

# **Important Information for the HTC One® A9**

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**htc** one® A9



# Important Safety Information

This booklet contains important operational and safety information that will help you safely use your phone. 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 phone properly and maintaining safe, satisfactory service.

- To maximize performance, do not touch the bottom portion of your phone where the internal antenna is located while using the phone.
- Speak directly into the mouthpiece.
- Avoid exposing your phone and accessories to rain or liquid spills. If your phone does get wet, immediately turn the power off.
- Do not expose your phone to direct sunlight for extended periods of time (such as on the dashboard of a car).
- Although your phone is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.
- Any changes or modifications to your phone not expressly approved in this document could void your warranty for this equipment and void your authority to operate this equipment.

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

# Maintaining Safe Use of and Access to Your Phone

## Do Not Rely on Your Phone for Emergency Calls

Mobile phones operate using radio signals, which cannot guarantee connection in all conditions. Therefore you should never rely solely upon any mobile phone for essential communication (e.g., medical emergencies). Emergency calls may not be possible on all cellular networks or when certain network services or mobile phone features are in use. Check with your local service provider for details.

## Road safety

When behind the wheel, driving safely should always be your first priority. According to the National Highway Traffic Safety Administration (NHTSA), scientific research indicates that using a wireless phone while driving degrades a driver's performance, whether used in a hands-free or hand-held mode. NHTSA advises that the "safest course of action is to refrain from using a cell phone while driving." NHTSA's policy on "Cell Phone Use While Driving," as well as Frequently Asked Questions on the subject, are available at [www.nhtsa.gov](http://www.nhtsa.gov). For your safety and the safety of those around you, please consider turning your phone off while you are driving.

If you choose to use your phone while driving, be aware that some state and local governments have adopted laws governing the use of wireless devices while driving. It is your responsibility to know and comply with the laws in your area.

**Tip:** Purchase an optional hands-free accessory at your local Sprint Store, or call Sprint at 1-866-866-7509.

## Following Safety Guidelines

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

## Using Your Phone Near Other Electronic Devices

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

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

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

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

## Using Your Phone While Flying

Use of cell phones may be restricted on aircraft. Please check with your airline to see what restrictions may apply. You may be required to turn off your phone at certain times. Use of your phone's cellular connection and use of your phone for voice communications may be prohibited by law or airline policy. For your safety and the safety of other passengers, always follow crew instructions regarding the use of your phone.

## Turning Off Your Phone in Dangerous Areas

To avoid interfering with blasting operations, turn your phone off when in a blasting area or in other areas with signs indicating two-way radios should be turned off. Construction crews often use remote-control RF devices to set off explosives.

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

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

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

## Restricting Children's Access to Your Phone

Your phone is not a toy. Do not allow children to play with it as they could hurt themselves and others, damage the phone or make calls that increase your Sprint invoice.

## Important Health Information and Safety Precautions

When using this product, the safety precautions below must be taken to avoid possible legal liabilities and damages.

Retain and follow all product safety and operating instructions. Observe all warnings in the operating instructions on the product.

To reduce the risk of bodily injury, electric shock, fire, and damage to the equipment, observe the following precautions.

## **Electrical Safety**

This product is intended for use when supplied with power from the designated battery or power supply unit. Other usage may be dangerous and will invalidate any approval given to this product.

## **Safety Precautions for Proper Grounding Installation**

**CAUTION:** Connecting to improperly grounded equipment can result in an electric shock to your device.

This product is equipped with a USB Cable for connecting with desktop or notebook computer. Be sure your computer is properly grounded (earthed) before connecting this product to the computer. The power supply cord of a desktop or notebook computer has an equipment-grounding conductor and a grounding plug. The plug must be plugged into an appropriate outlet which is properly installed and grounded in accordance with all local codes and ordinances.

## **Safety Precautions for Power Supply Unit**

- Use the correct external power source

A product should be operated only from the type of power source indicated on the electrical ratings label. If you are not sure of the type of power source required, consult your authorized service provider or local power company. For a product that operates from battery power or other sources, refer to the operating instructions that are included with the product.

This product should be operated only with the following designated power supply unit(s).

