

## Terms & Conditions

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### Important Service/Product Specific Terms

Your Agreement with Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS or Nextel includes terms of your service plan (including those outlined below) and the most recent Sprint Nextel Terms and Conditions of Service ("Ts and Cs") - carefully read all these terms which include, among other things, a MANDATORY ARBITRATION of disputes provision.

For business customers only, your Agreement with Sprint Solutions, Inc. also includes (a) the Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions"), and (b) the Wireless Services Product Annex ("Product Terms and Conditions"), both as posted at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions) on the date you signed your wireless service agreement. In the event of conflicting terms or inconsistency for business customers only, your wireless service agreement controls followed by the Product Terms and Conditions, then the Standard Terms and Conditions. For business customers, dispute resolution procedures are described in the Standard Terms and Conditions.

**\*\*Monthly charges exclude taxes, Sprint Surcharges [incl. USF charge of up to 17.90% (varies quarterly), Administrative Charge (up to \$1.99/line/mo.), Regulatory Charge (\$0.40/line/mo.) & state/local fees by area (approx. 5-20%)]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Details: [Sprint.com/taxesandfees](http://Sprint.com/taxesandfees).**

**Service Agreement:** The Agreement is provided to you at activation. There are several parts to the Agreement, including, but not limited to, the Subscriber Agreement you sign or accept, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you.

**General Terms:** If you agree to maintain service for a minimum Term, the Term begins when you accept the Subscriber Agreement (e.g., signature, activate service, use phone, etc.). You may terminate any line of service before its Term ends by calling us, however you will be responsible for an EARLY TERMINATION FEE of up to \$350/line for Advanced Devices & up to \$200 ETF/line for other devices for each line/number terminated early - except for terminations consistent with our return policy. The ETF is prorated and is calculated by taking the months remaining on your Agreement times \$20 for Advanced Devices, with a maximum of \$350, and minimum of \$100. For all other devices, the prorated ETF is calculated by taking the months remaining times \$10 with a maximum of \$200 and minimum of \$50. Payment of the ETF does not satisfy other obligations owed to us, including Term commitments with other lines or service/equipment charges. We reserve the right to cancel offers early or extend offers without notice. Offers are subject to credit approval. An account spending limit may apply - ask for specific amount. Spending limit accounts are subject to a fee of \$4.99/mo. per account. The fee will be waived for accounts enrolled recurring automatic payments. In certain areas, a \$4.99 per month account spending limit fee will apply per line. Monthly service plan charges accrue even if your service is turned off for exceeding your spending limit or non-payment. If payment is not received in full by the due date on your bill, late fees may be assessed, in amounts up to the maximum amount permitted by law in the state of your billing address. Offers may not be available everywhere, combinable with other promotions/options, or available to business customers. Coverage is not available everywhere and varies by service - see mapping brochures or visit [www.sprint.com/coverage](http://www.sprint.com/coverage) for details. Monthly charges exclude taxes, Sprint Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area (e.g., in some areas up to 16% but in most areas less than 3%)]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Up to a \$36 phone activation fee applies to new activations, certain service plan changes or upgrades of phones or devices ("phones"). A \$36 reconnect fee may apply to reestablish service on all accounts that have been disconnected for nonpayment. A deposit, in most instances between \$50 and \$750 (but sometimes up to \$1000), may be required per line to establish service. Our services will only work with our phones - not all services are available with all phones or on all networks. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends. All phone usage, including incoming/outgoing calls, incurs charges unless specified otherwise. Except where specified, included plan minutes are not good for off-network roaming calls. International roaming rates for voice and data services are additional and will vary. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused monthly plan minutes do not carry forward. Partial minutes of use are rounded up to the next whole minute.

**Nature of our Service.** Our rate plans, customer devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on Sprint's networks.

**Prohibited Network Uses.** To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Sprint's network or systems. Sprint reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. **Examples of prohibited voice uses:** Sprint voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Sprint services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. **Examples of prohibited data uses:** Sprint data services are provided

solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming. Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either Sprint's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage); or (vi) for any other reason that, in our sole discretion violates our policy of providing service for individual use. **Unlimited Use Plans.** If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Sprint Prohibited Network Uses.

## Promotions, Options and Other Provisions

Business Device Select and Sprint Business Premier Programs available to corporate-liable accounts only. Sprint Premier is not available to Corporate liable customers.

**Messaging (text, picture and video):** Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused monthly plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary and are subject to change. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters. Messages may incur an additional Pay-As-You-Go data charge of 3¢/KB.

