

Personal Information Management

Your Sprint PCS® Phone has been equipped with several personal information management features to help you manage your busy lifestyle. These features turn your phone into a time management planner that helps you keep up with your contacts, schedules and commitments. It takes productivity to a whole new level.

Scheduler

The Scheduler allows you to schedule events, such as meetings or appointments. You can then view these events, and use the alarm to alert you of upcoming events.

To add an event:

1. Select **Menu** → **Tools & Games** → **Scheduler**.
2. Select **Add Event** and press **OK**.
3. Enter a name for the event.
4. Press **OK** when you finish entering letters.
5. Select **Next** to set the time and date of the event.
 - ▶ Press **Up** or **Down** to select the hour and minutes for the appropriate setting.
 - ▶ Press **Left** or **Right** to switch between Start, Duration, and Alarm.
6. Press **OK** to select **Next**.
7. Add a note to the event, or press **OK** twice to finish.






To view, edit, or erase an event:

1. Select **Menu** → **Tools & Games** → **Scheduler**.
2. Select **View Day** or **View Month** to find the event you want to view, edit, or erase.

Alarm Clock

Use the Alarm Clock to set an alert for a specific time. The alert works only when the phone is on.

To set the Alarm Clock:

1. Select **Menu** → **Tools & Games** → **Alarm Clock**.
2. Press  right to highlight **Set** and press .
3. Choose one of the following methods to change the alarm time:
 - ▶ Press  left or right to switch between hours, minutes, and A.M/P.M.
 - ▶ Press  up or down to select hour or minutes.
 - ▶ Enter numbers using the keypad.
4. Press  to save.







Disabling the Alarm Clock

When the alarm rings:

- ▶ Select **Snooze** to silence the alarm for 10 minutes, or select **Off** to turn off the alarm.

Tip Calculator

The Tip Calculator helps you calculate how much tip to include on a bill.

1. Select **Menu** → **Tools & Games** → **Tip Calculator**.
2. Enter the amount of your bill and press .
3. Select the percentage you want to include as a tip (10%, 15%, 18%, 20%, Other) and press . Your total bill appears, including tip.
4. If you want to split the bill, press  right and press  to select **Split**.
5. Press  to clear the screen.
6. Enter the number of guests and press . The amount each guest is to pay appears.

Calculator

Use the calculator for basic mathematical equations.

1. Select **Menu** → **Tools & Games** → **Calculator**.

Use the keypad to enter numbers.

2. Press **OK** to select mathematical operations.

- ÷ Inserts the division character.
- Inserts the subtraction character.
- = Performs the “equals” function.
- + Inserts the addition character.
- * Inserts the multiplication character.
- . Inserts the decimal point.
- C Clears all numbers entered and displays a zero.
- MR Displays the value currently stored in memory.
- M+ Adds the displayed digit to the value stored in memory.
- MC Clears the value currently stored in memory.
- ± Changes the sign of the displayed number.
- CLR** Clears one function or one digit from the screen and returns the character to digit entry mode. Hold down to clear all of the digits and operations and display a zero.
- END** Exits the calculator and returns to Standby mode.

Countdown Timer

This timer counts down for a specified amount of time. It beeps, using the volume set for alerts, when the specified amount of time has elapsed.

1. Select **Menu** → **Tools & Games** → **Countdown**.
2. Press **OK** to **Set**.
3. Press **Up** or **Down** to set the hours, minutes and seconds. To move the cursor, press **Left** or **Right**.
4. Select **Start** to begin the countdown.
5. Select **Stop** to pause the countdown.
6. When the alarm rings, press **OK** to silence it.

Stopwatch

1. Select **Menu** → **Tools & Games** → **Stopwatch**.
2. Press **OK** to select **Start** and have the stopwatch begin counting.
3. Press **OK** to select **Stop** to stop counting.
4. Select **Reset** to set the counter back to zero and begin counting again.
5. Press **CLR** to return to Standby mode.

Note: The stopwatch keeps running until you select **Stop**. If you press **CLR** or **END** while it is counting, it will continue to count in the background.



Playing Games

For all games described in this section, when an incoming call alert is received, the game is paused and exited. You can return to play once the incoming call alert is ended. The game will not remain paused while the phone is off.

@ Cavern Crawl

This adventure game sends the player through a multi-layer maze inside a large cavern while fighting monsters, gathering gold, finding treasure. The goal of the game is for the player to amass as many points as possible before being killed.



To collect items or attack monsters, simply move over them. Monsters attack you by attempting to move over your spot.

1. Select **Menu** → **Tools & Games** → **Cavern Crawl**.
2. Highlight an option, and press **OK** to select it.
 - ▶ **New Game**
 - ▶ **Resume Saved**
 - ▶ **Instructions**
 - ▶ **Settings**—Select an option and press **OK**.
 - ▶ **Sounds** allows you to determine when you hear music with this game.
Choose **Sound Always, During Title, No Sound**. Press **OK** to save your setting.
 - ▶ **Messages** allows you to set how you view game status, as **One Line** or **Full Screen**. Press **OK** to save your setting.
3. Press **OK** to start the game.
 - ▶ Press  to move up and down.
 - ▶ Press  to move left or right.
4. Click **OK** each time you receive a prompt announcing that you have collected an item or killed a monster.

Note: If an incoming call alert is received, the game is paused and exited. You can return to play once the incoming call alert has ended. The game cannot be paused while the phone is off.

Brick Attack

The goal of this game is to eliminate bricks arranged in levels. To do this, you send a moving ball upward using a paddle at the bottom of the screen.

1. Select **Menu** → **Tools & Games** → **Brick Attack**.
2. Press **OK** to select **New**.
3. To move the paddle, press  left or right
4. To pause the game, press **CLR**, then press **OK** to **Resume**.
5. To exit the game, press  right to highlight **Exit** and press **OK**.

Note: The game cannot remain paused while the phone is off.

[icon] Tetris® (TBD)

The goal of this game is to guide the falling blocks down the screen to create a solid horizontal row at the bottom. Each time a row is completed, it disappears and the remaining blocks move down one row. The game ends when a falling block is forced to land on the top line.













1. Select **Menu** → **Tools & Games** → **Tetris**.
2. Select an option by highlighting it and pressing **OK** to select it.
 - ▶ **New Game**—Initiates game play. To pause the game, press **OK**. Select **Continue Game** to resume or choose from the other available options.
 - ▶ **Resume Game**—Continues a game you have already started and paused.
 - ▶ **Scoreboards**—Allows you to set a time limit for games. Choose **No Time Limit** (default), **2 min**, **3 min**, or **5 min**.
 - ▶ **Settings**—Choose a level of play, sounds, and game type:
 - ▶ **Starting level**—Choose a level of play. There are nine levels of play, with each level increasing in speed. The level automatically increases after 10 lines are cleared.
 - ▶ **Game Type**—Same as scoreboards. Set a time limit for game play.
 - ▶ **Sound**—Choose when you hear music with this game. Select from **Sound Always**, **During Title**, or **No Sound**.
 - ▶ **Instructions**—How to play the game.