**AC Adapter: HTC, TC P900-US**

- Handle battery packs carefully

This product contains a Lithium-ion polymer or Lithium-ion battery. There is a risk of fire and burns if the battery pack is handled improperly. Do not attempt to open or service the battery pack. Do not disassemble, crush, puncture, short external contacts or circuits, dispose of in fire or water, or expose a battery pack to temperatures higher than 60°C (140°F).



**WARNING:** To reduce risk of fire or burns, do not disassemble, crush, puncture, short external contacts, expose to temperature above 60° C (140° F), or dispose of in fire or water. Recycle or dispose of used batteries according to the local regulations or reference guide supplied with your product.



### Take Extra Precautions

- Keep the device dry and away from water or any liquid as it may cause a short circuit.
- The phone should only be connected to products that bear the USB-IF logo or have completed the USB-IF compliance program.
- Only use the battery with a charging system that has been qualified with the system per this standard, IEEE-Std-1725. Use of an unqualified battery or charger may present a risk of fire, explosion, leakage or other hazard.
- Avoid dropping the phone. If the phone or battery is dropped, especially on a hard surface, and the user suspects damage, take it to a service centre for inspection.

- If the battery leaks:
  - Do not allow the leaking fluid to come in contact with skin or clothing. If already in contact, flush the affected area immediately with clean water and seek medical advice.
  - Do not allow the leaking fluid to come in contact with eyes. If already in contact, DO NOT rub; rinse with clean water immediately and seek medical advice.
  - Take extra precautions to keep a leaking battery away from fire as there is a danger of ignition or explosion.

## **Electrical Safety**

- Accessories
  - Use only approved accessories.
  - Do not connect with incompatible products or accessories.
- Connection to a car

Seek professional advice when connecting a phone interface to the vehicle electrical system.
- Faulty and damaged products
  - Do not attempt to disassemble the phone or its accessory.
  - Only qualified personnel must service or repair the phone or its accessory.

## **General Precautions**

You alone are responsible for how you use your phone and any consequences of its use. You must always switch off your phone wherever the use of a phone is prohibited. Use of your phone is subject to safety measures designed to protect users and their environment.

- Protect your phone
  - Do not use harsh chemicals, cleaning solvents, or aerosols to clean the device or its accessories.



- Do not attempt to disassemble your phone or its accessories, only authorised personnel must do so.
- Avoid hot areas  
The product should be placed away from heat sources such as radiators, heat registers, stoves, or other products (including amplifiers) that produce heat.

## **Avoid Using Your Device After a Dramatic Change in Temperature**

When you move your device between environments with very different temperature and/or humidity ranges, condensation may form on or within the device. To avoid damaging the device, allow sufficient time for the moisture to evaporate before using the device.

**NOTICE:** When taking the device from low-temperature conditions into a warmer environment or from high-temperature conditions into a cooler environment, allow the device to acclimate to room temperature before turning on power.

- Avoid pushing objects into product  
Never push objects of any kind into cabinet slots or other openings in the product. Slots and openings are provided for ventilation. These openings must not be blocked or covered.
- Adjust the volume  
Turn down the volume before using headphones or other audio devices.
- Cleaning  
Unplug the product from the wall outlet before cleaning. Do not use liquid cleaners or aerosol cleaners. Use a damp cloth for cleaning, but NEVER use water to clean the LCD screen.

## Regulatory Agency Identifications

For regulatory identification purposes, your product is assigned a model number of **2PQ9300**.

Your phone's FCC ID is **NM82PQ9300**. This FCC ID can be found printed on the back of your device.

To ensure continued reliable and safe operation of your device, use only the HTC qualified battery with your 2PQ9300. Battery Pack, model number **B2PQ9100**.

Operating temperature range: 32°F to 104°F (0°C to 40°C)

## FCC Hearing-Aid Compatibility (HAC) Regulations for Wireless Devices

The FCC has adopted rules to ensure reasonable access to telecommunications services for persons with hearing disabilities. As part of this effort, the industry uses a rating system for wireless phones to help hearing device users find phones that may be compatible with their hearing devices (hearing aids and cochlear implants). This hearing-aid compatibility (HAC) rating system is described in the American National Standards Institute (ANSI) C63.19 standard and includes the following ratings:

**M-Ratings:** For phones that use acoustic coupling with hearing devices that are not operating in telecoil mode. Phones rated M3 or M4 meet FCC HAC requirements and are likely to generate less radio frequency interference with hearing devices than phones with lower ratings. M4 is the better/higher of the two ratings. Your HTC One A9 is rated **M4**.