**Any Mobile, Anytime:** Applies when directly dialing/receiving standard voice calls between domestic wireless numbers as determined when the call is placed using indep. 3rd party and Sprint databases. (excludes calls to voicemail, 411, and other indirect methods). Not available while roaming.

**Sprint Mobile to Mobile:** Allows you to make or receive unlimited calls directly to or from Sprint subscribers on the Nationwide Sprint Network or the Nextel National Network without using your service plan minutes. Only available for calls directly between Sprint phones and/or most Nextel phones (not through Voicemail, 411 or other indirect methods). Not available while roaming.

**Sprint Premier:** Is not available to employees of Sprint or to business accounts. These offers are made available to select customers at the sole discretion of Sprint and may change or be canceled at any time. Only the primary line that meets the minimum monthly recurring charge requirement is eligible for Sprint Premier customer benefits. Account must be in good standing. See [sprint.com/premier](http://sprint.com/premier) for details.

**GPS Navigation:** Environment may limit GPS location information. Requires Account holder's authorization for Sprint to share location and other needed enabling information with 3rd parties. It is the responsibility of the Account holder to notify device users that location can be identified while using GPS applications.

**Location Based Services:** Environment may limit location based service information. Location Based Services require an account holder's authorization for Sprint to share location and other needed enabling information with third parties. It is the responsibility of the account holder to notify device users that location can be identified while using location based service applications.

**Total Equipment Protection:** Equipment Replacement Program is insurance underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC, a licensed agent of CNA (Asurion Protection Services Insurance Agency). Please see the Protection brochure available at any participating retail location or visit [www.sprint.com/TEP](http://www.sprint.com/TEP) for complete terms and conditions of coverage. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device.

**Sprint to Home:** Monthly charge is invoiced to Sprint wireless account. Not available for corporate-liable accounts.

**Mobile to Office:** Monthly charge is invoiced to Sprint wireless account. Available only for corporate-liable accounts.

**Add-a-Phone:** Requires a minimum two-year Term Agreement for each line added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line will become the Primary Line.

**E-Mail:** Wireless access to corporate/employee email may require add'l server or server access, licenses, or additional requirements which incur add'l charges.

**Data:** Services are not available with all Sprint phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise 1024KB equals 1MB. 1024MB equal 1GB. Usage is calculated on a per kilobyte, megabyte or gigabyte (depending on your plan) basis and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding occurs at the end of each session or each clock hour and at which time we deduct accumulated usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your invoice will not separately identify the number of kilobytes, megabytes or gigabytes attributable to your use of

specific sites, sessions or services used. Premium content (games, ringtones, songs, etc.) priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Except with Phone-as-Modem plans, you may not use a phone (including a Bluetooth phone) as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations. If user is not subscribed to a data included plan or add-on, Pay-As-You-Go charges are incurred when using data applications and services.

**Web Access:** Sprint can help you prevent the transmission of material harmful to minors on certain devices by allowing access only to a limited number of Internet web sites or restricting Web access.

**Off-network Roaming:** The primary use of your Device must be for domestic purposes within the Sprint-owned network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Sprint reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network usage in a month exceeds: (1) voice: 800 min. or a majority of minutes; or (2) data: 300 megabytes or a majority of kilobytes. The display on your device may not always be on and will not indicate whether you will incur roaming charges. You can monitor usage online through My Account. Roaming is not available with single-band phones, or to customers who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate service if you move outside of the Sprint owned-network.

**International Roaming:** International calling, including in Canada, Mexico, and Guam is not included in plans with no roaming charges. International roaming usage may be invoiced after 30-60 days. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates. Sprint reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

**International Long Distance and Messaging:** Phones must be activated for international service in order to make international long-distance calls, including to Mexico and Guam, and in certain cases to send international text. For verification purposes, you may be required to provide additional information and activation of plan may take approximately 1 to 3 days. Verification for account spending limit customers may take up to 30 days. Rates, mobile termination fees and available countries at [www.sprint.com/internationalrates](http://www.sprint.com/internationalrates). International rates are subject to change without notice.

**Mexico Long Distance Dial Codes:** Agua Prieta (633), Alter (637), Ciudad Acuña (877), Ciudad Juárez (656), Ensenada (646), Matamoros (868), Mexicali (686), Naco (633), Nogales (631), Nuevo Laredo (867), Ojinaga (626), Piedras Negras (878), Puerto Palomas (656), Reynosa (899), Rosarito (661), San Luis Río Colorado (653), Sonoita (651), Tecate (665), & Tijuana (664).