Understanding how the points are assigned

Single = 10, Double = 25, Triple = 75, Tetris = 300. Points for clearing lines and scrolling are multiplied by current level.

Navigating through the game

Press the following keys to guide the blocks down the screen:

Move Left	 or  left
Move Right	 or  right
Rotate Counterclockwise	
Rotate Clockwise	 or  up
Hard drop the tile	 down
Soft drop the tile	 or 
Return to Tetris menu	
Pause/End	






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Using the Voice Services of Your Sprint PCS Phone




The voice features of your Sprint PCS Phone allow you to originate calls, answer calls, use voice shortcuts, and record voice memos.

Voice Memos

The Voice Memo tool allows you to record and name multiple memos. The following options are available to create and edit your memos:



-  **Play** a recorded memo.
-  **Pause** a memo.
-  **Stop** recording and return to the beginning of the memo.
-  **Rewind** the memo.
-  **Fast forward** the memo.
- NAME** **Name** a memo.
- ERASE** **Erase** a memo.

Recording a Memo

1. Select **Menu** → **Settings** → **Voice Services** → **Voice Memo**.
2. Press  to select **Record New**.
3. The phone says "Please record at the tone." Following the tone, record your memo. The screen will show the duration of the current memo.
4. When you finish recording your memo, select  and press  to stop.

Naming a Memo

Once you finish recording a memo, you can give your memo a name.


1. Select the memo you want to name.
2. Press  right to highlight **Name**, and press .
3. You may enter up to 12 characters for your memo. See "Entering Characters Using the Keypad" on page 28.

4. Press **OK** to select **Save**.

Note: You do not need to enter a name for your memos. “Memo 1”, “Memo 2”, etc. are the default titles.

Editing or Erasing a Memo

Once you have created memos, you can edit or erase them as desired.

1. Select **Menu** → **Settings** → **Voice Services** → **Voice Memo**.
2. Highlight the memo you want to edit or erase, then press **OK** to select it.
3. Press  right to select **Name** to edit the memo, or **Erase** to delete the memo. Press **OK** to select either option.

Listening to a memo

1. Select **Menu** → **Settings** → **Voice Services** → **Voice Memo**.
2. Highlight the appropriate message, and press **OK** to select it.
3. Select  and press **OK** to play the memo.

Voice Shortcuts

This feature allows you to activate a phone feature by speaking a recorded command word.

Recording Voice Shortcuts

You must train the voice shortcut command before using this feature.

1. Select **Menu** → **Settings** → **Voice Services** → **Voice Shortcuts**.
2. Highlight the feature and press **OK** to select an item to train:
 - ▶ **Downloads** activates the downloads menu.
 - ▶ **Vibrate on/off** launches the “Send to” field within the MO-SMS feature.
 - ▶ **Ringer Volume displays** the ringer volume menu.
 - ▶ **Calculator** displays the calculator feature.
 - ▶ **Recent Calls** displays the recent calls list.
 - ▶ **Start Browser** launches the phone’s web browser.
 - ▶ **Bookmarks** launches the phone’s web browser and displays the bookmarks listing.
3. Say the name of the command at the prompts. When the shortcut has been successfully trained, you will hear, “Shortcut Saved.”

- ▶ If you have already trained a shortcut, when selecting it from the Voice Shortcuts menu, you will receive the prompt, “Shortcut already recorded. Record again?”

4. Repeat for each option you want to train.

Setting up Voice Shortcuts

Use the shortcut key to customize quick access to a single feature.

1. Select **Menu** → **Settings** → **Display** → **Shortcut Key**.
2. Highlight the feature you want set as a shortcut, and press **OK** to select it.
 - ▶ **None** disables the shortcut.
 - ▶ **Downloads, Web Browser, Inbox, Ringer Volume, Recent Calls, Business List, and Personal List** display their respective menus.
 - ▶ **Voice Shortcuts** enables all features listed above as shortcuts.
3. Access the new shortcut from the home screen by pressing **Up**, and following the prompts.
 - ▶ To change a shortcut, press **Up** and select **Setup**, or repeat Steps 1 and 2. Choose another shortcut from the list of options.

Using Voice Shortcuts

1. Press and hold **Up**. The screen will show “Say a shortcut” and a voice prompt will ask you to “Say the shortcut.”
2. Say the pre-recorded shortcut name into the microphone. When successful, the menu of the shortcut you requested appears on the screen.
3. See “Setting up Voice Shortcuts” on page 75 to define the shortcut you want available.


Adding a Voice Tag to an Existing Contact

Voice Recognition allows you to initiate a call to one of your entries in the **Contacts** directory by using voice tags.

1. From the home screen, select **Menu** → **Contacts**.
2. Select **View All** or **Find Name** to locate the contact you want to add a voice tag to.
3. Press **OK** to select the contact card you want to edit.
4. Select the number you want to add a voice tag to.

5. Select **Add Voice Dial**.
 6. The Voice Recognition says “Say a name.” Say the name, then repeat as instructed. The Voice Recognition will continue to prompt you with “Again” until a match is made. When a word match is completed, you will hear “[Name] added” and the screen shows “Voice dialing is now available for this number.”
- or-
1. Select **Menu** → **Settings** → **Voice Services** → **Add Voice Dial**.
 2. Say the name of the contact into the speaker at the prompt. Repeat until you hear “[Name] added.”

Saving a Voice Tag with a New Contact

1. From the home screen, enter the phone number you want to save.
 2. Press **OK** to **Save New**.
 3. Enter a name for the contact. (If you need to know how to use the keypad to enter letters, see page 28).
 4. Press  right to select **Options**. Press **OK**.
 5. Select **Add Voice Dial**. Press **OK**.
 6. The Voice Recognition says “Say a name.” Say the name, then repeat as instructed. The Voice Recognition will continue to prompt you with “again” until a match is made. When a word match is completed, you will hear [Name] added” and the screen shows “Voice dialing is now available for this number.”
- ▶ When complete, you are returned to the **Options** menu, where you can continue to add options to the new contact or **Save** the contact.

Viewing Entries with Voice Tags

- ▶ Select **Menu** → **Contacts** → **Voice Dial List**.
A list of all contacts with assigned voice tags appears.

Editing a Voice Tag

You can edit or erase a voice tag.

1. From the home screen, select **Menu** → **Contacts** → **Voice Dial List**.
2. Highlight the contact you want to edit, and press **OK** to select it.
3. Select the phone number and press **OK**.

4. Press **⬆** up or down to select **Add Voice Dial**, **Edit Voice Dial**, or **Erase Voice Dial**, and follow the prompts.

Voice Training

During Voice Training, you speak a series of commands and the Voice Recognition feature “learns” your voice. Perform Voice Training in a quiet environment, and speak naturally into the microphone.

If the voice commands you repeat during training do not match, Voice Recognition will ask you to repeat the command. Do not speak a command until the prompt is complete. If you speak too soon, you will hear three tones.