**T-Ratings:** For phones that use inductive coupling with hearing devices operating in telecoil mode. Phones rated T3 or T4 meet FCC HAC requirements and are likely to be more usable with a hearing aid's telecoil than phones that are not rated. T4 is the better/higher of the two ratings. Your HTC One A9 is rated **T3**.

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless

technologies used in this phone that have not been tested yet for use with hearing aids. It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility. If you have questions about return or exchange policies, consult your service provider or phone retailer.

The ratings are not guarantees. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs. Results will vary depending on a user's hearing device and hearing loss. For example, if some wireless phones are used near some hearing devices, users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated phone successfully.

Please power off the Bluetooth function while using hearing aid devices with your HTC One A9.

For information about hearing aids and digital wireless phones:

- FCC Hearing Aid Compatibility and Volume Control: <http://www.fcc.gov/cgb/dro/hearing.html>
- Hearing Aid Compatibility for Wireless Telephones: <http://www.fcc.gov/guides/hearing-aid-compatibility-wireless-telephones>

## **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 phone 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 phones resulting from the proper use of batteries and accessories approved by Sprint or the manufacturer of your phone. Use only Sprint-approved or manufacturer-approved batteries and accessories found at Sprint Stores or through your phone's manufacturer, or call 1-866-866-7509 to order. They're also available at [sprint.com/accessories](https://www.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 104° F (0° C to 40° 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:
  - -4° F to 104° F (-20° C to 40° 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.

## **Exposure to Radio Frequency Energy**

Your wireless device has an internal antenna that emits radio frequency (RF) energy. Human exposure to RF energy has been and continues to be the subject of scientific research. According to the U.S. Food and Drug Administration (FDA), “the weight of scientific evidence has not linked cell phones with any health problems.” You can access this FDA publication and other information on human exposure to RF energy at:

U.S. Food and Drug Administration:

<http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/ucm116282.htm>

Federal Communications Commission:

<http://www.fcc.gov/encyclopedia/radio-frequency-safety>

NIH National Institute of Environmental Health Sciences:

<http://www.niehs.nih.gov/health/topics/agents/cellphones/>

Health Canada:

<http://www.hc-sc.gc.ca/hl-vs/iyh-vsv/prod/cell-eng.php>

World Health Organization:

<http://www.who.int/mediacentre/factsheets/fs193/en/>

IEEE Committee on Man and Radiation:

<http://ewh.ieee.org/soc/embs/comar/>

International Commission on Non-Ionizing Radiation Protection:

<http://www.icnirp.de/>

## **Specific Absorption Rate (SAR) Testing**

Your device has been designed to comply with applicable limits for RF exposure. These limits use a unit of measurement called Specific Absorption Rate, or SAR, which refers to the rate at which the body absorbs RF energy. The Federal Communications Commission (FCC) has established a SAR limit for mobile phones of 1.6 W/kg, which applies in the United States and other countries that follow the FCC's SAR limit. This limit is based upon standards developed by expert non-government organizations, such as the Institute of Electrical and Electronics Engineers (IEEE) and the National Council on Radiation Protection and Measurements (NCRP), and input from other federal agencies such as the FDA and EPA. In countries that follow the Council of the European Union, the SAR limit is 2.0 W/kg.

SAR testing is conducted with the device placed in common operating positions (e.g., held against the head, worn on the body) and transmitting at its highest certified power level in each frequency band of operation. Because the device is transmitting at its highest certified power level, SAR tests capture a worst-case operating scenario and therefore often do not reflect the amount of RF exposure during normal, everyday use. More information on SAR testing is available on the FCC's website at <http://www.fcc.gov/guides/wireless-devices-and-health-concerns>.

HTC Corp. submitted SAR test results demonstrating compliance with the FCC's SAR limit for wireless devices as part of the FCC's equipment certification process for this device. These results can be accessed via the FCC's equipment authorization database (found at <http://transition.fcc.gov/oet/ea/fccid/>) by searching for the device's FCC ID: NM82PQ9300. This device's maximum SAR values as reported to the FCC are:

## **SAR Information**

Head: 1.01 W/kg@1g

Body: 0.79 W/kg@1g

This device was tested for typical body-worn operations. A minimum separation distance must be maintained between the user's body and the handset, including the antenna:

- 1 cm to comply with the RF exposure requirements in the U.S.
- 1.5 cm to comply with the RF exposure requirements in Europe.

