to one for which you qualify. We will provide you notice of material changes—and we may provide you notice of non-material changes—in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line of Service materially adversely affected without incurring an Early Termination Fee only if: (a) you call us within 30 days after the effective date of the change; (b) you specifically advise us that you wish to cancel Services because of a material

change to the Agreement that we have made; and (c) we fail to negate the change after you notify us of your objection to it. If you do not notify us and cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

## **Our Right To Suspend Or Terminate Services**

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information

or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications (for example, rooting the device); (j) failing to use our Services for an extended period of time; (k) failing to maintain an active Device in connection with our Services; or (l) if we believe the action protects our interests, any customer's interests, or our networks.

## **Your Right To Change Services & When Changes Are Effective**

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require a new Term Commitment. Changes to Services are usually effective at the start of the next full invoicing cycle. If the changes take place sooner, your invoice may reflect pro-rated charges for your old and new Services. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services, which will include the

authority to make changes that will extend your Term Commitment. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

## **Your Right To Terminate Services**

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to Sprint and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service, and if you are subject to a Term Commitment, you may be charged all or part of an Early Termination Fee. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. **Except as provided above, if you are subject to an Early Termination Fee,**

**you must also pay the invoiced Early Termination Fee for each line of Service that you terminate early.**

## **Credit Checks & Credit Information**

We agree to provide you Services on the condition that you have and maintain satisfactory credit according to our standards and policies. You agree to provide information that we may request or complete any applications that we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

## **Account Spending Limits (“ASL”)**

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) that we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count toward an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

## **Deposits & Returning Deposits**

We may at any time require a deposit as a guarantee of payment for you to establish or maintain Service (“Deposit”). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can’t use a Deposit to make or delay

payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history, and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won’t earn interest, and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We’ll send any remaining portion of the Deposit to your last known address within 90 days after your final invoice—if it is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

## **Restrictions On Using Services**

You can’t use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our

Services, see our Acceptable Use Policy and Visitors Agreement, which are available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

## **Your Device, Number & Email Address**

We don't manufacture any Device that we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts, or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through.** Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services. Your Device is designed to be activated on our networks and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication,

use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign them. Your CDMA Sprint PCS phone may have software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If your device has a software programming lock, and you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit [sprint.com](http://sprint.com) or call 1-888-211-4727 for information and eligibility requirements.

## **Porting/Transferring Phone Numbers**

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

## Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available at our authorized retail locations and on [sprint.com](http://sprint.com). The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Coverage and Service speeds are not guaranteed. Coverage is subject to change without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that—along with other factors both within and beyond our control (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of

third parties, etc.)—may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

## Roaming

The term “roaming” typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when

you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.). For information on whether roaming applies, see your service plan details.

## About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable.** You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly

**recommend that you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Sprint may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any

time without notice to you, and you may not receive a refund for any unused portion of the Data Content.

## **Specific Terms & Restrictions On Using Data Services**

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device

you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, Sprint Mobile Broadband card plans, wireless router plans, etc.).

## **Software License**

If Sprint provides you software as part of the Service and there are not software license terms provided with the software (by Sprint or by a third party), then Sprint grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You will not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Sprint may revoke this license at any time.

## **Fees, Activation & Miscellaneous Charges**

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees

to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

## **Account & Service Charges**

**You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services.** Charges include, but are not limited to, the monthly recurring charges, usage charges, charges for additional services, taxes, surcharges, and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials that we may send to you. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Devices, you authorize

end users to access, download, and use Services. You may have the opportunity to purchase Services on a subscription basis where we assess subscription charges that allow you access to the Services and/or provide you a certain amount of use of the Services for a defined period of time. Depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods. Subscription Services offered on a recurring basis do not end until terminated by you or us. Subscription charges for recurring Services occur at the beginning of each bill cycle. Information regarding your bill cycle for subscription Services will be provided when you order the Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge you at some point after you use the Services. Unless otherwise disclosed, Services offered on a per-day basis end 24 hours after Service is initiated.

## How We Calculate Your Charges For Billing Purposes

**RegularVoice Calls:** We round up partial minutes of use to the next full minute. Time starts when you press “Talk” or your Device connects to the network and stops when you press “End” or the network connection otherwise breaks. You’re charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You won’t be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you’re charged from the time shortly before the Device starts ringing until you press “End” or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, Nights and Weekend plans), you’re charged for the entire call based on the rate that applies to the time period in which the call starts. Call time for a single call may be subject to a maximum duration and may be automatically terminated if the maximum duration is exceeded. Rates that vary based on the time of access will be determined based on the location of

the network equipment providing service and not the location of your Device or your Device’s area code (if applicable).

**Push-to-Talk Charges:** Charges for push-to-talk calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You’re charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a push-to-talk call and ends approximately 6 seconds after completion of a communication to which no participant responds. Subsequent push-to-talk communications are considered new calls. Charges apply for the entire period of time the push-to-talk call is connected to our network. Depending on your plan, nationwide, international, or group push-to-talk calls may use the local push-to-talk minutes in your plan and result in additional or different charges. Responses to call alert transmissions are treated as new push-to-talk

transmissions even when responding within 6 seconds of receiving the alert. Push-to-talk billing methods are subject to change as we introduce new push-to-talk Services.