1. Select **Menu** → **Settings** → **Voice Services** → **Voice Training**.
2. Select the training option you wish to use:
 - ▶ **Train All**—Commands Yes, No, and Wake-up are trained.
 - ▶ **Train “Wake-Up”**—Only the Wake-up command is trained. The “Wake Up” command feature can only be used with an accessory, such as a headset, hands-free car kit, or portable hands-free car kit.
 - ▶ **Train “yes/no”**—Yes and No commands are trained. Voice Recognition recognizes the “Yes” and “No” commands without training. However, performance is improved when you train these commands. If you do not train the Voice Recognition feature, the “Yes” and “No” commands can be activated by anyone.
 - ▶ **Untrain All**—Erases all training.
3. Press **OK** to select it.
4. The Voice Recognition asks you to say the command.
5. Speak the command clearly into the microphone and listen for “Again.” Say the command again until you hear “Training completed.”
6. Press **CLR** when finished to return to Voice Services, or press **END** to return to Standby mode.

Note: To end Voice Training at any time, press **CLR** or **END**.

Activating Voice Recognition

Once Voice Recognition training is complete, you can activate the system in one of two ways:

1. From Standby mode, press **TALK**, and follow the prompts.
2. If you are using your phone with a hands-free car kit, portable hands-free car kit, or car power adapter, say “Wake Up” and listen for a tone. Say “Wake Up” again until you hear two tones.

Making a Call with Voice Recognition

1. From Standby mode, press **TALK**.
2. The Voice Recognition responds “Say a name.”
3. Say the name of the person you wish to call.
4. The Voice Recognition responds “Calling [Name].” Remain silent to make the call, or say “No” to cancel the call.

If there are multiple matches to the name that you requested, the Voice Recognition will ask you to verify which name you want to call. Reply “Yes” or “No” until you hear the desired name.

To end a call with Voice Recognition

To end a call, press **END**. You cannot use voice recognition to end a call.

Voice Wake-Up

- Select **Menu** → **Settings** → **Voice Services** → **Voice Wake-Up** → **With ext. pwr.**

You may train the “Wake Up” command, but this feature may only be used with an accessory, such as a headset, hands-free car kit, or portable hands-free car kit. See Voice Training on page 77.

Note: Voice Wake-up does not work with Keyguard active.

Voice Answer

You may use Voice Recognition to answer incoming calls. However, this feature may only be used with an accessory, such as a headset, hands-free car kit, or portable hands-free car kit. Voice answer must be enabled for this feature to work, and the ringer must be turned on.

1. Select **Menu** → **Settings** → **Voice Services** → **Voice Answer**.

2. Select **Enabled**, press **OK** .
3. Select **Menu** → **Settings** → **Sounds** → **Call Ring/Vibe**.
4. Highlight **Ring only**, then press **OK** .

Once this feature is activated, the Voice Recognition alerts you in one of two ways:

- ▶ “Incoming call, answer?”
- or-
- ▶ “Incoming roam call, answer?”

Answering a Call

The Voice Recognition system alerts you to an incoming call by saying either:

- ▶ “Incoming call, answer?”
- or-
- ▶ “Incoming roam call, answer?”

Now you can:

- ▶ Say “Yes”
- or-
- ▶ Press any key except **END** .

Ignoring a Call

You may ignore an incoming call in several ways:

- ▶ Say “No” or press **END** . The voice alert is silenced.
- or-
- ▶ Remain silent. The voice alert repeats twice and the phone rings once, then returns to the home screen.

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Experiencing Sprint PCS Wireless Web

You can use your phone to browse the Internet if you have phone Internet services and if over-the-air Internet access is available in your area. The Browser connects to the Internet by placing a call. Service charges vary depending on your service option.

The Sprint PCS Wireless Web

With the Sprint PCS Wireless Web and your wireless Internet-ready phone, you have access to many features via the wireless Internet:


- ▶ **The Sprint PCS Wireless Web Browser** allows you to view specially-designed versions of popular web sites.
- ▶ **Sprint PCS Wireless Web Mail** lets you send and receive e-mail quickly and easily.
- ▶ **The AOL Instant Messenger Service** lets you keep in touch with family and friends via two-way instant messaging.
- ▶ With **Sprint PCS Wireless Web Short Mail** you can use a person's Sprint PCS Phone Number to send instant text messages to their Internet-ready Sprint PCS Phone, and they can send messages to you.
- ▶ **Sprint PCS Wireless Web Updates** let you receive daily information updates, including weather, stock quotes and sports scores.
- ▶ **The Sprint PCS Wireless Web Connection** lets you connect to the Internet or your company's network with a laptop PC or hand-held computing device and a Sprint PCS Wireless Web™ Connection Kit.

Note: Sprint PCS Wireless Web service will not work when roaming off the Sprint PCS Nationwide Network and may not be available in select affiliate areas.

The Sprint PCS Wireless Web Browser

Your phone comes equipped with a Browser, which allows you to access up-to-the-minute information through the Sprint PCS Wireless Web.

You can view specially-designed versions of popular Internet sites, including Yahoo!®, Amazon.com®, The Weather Channel® and more. Browsing the Sprint PCS Wireless Web using your phone is different than using a home computer because sites display specialized text and reduce their graphics.

The Browser connects to the Internet by placing a call. Note that  appears on the display whenever a call is in progress, just as with a regular voice call. Service charges vary depending on your service option.

Launching the Sprint PCS Wireless Web Browser

To launch the Wireless Web:

- ▶ Select **Menu** → **Wireless Web** → **Web Browser**. You'll see a few introductory messages as the browser launches.
- ▶ The first time you use the Browser, you'll be prompted to enable the security feature. This automatic process takes 3–6 minutes to complete and occurs just once. When the process is complete, you're ready to start using the Sprint PCS Wireless Web.

After setup, the Sprint PCS Wireless Web Home Page appears. This page gives you access to all sites in the Sprint PCS Wireless Web. Each time you use the Browser, you may not see the home page because the Browser displays the page you were viewing when you last exited.

Launching a specific URL

When using the Get New... for downloading, the browser is launched with a specific URL. Before using this option you must first enter the URL into the Downloads URL menu. To enter this URL:

1. Select **Menu** → **Wireless Web** → **My Downloads** → **Downloads URL**.
2. Enter your 4-digit lock code (typically 0000 or the last 4 digits of your phone number). Refer to [“Accessing the Security Menu” on page 55 of your user's guide](#) for more information.

3. Press **OK** to select **Continue** at the notice “Warning: be sure the URL supports downloads.”
4. Enter the following URL: **device:home/download** (http:// is not required). Refer to pages 26 and 27 of your user’s guide for details on entering text and symbols.
5. Press **OK** to save.

Downloading New Ringers & Screen Savers

To download new ringers or screen savers:

1. Ensure that the URL is entered in the **Downloads URL** menu. See “Entering the Downloads URL.”
2. Select **Menu** → **Wireless Web** → **My Downloads** → **Get New...**
3. Press **OK** at the notice “Airtime fees apply for browser use.”
4. Scroll to **Ringers & More** (a ► to the left of the item identifies your selection).
5. Press **OK** to launch the browser with the Download URL.
Your options are:
 - ▶ **My Ringers & More** stores your selections.
 - ▶ **Hot Ringers & More** offers the latest and most popular ringers and screen savers.
 - ▶ **Ringers** provides you with categorized ringers.
 - ▶ **Images** provides you with categorized screen savers.
 - ▶ **My Account** tracks the number of downloads you’ve performed and the number remaining.
 - ▶ **Terms & Conditions** sends the legal agreement you must accept before downloading.
6. Scroll through the options and categories until you locate the item you want to download.
7. Press **OK** to select **GETIT** to begin downloading.
8. Select **OK** at the prompt “Are you sure you want to download [name] to your phone?” The message “Preparing for download” appears, followed by “Downloading Object” while the item is downloading. “Download completed” appears when finished.