Third-party belt-clips, holsters, and similar accessories used by this device should not contain any metallic components. Body-worn accessories that do not meet these requirements may not comply with RF exposure requirements and should be avoided.

## **Reducing RF Exposure**

Organizations such as the FCC have identified the following measures to reduce your exposure to RF energy:

- Use speaker mode or a hands-free accessory to minimize time spent with the wireless device held against your head;
- Increase the distance between the wireless device and your head and body; and
- Send texts instead of making or receiving voice calls.

For more information, see the FCC's web page on Wireless Devices and Health Concerns at <http://www.fcc.gov/guides/wireless-devices-and-health-concerns>.

## **FCC RF Radiation Exposure Statement**

This equipment has been tested and found to comply with co-location compliance requirements for built-in Bluetooth and WLAN. This equipment must not be co-located or operated in conjunction with any other antenna or transmitter.

## 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, regulatory number, and serial number are engraved on the bottom part of the back panel. Record the serial number in the space provided below. This will be helpful if you need to contact us about your phone in the future.

**Model:** 2PQ9300

**Serial No.:**

## Proprietary Notice

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## Disposing Notice

### Disposing of Your Phone

Like many electronic devices, your phone contains materials and substances that may be hazardous to the environment if not properly disposed of. Additionally, discarding a mobile phone in a landfill may be illegal in some jurisdictions. For information on how to safely dispose of your phone, please refer to Sprint's recycling information at [sprint.com/recycle](http://sprint.com/recycle). You may also safely dispose of this phone through HTC's free mail-back program at [freeurecycle.com](http://freeurecycle.com).

# 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**.

## HTC LIMITED WARRANTY

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION AGREEMENT.

BY USING YOUR HTC PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY AND ARBITRATION AGREEMENT BELOW. IF YOU DO NOT ACCEPT THIS LIMITED WARRANTY OR ARBITRATION AGREEMENT, DO NOT USE YOUR HTC PRODUCT. INSTEAD, PLEASE RETURN IT WITHIN FOURTEEN (14) DAYS OF PURCHASE TO THE PROVIDER OR RETAILER FROM WHOM YOU PURCHASED IT FOR A REFUND. SOME STATES, WIRELESS SERVICE PROVIDERS OR RETAILERS ALLOW A LONGER RETURN PERIOD, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## DEFINITIONS

The following definitions apply to this Limited Warranty:

1. "Product" means a new mobile device that can be identified by the "HTC" trademark, trade name, or logo affixed to the device as originally supplied, manufactured by or for HTC and purchased from an authorized retailer.

2. "Accessory" means a new headset, case, or other secondary component that is not affixed to the Product at the time of sale and included in the box; provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" trademark, trade name, or logo affixed to the component as originally supplied.
3. "Warranty Period," for a Product, means twelve (12) months from the date You purchased the Product from an authorized retailer; and for Accessories, including any media on which software is provided, CD-ROM, or memory card, means ninety (90) days from the date You purchased it from an authorized retailer; unless You and HTC agree in writing to a different duration.
4. "State" means a State, the District of Columbia, and any other United States territory or possession.
5. "You" or "Your" means the original retail purchaser and/or original end-user of the Product or Accessory.

## **WHAT IS COVERED BY THIS LIMITED WARRANTY?**

During the Warranty Period HTC warrants that the Product or Accessory will function properly if used under normal conditions in accordance with the user instruction materials packaged with the Product or Accessory or posted on-line ("Limited Warranty").

This Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Product or Accessory or any other person. This Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State.