**Nextel Direct Connect®:** Customer must select rate plan or add-on with Nextel Direct Connect access in order to make or receive Direct Connect calls. Nextel and PowerSource devices operate on the Nextel National Network and Sprint devices operate within certain EVDO Rev A coverage areas on the Sprint 3G Network.

**Group Connect®:** Currently operates between parties on the same push-to-talk network platform.

**International Direct Connect™ Access:** Calls use Direct Connect minutes included in your plan. (20¢/min.) times # of participants. Pay-As-You-Go charge for services not included in your rate plan or option. Access available in and between the U.S. and Canada, Mexico, Brazil, Peru, Chile and Argentina.

**NextMail/NextMail Professional:** Recording outside the U.S. will incur International Direct Connect charges. Only available on select Nextel Direct Connect-capable phones. GPS service require GPS-capable phone. Environment may limit GPS location info. Standard messaging or data rates may apply for sending photos along with NextMail Locator messages.

**Sprint Buyback:** Limit 3. Devices will not be returned. To best protect your data, please delete all personal information from your phone. Credit amount depends upon valuation and may vary based on condition. Credit will be applied to in-store purchase or Sprint account within three invoices. For additional information, visit [sprint.com/buyback](http://sprint.com/buyback).

## General Terms and Conditions of Service

Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681 o visitar [www.sprint.com/espanol](http://www.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 or user with us; (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 or Nextel-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, 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 CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, 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 or transaction materials that you sign or 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 (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding the monthly charge and number of minutes included in your service plan); (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 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 other 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**

Many of the Services (for example, Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years ("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 may be prorated based on your remaining Term Commitment.** Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary based on the Services you select and 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 without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment.** 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. 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 affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not 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 & E-mail Address; Caller ID**

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, e-mail 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 has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit 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 our website. 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 guaranty 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.).

#### **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, ringers, 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 performances 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.

#### **Activation & Miscellaneous Charges**

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

**Regular Voice 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.

**Walkie-Talkie Charges:** Charges for walkie-talkie 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 walkie-talkie call and ends approximately 6 seconds after completion of a communication to which no participant responds. Subsequent walkie-talkie communications are considered new calls. Depending on your plan, nationwide, international, or group walkie-talkie calls may use the local walkie-talkie minutes in your plan and result in additional charges. Responses to call alert transmissions are treated as new walkie-talkie transmissions even when responding within 6 seconds of receiving the alert. Walkie-talkie billing

methods are subject to change as we introduce new walkie-talkie 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 kilobytes, 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 with itemized detail 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 surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; various regulatory charges; Sprint administrative charges; gross receipts charges and certain other taxes imposed upon Sprint; or charges for the costs that we incur and pass along to you. **Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to collect from you, are part of our rates, and are kept by us in whole or in part. 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 rate 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, since 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 Networks & 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 [www.sprint.com/legal/privacy.html](http://www.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 between us (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.

**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.

### **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. For additional information on location-enabled services, see our Privacy Policy at our website.

### **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 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). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

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

You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages 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 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**

#### **We Each Agree To First Contact Each Other With Any Disputes**

We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution. We agree to contact each other as described in the "Providing Notice to Each Other Under The Agreement" section.

#### **Instead Of Suing In Court, We Each Agree To Arbitrate Disputes**

We each agree to arbitrate all Disputes between us, on an individual basis, not on a class-wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there's no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction.

#### **We each also agree as follows:**

(1) "Disputes" are 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 it arises after Services have terminated. Disputes include claims that you bring against our employees, agents, affiliates, or other representatives or that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, all relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the "Providing Notice to Each Other Under The Agreement" section and notice to us will be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

(3) The 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.

(4) Unless we each 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.

(5) The arbitration will be governed and conducted by (a) a neutral third party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at [www.jamsadr.com](http://www.jamsadr.com). To the extent that this "Dispute Resolution" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class-wide or consolidated basis.

(6) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. We each agree that any arbitration will be solely between you and Sprint (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to arbitration. However, we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

#### **Exceptions To Our Agreement To Arbitrate Disputes**

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf.

#### **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN 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 LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

#### **No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

#### **Indemnification**

You agree to indemnify, defend, and hold Sprint and our subsidiaries, affiliates, parent companies 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 e-mail 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.

**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. 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.