Note: Downloaded items are automatically placed in the appropriate menu (i.e., ringers are placed at the end of the ringers list in the Ringer Type menu, and screen savers are placed at the end of the screen savers list in the Screen Saver menu).

9. Select **Shop** to continue downloading items, or **Home** to return to **My Downloads**.

Assigning New Ringers and Screen Savers

1. Select **Menu** → **Wireless Web** → **My Downloads** → **My Ringers** -or- **My Scrn Savers**. Your downloaded titles are listed in alphabetical order.
2. Highlight **Assign** and press **OK**.
3. Scroll through the Screen Savers menu list to the title you want to assign.
4. Highlight the title and press **OK** to select it.
5. Press **clr** to return to **My Downloads**, or **end** to return to Standby mode.

Using My Ringers

1. Select **Menu** → **Wireless Web** → **My Downloads** → **My Ringers**.

Note: The first time you access My Ringers from the My Downloads menu you will be asked if you want to download a ringer. Select Yes and follow the prompts. After initial setup, each time you access My Ringers an alphabetical list of your downloaded ringers appears. An asterisk indicates a ringer that has not been played.

2. Highlight an option, then press **OK** to select it. The options are:
 - ▶ **Play** sounds the highlighted ringer.
 - ▶ **Assign** sets the phone to use the ringer you choose. To select a new ringer, choose **Assign**, scroll through the menu list, select the ringer you want, and press **OK** to set it.
 - ▶ **Get New** launches the web browser allowing you to select **Ringers & More** for downloading.

- ▶ **Erase** allows you to erase existing ringers. Erasing a ringer deletes it from the downloaded Ringer list and the Ringer Type list.
- ▶ **Details** provides the Title, Composer, and length of the ringer sound.
- ▶ **Info** provides instructions on how to assign a ringer.

Using My Screen Savers

1. Select **Menu** → **Wireless Web** → **My Downloads** → **My Scrn Savers**.

Note: The first time you access My Scrn Savers from the My Downloads menu you will be asked if you want to download a screen saver. Select Yes and follow the prompts. After initial setup, each time you access My Scrn Savers an alphabetical list of your downloaded screen savers appears. An asterisk indicates a screen saver that has not been viewed.

2. Highlight an option, then press **OK** to select it. The options are:
 - ▶ **View** displays the image of the screen saver selected.
 - ▶ **Assign** sets the screen saver. To use, choose **Assign**, scroll through the menu list, highlight the screen saver you want, and press **OK** to set it.
 - ▶ **Get New** launches the web browser allowing you to access **Ringers & More** to download additional screen savers.
 - ▶ **Erase** allows you to erase existing screen savers. Erasing a screen saver deletes it from the downloaded Screen Saver list and the Screen Saver menu list.
 - ▶ **Info** provides instructions on how to assign a screen saver.

Web Guard

Web Guard allows you to set alerts that announce the start or end of a browser session.

1. Select **Menu** → **Wireless Web** → **Web Guard**.
2. Highlight, then press **OK** to select from the following options:
 - ▶ **At Start** alerts you at the start of a browser session.
 - ▶ **At End** alerts you at the end of a browser session. When exiting the browser, you will be prompted to respond to “Exit Wireless Web?”

- **Both** prompts you at both the start and end of a browser session.

My Sprint PCS Wireless Web

My Sprint PCS Wireless Web lets you manage your Wireless Web bookmarks and create a personalized menu of wireless Internet sites to give you control over your Internet experience. Log on to www.sprintpcs.com from your PC, click on the **Manage** section and locate your account profile. From there, you can build and modify your menu by selecting and arranging your favorite web sites into as many as 27 customized folders. When you launch the Sprint PCS Wireless Web on your Sprint PCS Phone, you will instantly see your personalized menu.

To customize and access My Sprint PCS Wireless Web:

1. From your personal computer, log on to www.sprintpcs.com.
2. Enter the **Manage** section and enter your Sprint PCS Phone Number and password.
3. Click on **My Wireless Web** and select the web sites and folders you would like to include in your personalized Wireless Web.
4. From your Sprint PCS Phone, **Menu → Wireless Web → Web Browser**.
5. Select **My Wireless Web** from the Sprint PCS Wireless Web Home Pages, and press **OK** . Your personal menu of folders and bookmarks appears.

Using Sprint PCS Wireless Web Mail

With Sprint PCS Wireless Web Mail, you can set up a Sprint PCS e-mail account at no additional charge and perform many of the typical e-mail functions from your Sprint PCS Phone that you can from your personal computer.

You can manage your Sprint PCS Wireless Web Mail account from your Sprint PCS Phone or personal computer at www.sprintpcs.com. You can also access other e-mail providers such as AOL, Yahoo!, MSN/Hotmail and more.

To access Sprint PCS Wireless Web Mail:

1. Select **Menu → Wireless Web → Web Browser**.
2. From the Sprint PCS Wireless Web Home Page, select the **Messaging** folder and press **OK** .

1. From the **Messaging** folder, select **Sprint PCS Mail**. If you're a first-time user, prompts will help you set up your Sprint PCS Wireless Web Mail account by establishing a user name and password.
2. To view your messages, select **Inbox**.
3. Scroll to select the message you wish to read and press **OK**.
4. Once you've read a message, you can opt to **Erase**, **Reply**, **Reply All** or **Next Message**, or select **Menu** for a full list of options.

Using AOL Instant Messenger Service

AOL Instant Messenger Service lets you keep in touch with family and friends via two-way instant messaging. Simply type a message using your Sprint PCS Phone or personal computer, send it off to friends and family on your Buddy List group, and they'll receive your message in an instant. Messages can be sent from Sprint PCS Phone to Sprint PCS Phone, personal computer to Sprint PCS Phone and Sprint PCS Phone to personal computer. When you receive a new message, you will be informed by a Sprint PCS Wireless Web Alert.

To sign up for this service, visit the AOL Instant Messenger page from your personal computer at www.sprintpcs.com. Or visit www.aol.com and register for an AOL Instant Messenger screen name and password by downloading the software. You do not have to be an AOL member to use this service.

To access AOL Instant Messenger from your Sprint PCS Phone:

1. From Standby mode, select **Menu** → **Wireless Web** → **Web Browser**.
2. From the Sprint PCS Wireless Web Home Page, select the **Messaging** folder and press **OK**.
3. From the **Messaging** folder select **AOL IM** and press **OK**.
4. When the AOL Instant Messenger screen appears, select **OK**.
5. Enter your AOL Instant Messenger screen name and press **OK**.
6. Enter your password. Press **OK**. The AOL Instant Messenger menu appears.