## **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?**

This Limited Warranty does not apply other than to the Product or Accessory. It therefore does not apply to any non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if packaged with or installed on the Product or Accessory prior to purchase by You. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

**EVEN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:**

1. if the Product or Accessory serial number, the date code, the IMEI/MEID number, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as batteries or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;
4. to malfunctions caused by the battery, if improperly installed by You or another person, if the seals of the battery enclosure or the cells are broken or show evidence of tampering, or if used in equipment other than that for which it has been specified;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual; rough handling; exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;

7. to unauthorized modifications or connections, unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
8. to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;
9. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on any LCD screen or lens;
10. to any Bluetooth device, wireless connection or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free. HTC makes no warranty regarding the speed or quality of service provided by a wireless service provider;
11. where the software loaded on the Product, including but not limited to the operating system, needs to be upgraded due to changes in cellular network parameters or the availability of an updated operating system, if such updates can be loaded by You;
12. to any Product in which the bootloader has been unlocked, or in which the operating system has been altered, including any failed attempts to unlock the bootloader or alter the operating system, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC; or
13. to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC or used in any way other than its intended use and where such defect is not the fault of the Product itself. Many companies sell accessories such as internal or external batteries, rapid chargers, or signal boosters that may look like HTC Accessories and/or claim to

meet or exceed HTC specifications. Use of non-HTC accessories may void this Limited Warranty.

This Limited Warranty is valid and enforceable only in the country where the Product or Accessory is intended to be sold. Moreover, if the Product or Accessory is returned to be repaired under this Limited Warranty in a country other than where it was intended to be sold, HTC will attempt to repair the Product or Accessory but cannot guarantee the outcome or compatibility with wireless network(s) outside the intended destination country. Warranty service availability and response times may vary from country to country and may also be subject to a registration requirement in the country of purchase.

## HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in the Product or Accessory, You should take the following actions:

1. Refer to the user manual and/or resources available at [www.htc.com/support](http://www.htc.com/support) in order to identify and correct the problem. **Please note that opening of the Product or Accessory may cause damage that is not covered under the Limited Warranty.**
2. If the problem cannot be resolved by reference to the user manual and/or resources available at [www.htc.com/support](http://www.htc.com/support), You should contact the provider or retailer from which You purchased the Product or Accessory, contact an HTC service center, or visit [www.htc.com](http://www.htc.com) for further information. Only HTC or an HTC authorized service center should perform service on the Product or Accessory.
3. When You contact the provider, retailer, or HTC, please be sure to have the following information available:
  - (a) The model, serial number, and IMEI/ESN number of the Product or Accessory.
  - (b) Your full address and contact information.

(c) A copy of the original invoice, receipt or bill of sale for the purchase of the Product or Accessory. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty. If no valid proof of purchase is supplied and the Product or Accessory was manufactured more than fifteen (15) months prior to the date the claim is made, HTC has no obligation to provide support under the Limited Warranty.

Upon completion of these steps, the provider, retailer, or HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to the provider, retailer, or HTC.

If You return the Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product and/or parts. The provider, retailer, or HTC will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of the provider, retailer, or HTC.

Rather than ask You to return the Product or Accessory, HTC may instead elect to supply user-installable parts directly to You to fulfill its Limited Warranty obligations. You in turn agree to return the replaced parts if requested by HTC.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Product, such as micro SD cards. HTC is not responsible for damage to or loss of any programs, data, images, personal information, or removable storage

media. DURING THE NORMAL REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC's sole discretion, the Product or Accessory may be returned to You in either the original configuration or as updated to the newest available software.

HTC reserves the right to restrict warranty service to the country where the Product or Accessory was intended to be sold. HTC must be notified of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under the Limited Warranty. Do not ship Your Product or Accessory directly to HTC unless You are asked to do so when following the steps above. If You need to return the Product or Accessory for warranty service, the steps above must be followed.

## **DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS**

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. INSOFAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT HTC'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.



## **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, HTC AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

## **AGREEMENT TO ARBITRATE DISPUTES**

ALL DISPUTES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION, USE, OR PERFORMANCE OF THE PRODUCT AND/OR ACCESSORY SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

If You intend to seek arbitration under the preceding paragraph, You must first notify HTC of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to HTC should be sent to HTC Arbitration Program Administrator, 13920 SE Eastgate Way, Suite 200, Bellevue, WA 98005. Similarly, if HTC intends to seek arbitration under the preceding paragraph, HTC must first notify You of the dispute in writing at least 30 days in advance of initiating the arbitration. The notice must describe the nature of the claim and the relief being sought. If You and HTC are unable to resolve the dispute within 30 days, either You

or HTC may then file an arbitration claim. HTC will pay any filing fee charged to initiate the arbitration as well as any administrative and arbitrator fees charged later by the arbitral body, unless Your claim is found to be frivolous.