**Data Usage:** Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte (“KB”), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device

is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage. Your bill won’t separately list the number of KB attributed to a specific action/data session.

## **Your Bill**

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance), fees, taxes, Surcharges, product and

equipment charges, subscription charges, and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. **Your bill may also include other important notices (for example, changes to your Agreement, to your Service, legal notices, etc.).** Your paper bill may not include itemized billing detail. More specific billing information is available online. Paper bills may be subject to an additional charge. Unless prohibited by law, other charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category. If you choose Internet billing, you will not receive paper bills.

## **Your Payments; Late Fees**

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at

the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or other similar secure form of payment at any time for good reason.

## **Taxes & Government Fees**

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice. If you're

claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

## **Surcharges**

You agree to pay all Sprint surcharges (“Surcharges”), which may include, but are not limited to: Federal Universal Service; Regulatory and Administrative charges; gross receipts charges, and other charges. **Surcharges are *not* taxes, and we are *not* required by law to assess them. They are part of our rates we choose, at our discretion, to collect from you, to recover certain costs and are kept by us. The number and type of Surcharges will be provided on your invoice and may vary depending upon the location of the billing address of the Device and can change over time. We determine the amount for these charges, and these amounts are subject to change, as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). However,**

because some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

## **Disputing Charges - You Must Still Pay Undisputed Charges**

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period—undisputed charges must still be paid as stated on your bill.

## **Protecting Our Network & Services**

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2)

optimize or improve the overall use of our networks and Services. Some of these actions may interrupt or prevent legitimate communications and usage—for example, message filtering/blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications, or other Data Content; prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, networks, Services, and equipment, see our Acceptable Use Policy and Visitors Agreement at our website.

## Your Privacy

Our Privacy Policy is available on our website. To review the policy, visit [sprint.com/legal/privacy.html](http://sprint.com/legal/privacy.html). This policy may change from time to time, so review it with regularity and care.

**Call Monitoring:** To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls you make to us or we make to you (for

example, your conversations with our customer service or sales departments).

**Authentication and Contact:** You (the account holder) may password protect your account information by establishing a personal identification number (“PIN”). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Sprint may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right and we have a duty to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

**Third-Party Applications:** If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Sprint to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services,

you agree and authorize Sprint to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party’s terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party’s policies before using its application on your device.

**Information on Devices:** Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Sprint is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt

to erase all data on your Device, but you must remove all data from your Device before you provide it to us.

## **Location-Enabled Services**

Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.

You agree that any authorized user may access, use, or authorize Sprint or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other

authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

## **911 Or Other Emergency Calls**

**Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information.** Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot

acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.

## **If Your Device Is Lost or Stolen**

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any applicable Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

## **Disclaimer of Warranties**

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

## **You Agree That We Are Not Responsible For Certain Problems**

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

licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of

God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to back up your information stored on each.

### **You Agree That Our Liability Is Limited - No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO,

LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

## **DISPUTE RESOLUTION AND ARBITRATION**

### **PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS**

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Sprint each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Sprint agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

### **Mandatory Arbitration and Waiver of Class Action**

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

In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

"Disputes" shall include, but are not limited to, any claims or controversies against each other

related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Sprint brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Sprint, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Sprint; (iii) claims that are subject to on-going litigation

where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

### **Dispute Notice and Dispute Resolution Period**

Before initiating an arbitration or a small claims matter, you and Sprint each agree to first provide to the other a written notice (“Notice of Dispute”), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: *General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191*. Sprint will provide a Notice of Dispute to you in accordance with the “Providing Notice To Each Other Under The Agreement” section of this Agreement. Sprint will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Sprint agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action.

If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Sprint may commence an arbitration proceeding or small claims action.

### **Arbitration Terms, Process, Rules and Procedures**

(1) Unless you and Sprint agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at [jamsadr.com](http://jamsadr.com). Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and

not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act (“FAA”) applies to this Agreement and arbitration provision. We each agree that the FAA’s provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the “Minimum Standards”), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Sprint to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND SPRINT AGREE THAT EACH**

**MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Sprint expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

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

(5) An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and

binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.

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

### **No Trial By Jury and No Class Action**

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

EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

## **Indemnification**

You agree to indemnify, defend, and hold Sprint and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in

this Agreement, any applicable law or regulation, or the rights of any third party.

## **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

## **Contacting You Regarding Billing and Collections**

You expressly authorize, and specifically consent to allowing Sprint and any of Sprint's agents to contact you in connection with any and all matters relating to

unpaid past due charges you owe Sprint. You agree that, for attempts to collect unpaid past due charges, Sprint and any of its agents may contact you at any mailing address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, or may in the future provide, to Sprint. You agree and acknowledge that any email address or any other electronic address that you provide to Sprint is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set email messages delivered by an automatic emailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

## **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it, unless we agree to the assignment. We can assign the Agreement without notice. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all

prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

**[End General Terms and Conditions of Service]**

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## Important Message from Sprint

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2400293 Rev 1