To send AOL Instant Messages:

1. Access the AOL Instant Messenger screen as outlined above and enter your screen name and password.

2. Select **Conversations**, **Online Buddies** or **Offline Buddies**. Press **OK**.
3. Select the screen name of the person to whom you wish to send a message.
4. Enter your text message and press **OK**.

To read AOL Instant Messages:

1. When you receive an AOL Instant Message, you will see “Message from AIM” on your display screen.
2. Press **OK** to go to the message location.
3. In the **Conversations** area, the screen name of the Buddy List member who sent you the instant message is marked with an asterisk (*).
4. Select that screen name and press **OK** to display your message.

Using Sprint PCS Wireless Web Short Mail

With Sprint PCS Wireless Web Short Mail, you can use a person’s Sprint PCS Phone Number to send instant text messages from your Internet-ready Sprint PCS Phone to their Internet-ready Sprint PCS Phone, and they can send messages to you. When you receive a new message, a Sprint PCS Web Alert notifies you.

In addition, Sprint PCS Wireless Web Short Mail includes a variety of pre-typed messages, such as “I’m running late, I’m on my way,” that make composing messages fast and easy. You can also customize your own pre-typed messages, up to 10 characters, from your Sprint PCS Phone or at www.sprintpcs.com.

To send a Short Mail message:

1. Select **Menu** → **Wireless Web** → **Web Browser**.
2. Select **Messaging** → **Short Mail**.
3. Select **Compose** and enter the Sprint PCS Phone Number of the person to whom you wish to send a message.
4. Select **Type Msg** (to enter a message up to 1000 characters), **Pre-Set Msgs** (to select a preset message) or **Icons**.
5. Enter your text or select a preset message or icon and press **OK**.
6. Highlight **SEND** and press **OK**.

To read a Short Mail message:

1. At the prompt, “1 New Short Mail Message” press **OK** to go to the message location.
2. Scroll to **Browser Messages**, highlight the one you want to read, and press **OK**.

Note: If your phone does not receive Web Alerts, you cannot receive Short Mail Messages.

To reply to a Short Mail message:

1. While the message is open, select **Reply**.
2. Select **Type Msg**, **Pre-Set Msgs**, or **Icons**.
3. Enter your text or select a preset message or icon and press **OK**.
4. Highlight **SEND** and press **OK**.

Signing Up for Sprint PCS Wireless Web Updates

With Sprint PCS Wireless Web Updates, you can have the Internet-based information sent directly to your Sprint PCS Phone at the times you choose. When you select the Sprint PCS Wireless Web option, up to 50 updates can be sent to your phone each month at no additional charge.

To select the Internet-based information you want sent to your Sprint PCS Phone:

1. From your computer, log on to the Internet.
 2. Go to the site from which you want to receive information. A few of the sites you can visit are amazon.com, ebay, FoxSports.com and FTD.com.
 3. Where indicated on the site, input your Sprint PCS 10-digit phone number followed by “@messaging.sprintpcs.com.” For example: 5551234567@messaging.sprintpcs.com.
- Upon completing the registration process, you should begin receiving your updates on your Sprint PCS Phone.

Web Alerts

If your service provider activated Internet services on your phone and you are in an area that provides over-the-air Internet access, you may receive Web Alerts. These short messages allow you to quickly access information on the Internet.

1. Select **Menu** → **Messages** → **Msg Settings** → **Web Alert**.
2. Highlight the alert you want and press **OK** to select it.
 - ▶ **Disabled, Vibrate once, Vibrate & remind, Low beep once, Low beeps, Loud beeps once, or Loud beeps.**

Setting Up a Sprint Wireless Web Connection

Your wireless Internet-ready Sprint PCS Phone allows you to connect to a laptop PC, hand-held or palm-sized computing device to send and receive e-mail, access the Internet or your company's network and more, without searching for a wall-mounted telephone jack. It's just three easy steps:

1. Obtain a Sprint PCS Wireless Web Connection Kit (sold separately).
2. Connect your laptop PC to your Sprint PCS Phone using the serial data cable. The cable adapter connects to a handheld or palm-size computing device.
3. Install the Sprint PCS DialerSM software onto your computer using the CD.

For complete details on how to install and use the software, refer to the user guide in the Sprint PCS Wireless Web Connection Kit you purchased.

Note: You will not need to install the Sprint PCS Dialer for Palm or HPC/Windows CE.

Placing a Data Call

To place a data call when you're connected to the Sprint PCS Wireless Web:

1. Ensure the cable is connected properly.
2. Open the Sprint PCS Dialer application on your computer and place the call.
 - ▶ The phone displays the number your computer is calling and a "connecting" message is displayed.
 - ▶ Once the call successfully connects, your phone's display shows you information on the status of the data call.

Receiving Sprint PCS Wireless Web Calls

Most users use the Sprint PCS Wireless Web Connection to place outgoing data/fax calls. But you can also set up your Sprint PCS Phone to receive (host) data and fax calls. Because each phone model is different, the Sprint PCS Wireless Web Connection Kit doesn't include instructions for how to set up your phone to receive data and fax calls. Here's the procedure to set up your Sprint PCS Phone to receive a (mobile-terminated) data or fax call:

1. Select the menu option to enable incoming data/fax calls. Note that incoming voice calls are not possible when your Sprint PCS Phone is set to receive data/fax calls.
2. Once you've received the incoming data/fax call, you may want to return the phone to its normal state by disabling incoming data/fax calls.

Using Special Features During a Sprint PCS Wireless Web Call

Your phone gives you the ability to use special features while you're on a Sprint PCS Wireless Web call. They are outlined below:

- ▶ **Caller ID:** Just like your phone stores regular Caller ID numbers, it also stores the numbers of incoming Sprint PCS Wireless Web Connection calls. To distinguish between the two types of calls, "Data" or "Fax" displays along with the number of the caller when you view your Caller ID records.

Note: Caller ID is not available on Sprint PCS Wireless Web Browser calls.

- ▶ **Call Waiting:** If someone tries to reach you while you're connected to the Sprint PCS Wireless Web, your phone behaves like it is turned OFF. Depending on your service, callers may get your voicemail. Call Waiting is automatically deactivated whenever you place or receive a Sprint PCS Wireless Web Connection call.
- ▶ **Accessing features:** You can still access most of your phone's features while you're connected on a Sprint PCS Wireless Web Connection Call. You can navigate the phone's menu system to change or view your phone's features or phone book entries. You can

also read messages or view the Caller ID records that you received before placing the call.

Ending a Sprint PCS Wireless Web Call

It's important to note that some of the normal ways to end a call won't work with the Sprint PCS Wireless Web Connection calls. You should always close the connection through the application on your computer. Your phone will then return to Standby mode.

DRAFT

Position Location

With your new Sprint PCS Phone's Position Location feature, you are equipped with leading-edge technology to pinpoint your location on the Sprint PCS Nationwide Network where Automatic Location Identification service is available.

From enhanced emergency services assistance to optional future location-based services, such as driving directions and local traffic and entertainment information, your Sprint PCS Phone provides you with what you need when you need it.