The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief that a United States District Court could order under the Limited Warranty. The arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the “AAA Rules”), except insofar as those rules would be inconsistent with any part of this Limited Warranty, including without limitation the agreement to arbitrate. The arbitration shall be held in the county in which You are billed for Your wireless service.

For any arbitration in which Your total monetary claims, exclusive of attorney’s fees and expert witness fees, are \$5,000 or less, the arbitrator may, if You prevail, award Your reasonable attorney’s fees and expert witness fees as part of any award, but may not grant HTC its attorney’s fees, expert witness fees, or costs unless the arbitrator finds that You brought the claim in bad faith or that Your claim is frivolous under applicable legal standards. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. In a case where Your total monetary claims, exclusive of attorney’s fees and expert witness fees, are greater than \$5,000, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney’s fees, expert witness fees, and costs, insofar as it is permitted by governing law.

This agreement to arbitrate is subject to the following additional conditions:

1. Decisions Concerning Arbitrability or Enforceability: Notwithstanding the AAA Rules, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class

arbitration is permitted by this Limited Warranty, shall be resolved by a proper court, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court, rather than an arbitrator.

2. Waiver of Class Arbitration: NO DISPUTE WITHIN THE SCOPE OF THE DISPUTE RESOLUTION CLAUSE MAY BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM. **NO CLASS OR COLLECTIVE ARBITRATION IS PERMITTED, EVEN IF THE AAA RULES OR OTHER RULES GOVERNING THE ARBITRATION WOULD OTHERWISE PERMIT IT.** THE ARBITRATOR IS AUTHORIZED TO AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT PERMITTED TO RESOLVE THAT INDIVIDUAL'S CLAIM, SUBJECT TO THE RESTRICTIONS IN THIS LIMITED WARRANTY.
3. Applicability of Agreement to Arbitrate: IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
4. RIGHT TO OPT OUT: **This agreement to arbitrate disputes will apply unless You notify HTC in writing no later than 30 calendar days of purchasing the Product or Accessory that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You purchased the Product or Accessory; (c) the Product model name; and (d) the IMEI or MEID or Serial Number of the Product or Accessory. These numbers can be found on the Product packaging and on the Product or Accessory. You must send Your written notice to HTC Arbitration Program Administrator, 13920 SE Eastgate Way, Suite 200, Bellevue, WA 98005. No other form of notice will be effective to opt out of**

**this agreement to arbitrate. If You opt out of the agreement to arbitrate, the Limited Warranty will still apply to You.**

## **GENERAL PROVISIONS**

1. Waiver of Jury Trial: IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.
2. Governing Law: The Federal Arbitration Act (the "FAA") applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Limited Warranty. Notwithstanding the foregoing, the laws of Your state of residence will apply to any tort claims and/or any claims under any consumer protection statutes.
3. Severability: Except as specifically provided above, if any provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

# HTC END USER LICENSE AGREEMENT

## IMPORTANT - READ CAREFULLY BEFORE USING THIS SOFTWARE:

This License Agreement (“License Agreement”) for a certain HTC product is a legal agreement between you (either an individual or an entity) and HTC Corporation and its third party suppliers and licensors (collectively “HTC”) for all the relevant software (which includes components provided by suppliers and licensors to HTC) bundled with the HTC product purchased by you (“Software”).

**Attention:** For the additional user restrictions regarding some of the software contained in the device you purchased, please access the information located at Settings\About\Legal information\HTC legal on the device for the relevant copyright, licensing and restriction terms; such restrictions are an integral part of this End User License Agreement that you must agree with in order to activating, using, downloading or installing the purchased device and all software contained therein.

YOUR ACCEPTANCE BY ACTIVATING, USING, DOWNLOADING OR INSTALLING THIS PHONE AND/OR THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

If, prior to indicating your acceptance by activating, using, downloading or installing this phone and/or the Software, you determine that you are unwilling to agree to the terms of this License Agreement, you have no right to use the Software and you should: (i) promptly return the Software to HTC or delete it; or (ii) if you have purchased the HTC Product on which the Software is pre-installed by or on behalf of HTC, promptly return the HTC Product and the accompanying Software and items (including documentation and packaging) to HTC or the

HTC authorized distributor from whom you purchased the HTC Product.