Services

Your Sprint PCS Phone is enabled with assisted Global Positioning System (GPS) satellite technology, allowing your Sprint PCS Phone's location to be determined by the network and by emergency services personnel in markets where these services have been implemented.

Future location-based services include:

- ▶ Driving directions
- ▶ Traffic service
- ▶ Entertainment/services locations
- ▶ Location of family/friends
- ▶ Enhanced 911 (E911) emergency location services.

While location-based services are still in development on a market-by-market basis, this leading-edge phone has the technology required to support such services upon their launch.

Note: Regardless of the status of location-based services in any given market, 911 emergency calls will still be routed to local emergency services agencies.

Setting the Location Identifier

You can share your GPS-enabled Position Location for optional location-based services offered on the Sprint PCS Nationwide Network. If you choose to disable this option, the Sprint PCS Nationwide Network cannot determine your location using the Position Location feature.

Note: This feature is automatically enabled when an emergency call is placed, then turned back off when the call is completed.

1. Select **Menu** → **Settings** → **Location** → **Disabled** or **Enabled**.

- ▶ **Disabled** (default) shares your position information only with emergency services.
- ▶ **Enabled** shares your position information with your service provider's network, in addition to emergency services.

For information on emergency calls, see “Calling Emergency Numbers” on page 24.

Note: Automatic Location Identification (ALI) cannot be disabled for enhanced 911 (E911) emergency calls.

Knowing Performance and Safety Guidelines

Part of getting the most out of your Sprint PCS® Phone is knowing where and how it works at optimum efficiency. This section outlines performance and safety guidelines that ensure you experience the full quality your Sprint PCS Phone was designed to give you.

Getting the Most Out of Your Reception

Keeping Tabs on Signal Strength

The quality of each call you make or receive depends on the signal strength in your area. Your phone informs you of the current strength by displaying a number of bars next to the signal strength icon. The more bars displayed, the stronger the signal. If you're inside a building, being near a window may give you better reception.

Understanding Power Save Feature

If your phone is unable to find a signal after 15 minutes of searching, a Power Save feature is automatically activated. If your phone is on, it periodically rechecks service availability or you can check yourself by pressing any key. Anytime the Power Save feature is activated, a message displays on the screen. When a signal is found, your phone returns to Standby mode.

Understanding How Your Phone Operates

Your phone is basically a radio transmitter and receiver. When it's turned on, it receives and transmits radio frequency (RF) signals. When you use your phone, the system handling your call controls the power level. This power can range from 0.006 watts to 0.2 watts in digital mode.

Knowing Radio Frequency Safety

The design of your Sprint PCS Phone complies with updated NCRP standards described below.

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

standard consisting of the existing ANSI/IEEE standard and the guidelines published by the National Council of Radiation Protection and Measurements (NCRP).

Maintaining Your Phone's Peak Performance

There are several simple guidelines to operating your phone properly and maintaining safe, satisfactory service.

- ▶ Hold the phone with the antenna up, fully-extended and over your shoulder.
- ▶ Try not to ever hold, bend or twist the phone antenna.
- ▶ Don't use the phone if the antenna is damaged.
- ▶ Speak directly into the mouthpiece.
- ▶ Avoid exposing your phone and accessories to rain or liquid spills. If your phone does get wet, immediately turn the power off and remove the battery. If it's inoperable, return it to a Sprint PCS Center or call Sprint PCS Customer Service Solutions for service.

Note: For the best care of your phone, only Sprint PCS authorized personnel should service your phone and accessories. Faulty service may void the warranty.

Maintaining Safe Use of and Access to Your Phone

FAILURE TO FOLLOW THE INSTRUCTIONS OUTLINED MAY LEAD TO SERIOUS PERSONAL INJURY AND POSSIBLE PROPERTY DAMAGE

Using Your Phone While Driving

Talking on the phone while driving (or operating the phone without a hands-free device) is prohibited in some jurisdictions. Laws vary as to specific restrictions. Remember that safety always comes first.

When using your phone in the car:

- ▶ Get to know your phone and its features, such as speed dial and redial.
- ▶ When available, use a hands-free device.
- ▶ Position your phone within easy reach.
- ▶ Let the person you are speaking to know you are driving; if necessary, suspend the call in heavy traffic or hazardous weather conditions.
- ▶ Do not take notes or look up phone numbers while driving.
- ▶ Dial sensibly and assess the traffic; if possible, place calls when you are not moving or before pulling into traffic.
- ▶ Do not engage in stressful or emotional conversations that may divert your attention from the road.
- ▶ Dial **911** to report serious emergencies. It's free from your wireless phone.
- ▶ Use your phone to help others in emergencies.
- ▶ Call roadside assistance or a special non-emergency wireless number when necessary.

Tip: Purchase an optional Hands-Free Car Kit.

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 and entertainment systems in motor vehicles. Check with the manufacturer or its representative to determine if these systems are adequately shielded from external RF signals. Also check with the manufacturer regarding any equipment that has been added to your vehicle.

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

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

Turning Off Your Phone Before Flying

Turn off your phone before boarding any aircraft. To prevent possible interference with aircraft systems, the U.S. Federal Aviation Administration (FAA) regulations require you to have permission from a crew member to use your phone while the plane is on the ground. To prevent any risk of interference, FCC regulations prohibit using your phone while the plane is in the air.

Turning Off Your Phone in Dangerous Areas

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

Turn off your phone when you're in any area that has a potentially explosive atmosphere. Although it's rare, your phone or its accessories could generate sparks. Sparks could cause an explosion or a 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 engine

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

Restricting Children's Access to Your Phone

Your Sprint PCS Phone is not a toy. Children should not be allowed to play with it because they could hurt themselves and others, damage the phone or make calls that increase your phone bill.

Caring for the Battery

Protecting Your Battery

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

- ▶ Use only Sprint PCS-approved batteries and chargers. These chargers are designed to maximize battery life. Using other batteries or chargers voids your warranty and may cause damage.
- ▶ In order to avoid damage, charge the battery only in temperatures that range from 41° F to 113° F (5° C to 45° C).
- ▶ Don't use the battery charger in direct sunlight or in high humidity areas, such as the bathroom.
- ▶ Never dispose of the battery by incineration.
- ▶ Keep the metal contacts on top of the battery clean.
- ▶ Don't attempt to disassemble or short-circuit the battery.
- ▶ The battery may need recharging if it has not been used for a long period of time.
- ▶ It's best to replace the battery when it no longer provides acceptable performance. It can be recharged hundreds of times before it needs replacing.
- ▶ Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:
 - Less than one month: 4° F to 140° F (-20° C to 60° C)
 - More than one month: 4° F to 113° F (-20° C to 45° C)

Disposal of Lithium Ion (LiIon) Batteries

For safe disposal options of your LiIon batteries, contact your nearest Sprint PCS-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.

Note: For safety, do not handle a damaged or leaking LiIon battery.

Acknowledging Special Precautions and the FCC Notice

FCC Notice

The phone may cause TV or radio interference if used in close proximity to receiving equipment. The FCC can require you to stop using the phone if such interference cannot be eliminated.