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For the open source file(s) contained herein, please access “Open source licenses” section located at **Settings\About\Legal information** on the device for the relevant copyright and licensing terms. You may obtain a copy of Apache License, Version 2.0 at <http://www.apache.org/licenses/LICENSE-2.0>. You may also obtain a copy of GNU General Public License, Version 2 at Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301, USA.

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1. GRANT OF LICENSE. HTC hereby grants to you a non-exclusive, non-transferable and restricted license to use the Software and any related documentation (“Documentation”) subject to the following terms:

You shall use the Software solely in conjunction with the handheld device in which the Software is originally embedded.

## 2. LICENSE RESTRICTIONS.

(a) Except to the extent otherwise expressly and unambiguously authorized by HTC or to the extent such restrictions are explicitly prohibited by applicable law, you shall **NOT**: (i) permit other individuals to use the Software; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for a back-up upon a repair/replacement, provided that such back-up is not installed or used on any computer, and shall be deleted/destroyed immediately after repair/ replacement. Any other copies You make of the Software are in violation of this Agreement); (iv) rent, lease, transfer, sublicense or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; or (vi) add, integrate or combine any other software with the Software. Any such forbidden use shall immediately terminate your license to the Software.

(b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concern relevant copyright and other intellectual property rights and/or the export controlling regulations.

(c) You shall only use the Software for your private, non-commercial use. You shall not use the Software in any way to provide, or as part of, any commercial service or application. You shall not use the Software in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access

to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

3. **TITLE.** Title, ownership, rights, and intellectual property rights in and to the Software and Documentation shall remain in HTC (including all its relevant suppliers/ licensors). The Software is protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Software including the content contained in the Software media demonstration files, shall be retained by the applicable Content owner and may be protected by applicable copyright or other law. This license gives you **NO** rights to such Content.
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AGREEMENT SHALL NEVER EXCEED THE PURCHASE PRICE YOU PAID FOR THE HTC PRODUCT YOU BOUGHT.

Any software is not fault tolerant whether provided by a third party or HTC. Where you/ the customer installed the software on the device, HTC is not responsible for how it operates on the device. The software was designed for systems that do not require fail-safe performance. You may not use the software in any device or system in which a malfunction of the software would result in foreseeable risk of loss, injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems, air traffic control or use in risky and dangerous situations or environments.

5. **INDEMNIFICATION.** You agree to hold harmless, indemnify and defend HTC, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have (i) viewed, downloaded, encoded, compressed, copied or transmitted any materials (other than materials provided by HTC) in connection with the Software in violation of another party's rights or in violation of any law, or (ii) violated any terms of this License Agreement. If you are importing the Software from the United States or European Union, you shall indemnify and hold HTC harmless from and against any import and export duties or other claims arising from such importation. You agree that the laws of the State of Washington, the United States (excluding its conflict of laws) shall govern any and all matters resulted from this Agreement.
6. **TERMINATION.** This License Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from HTC to effect such termination.

# 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](https://www.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**

**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. 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](https://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

**Important Information about this device's "open" architecture.** This device is an "open" device. What that means is that you are free to use it to access the Internet as you see fit. You may go to websites you like and you may download or use applications or software that you choose.

Please take care to visit only trusted websites and download applications only from trusted entities. Sprint has no control over websites you visit or applications and software you download, and Sprint's policies do not apply to those websites, applications or software. The websites you visit may place "cookies" or other files on your device when you visit them. Downloaded applications or software may access, use or share information on your device, like your contacts or your location.

Although Sprint is excited to allow our customers to make their own choices about the Internet sites you wish to visit or the applications or software you'd like to use, we do want to remind you that Sprint is not able to help you troubleshoot issues connected with your use of non-Sprint applications or software (such as the ones you may select and download to your device). Sprint also will not be able to provide you credits for applications or software that you download from sources other than Sprint. And, Sprint is not liable for the websites you visit or anything you download or cause to be downloaded to your device. Damage related to websites visited or downloads to your device may not be covered by Sprint's Service and Repair policy, or your device insurance policy. For more information about Sprint's policies, products or services, please visit us at **[sprint.com](http://sprint.com)**.

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