Vehicles using liquefied petroleum gas (such as propane or butane) must comply with the National Fire Protection Standard (NFPA-58). For a copy of this standard, contact the National Fire Protection Association, One Batterymarch Park, Quincy, MA 02269, Attn: Publication Sales Division.

Cautions

Any changes or modifications to your phone not expressly approved in this document could void your warranty for this equipment and void your authority to operate this equipment. Only use approved batteries, antennas and chargers. The use of any unauthorized accessories may be dangerous and voids the phone warranty if said accessories cause damage or a defect to the phone.

Although your phone is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending or sitting on it.

Body-Worn Operation

To maintain compliance with FCC RF exposure guidelines, if you wear a handset on your body, use the KWC body worn accessories. If you use a body-worn accessory with no metal contained, ensure the closest point of the phone (including antenna) is at least 22.5 mm from your body when transmitting. Use of non-KWC approved accessories may violate FCC RF exposure guidelines.

For more information about RF exposure, please visit the FCC website at www.fcc.gov.

Specific Absorption Rate (SAR) for Wireless Phones

The SAR is a value that corresponds to the relative amount of RF energy absorbed in the head of a user of a wireless handset.

The SAR value of a phone is the result of an extensive testing, measuring and calculation process. It does not represent how much RF the phone emits. All phone models are tested at their highest value in strict laboratory settings. But when in operation, the SAR of a phone can be substantially less than the level reported to the FCC. This is because of a variety of factors including its proximity to a base station antenna, phone design and other factors. What is important to remember is that each phone meets strict federal guidelines. Variations in SARs do not represent a variation in safety.

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

The highest reported SAR values of the Kyocera 2345 are:

AMPS mode (Part 22) - Head: 1.24 W/kg; Body-worn: 0.250 W/kg

PCS mode (Part 24) - Head: 1.24 W/kg; Body-worn: 0.195 W/kg

FCC Radio Frequency Emission

This phone meets the FCC Radio Frequency Emission Guidelines. FCC ID number: OVFKWC-2345. More information on the phone's SAR can be found from the following FCC website: <http://www.fcc.gov/oet/fccid>.

Consumer Update on Mobile Phones

FDA has been receiving inquiries about the safety of mobile phones, including cellular phones and PCS phones. The following summarizes what is known—and what remains unknown—about whether these products can pose a hazard to health, and what can be done to minimize any potential risk. This information may be used to respond to questions.

Why the concern?

Mobile phones emit low levels of radiofrequency energy (i.e., radiofrequency radiation) in the microwave range while being used. They also emit very low levels of radiofrequency energy (RF), considered non-significant, when in the stand-by mode. It is well known that high levels of RF can produce biological damage through heating effects (this is how your microwave oven is able to cook food). However, it is not known whether, to what extent, or through what mechanism, lower levels of RF might cause adverse health effects as well. Although some research has been done to address these questions, no clear picture of the biological effects of this type of radiation has emerged to date. Thus, the available science does not allow us to conclude that mobile phones are absolutely safe, or that they are unsafe. However, the available scientific evidence does not demonstrate any adverse health effects associated with the use of mobile phones.

What kinds of phones are in question?

Questions have been raised about hand-held mobile phones, the kind that have a built-in antenna that is positioned close to the user's head during normal telephone conversation. These types of mobile phones are of concern because of the short distance between the phone's antenna—the primary source of the RF—and the person's head. The exposure to RF from mobile phones in which the antenna is located at greater distances from the user (on the outside of a car, for example) is drastically lower than that from hand-held phones, because a person's RF exposure decreases rapidly with distance from the source. The safety of so-called “cordless phones,” which have a base unit connected to the telephone wiring in a house and which operate at far lower power levels and frequencies, has not been questioned.

How much evidence is there that hand-held mobile phones might be harmful?

Briefly, there is not enough evidence to know for sure, either way; however, research efforts are on-going. The existing scientific evidence is conflicting and many of the studies that have been done to date have suffered from flaws in their research methods. Animal experiments investigating the effects of RF exposures characteristic of mobile phones have yielded conflicting results. A few animal studies, however, have suggested that low levels of RF could accelerate the development of cancer in laboratory animals. In one study, mice genetically altered to be predisposed to developing one type of cancer developed more than twice as many such cancers when they were exposed to RF energy compared to controls. There is much uncertainty

among scientists about whether results obtained from animal studies apply to the use of mobile phones.

First, it is uncertain how to apply the results obtained in rats and mice to humans. Second, many of the studies that showed increased tumor development used animals that had already been treated with cancer-causing chemicals, and other studies exposed the animals to the RF virtually continuously—up to 22 hours per day.

For the past five years in the United States, the mobile phone industry has supported research into the safety of mobile phones. This research has resulted in two findings in particular that merit additional study:

1.) In a hospital-based, case-control study, researchers looked for an association between mobile phone use and either glioma (a type of brain cancer) or acoustic neuroma (a benign tumor of the nerve sheath). No statistically significant association was found between mobile phone use and acoustic neuroma. There was also no association between mobile phone use and gliomas when all types of gliomas were considered together. It should be noted that the average length of mobile phone exposure in this study was less than three years.

When 20 types of glioma were considered separately, however, an association was found between mobile phone use and one rare type of glioma, neuroepitheliomatous tumors. It is possible with multiple comparisons of the same sample that this association occurred by chance. Moreover, the risk did not increase with how often the mobile phone was used, or the length of the calls. In fact, the risk actually decreased with cumulative hours of mobile phone use. Most cancer causing agents increase risk with increased exposure. An ongoing study of brain cancers by the National Cancer Institute is expected to bear on the accuracy and repeatability of these results.

2.) Researchers conducted a large battery of laboratory tests to assess the effects of exposure to mobile phone RF on genetic material. These included tests for several kinds of abnormalities, including mutations, chromosomal aberrations, DNA strand breaks, and structural changes in the genetic material of blood cells called lymphocytes. None of the tests showed any effect of the RF except for the micronucleus assay, which detects structural effects on the genetic material. The cells in this assay showed changes after exposure to simulated cell phone radiation, but only after 24 hours of exposure. It is possible that exposing the test cells to radiation for this long resulted in heating. Since this assay is known to be sensitive to heating, heat alone could have caused the abnormalities to occur. The data already in the literature on the response of the micronucleus assay to RF are conflicting. Thus, follow-up research is necessary.

FDA is currently working with government, industry, and academic groups to ensure the proper follow-up to these industry-funded research findings. Collaboration with the Cellular Telecommunications Industry Association (CTIA) in particular is expected to lead to FDA providing research recommendations and scientific oversight of new CTIA-funded research based on such recommendations.

Two other studies of interest have been reported recently in the literature:

1.) Two groups of 18 people were exposed to simulated mobile phone signals under laboratory conditions while they performed cognitive function tests. There were no changes in the subjects' ability to recall words, numbers, or pictures, or in their spatial memory, but they were able to make choices more quickly in one visual test when they were exposed to simulated mobile phone signals. This was the only change noted among more than 20 variables compared.

2.) In a study of 209 brain tumor cases and 425 matched controls, there was no increased risk of brain tumors associated with mobile phone use. When tumors did exist in certain locations, however, they were more likely to be on the side of the head where the mobile phone was used. Because this occurred in only a small number of cases, the increased likelihood was too small to be statistically significant.

In summary, we do not have enough information at this point to assure the public that there are, or are not, any low incident health problems associated with use of mobile phones. FDA continues to work with all parties, including other federal agencies and industry, to assure that research is undertaken to provide the necessary answers to the outstanding questions about the safety of mobile phones.

What is known about cases of human cancer that have been reported in users of hand-held mobile phones?

Some people who have used mobile phones have been diagnosed with brain cancer. But it is important to understand that this type of cancer also occurs among people who have not used mobile phones. In fact, brain cancer occurs in the U.S. population at a rate of about 6 new cases per 100,000 people each year. At that rate, assuming 80 million users of mobile phones (a number increasing at a rate of about 1 million per month), about 4800 cases of brain cancer would be expected each year among those 80 million people, whether or not they used their phones. Thus it is not possible to tell whether any individual's cancer arose because of the phone, or whether it would have happened anyway. A key question is whether the risk of getting a particular form of cancer is greater among people who use mobile phones than among the rest of the population. One way to answer that question is to compare the usage of mobile phones among people with brain cancer with the use of mobile phones among appropriately matched people without brain cancer. This is called a case-control study. The current case-control study of brain cancers by the National Cancer Institute, as well as the follow-up research to be sponsored by industry, will begin to generate this type of information.

What is FDA's role concerning the safety of mobile phones?

Under the law, FDA does not review the safety of radiation-emitting consumer products such as mobile phones before marketing, as it does with new drugs or medical devices. However, the agency has authority to take action if mobile phones are shown to emit radiation at a level that is hazardous to the user. In such a case, FDA could require the manufacturers of mobile phones to notify users of the health hazard and to repair, replace or recall the phones so that the hazard no longer exists.

Although the existing scientific data do not justify FDA regulatory actions at this time, FDA has urged the mobile phone industry to take a number of steps to assure public safety. The agency has recommended that the industry:

- ▶ support needed research into possible biological effects of RF of the type emitted by mobile phones;
- ▶ design mobile phones in a way that minimizes any RF exposure to the user that is not necessary for device function; and
- ▶ cooperate in providing mobile phone users with the best possible information on what is known about possible effects of mobile phone use on human health.

At the same time, FDA belongs to an interagency working group of the federal agencies that have responsibility for different aspects of mobile phone safety to ensure a coordinated effort at the federal level. These agencies are:

- ▶ National Institute for Occupational Safety and Health
- ▶ Environmental Protection Agency
- ▶ Federal Communications Commission
- ▶ Occupational Health and Safety Administration
- ▶ National Telecommunications and Information Administration

The National Institutes of Health also participates in this group.

In the absence of conclusive information about any possible risk, what can concerned individuals do?

If there is a risk from these products—and at this point we do not know that there is—it is probably very small. But if people are concerned about avoiding even potential risks, there are simple steps they can take to do so. For example, time is a key factor in how much exposure a person receives. Those persons who spend long periods of time on their hand-held mobile phones could consider holding lengthy conversations on conventional phones and reserving the hand-held models for shorter conversations or for situations when other types of phones are not available.

People who must conduct extended conversations in their cars every day could switch to a type of mobile phone that places more distance between their bodies and the source of the RF, since the exposure level drops off dramatically with distance. For example, they could switch to

- ▶ a mobile phone in which the antenna is located outside the vehicle,
- ▶ a hand-held phone with a built-in antenna connected to a different antenna mounted on the outside of the car or built into a separate package, or
- ▶ a headset with a remote antenna to a mobile phone carried at the waist.

Again, the scientific data does not demonstrate that mobile phones are harmful. But if people are concerned about the radiofrequency energy from these products, taking the simple precautions outlined above can reduce any possible risk.

Where can I find additional information?

For additional information, see the following websites:

- ▶ Federal Communications Commission (FCC) RF Safety Program (select “Information on Human Exposure to RF Fields from Cellular and PCS Radio Transmitters”): <http://www.fcc.gov/oet/rfsafety>

- ▶ World Health Organization (WHO) International Commission on Non-Ionizing Radiation Protection (select Qs & As): <http://www.who.int/emf>
- ▶ United Kingdom, National Radiological Protection Board: <http://www.nrpb.org.uk>
- ▶ Cellular Telecommunications & Internet Association (CTIA): <http://www.wow-com.com>
- ▶ U.S. Food and Drug Administration (FDA) Center for Devices and Radiological Health: <http://www.fda.gov/cdrh/consumer/>

Owner's Record

The model number, regulatory number and serial number are located on a nameplate inside the battery compartment. 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: Kyocera 2345

Serial No.: _____ (The number on the smaller, top sticker.)

User Guide Proprietary Notice

CDMA Technology is licensed by QUALCOMM Incorporated under one or more of the following patents:

4,901,307	5,109,390	5,267,262	5,416,797
5,506,865	5,544,196	5,657,420	5,101,501
5,267,261	5,414,796	5,504,773	5,535,239
5,600,754	5,778,338	5,228,054	5,337,338
5,710,784	5,056,109	5,568,483	5,659,569
5,490,165	5,511,073		

Terms and Conditions & Warranty Information

Terms and Conditions of Services

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

For the most current version of the terms and conditions, please visit our website at www.sprintpcs.com or call Sprint PCS Customer Service Solutions at 1-888-211-4PCS, because the terms and conditions included with your Sprint PCS® Phone may not be the most current version. If you activated Sprint PCS Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions.

If you have questions about your Sprint PCS Services, call Sprint PCS Customer Service Solutions at 1-888-211-4PCS (4727) or visit our Web site at www.sprintpcs.com.

Agreement

Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint PCS providing Sprint Personal Communications Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the rates and features we set for that Service Plan. We use the words "we," "us," "our" or "Sprint PCS" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint PCS in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call on the Sprint PCS Network or off the Sprint PCS Network when roaming, including "911" or similar calls), you accept the Agreement.

Provision of Service

Your purchase of Sprint PCS phones or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify for Services. Services in some areas are managed and provided under contract with Sprint PCS by independent affiliates with access to the Sprint PCS Network. Some Services may not be available or may operate differently in certain affiliate markets.

Credit Verification

You must have and keep satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from commercially available credit bureaus. We may require a guarantee of payment by an individual or entity approved

by us. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services to your phone and require that you provide payment on account or a guarantee of payment before we resume Services to your phone.

Changes to Agreement

We may change this Agreement at any time (but see Service Plan). Any changes to the Terms are effective when we publish the revised terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services (but see Termination and Changing Service Plans). For purposes of the Agreement, “use” includes keeping the right to access the Sprint PCS Network by not terminating Services. You may not modify the Agreement except for your Service Plan (see Termination and Changing Service Plans).

Service Plan

You may be eligible for a fixed length Service Plan (“Term Service Plan”) or for a month-to-month Service Plan (“Non-Term Service Plan”). We determine the Service Plan for which you qualify. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Your Service Plan may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

Changing Service Plans

If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you as well as the Service Plan or optional service features you select. If you are on a Term Service Plan, your ability to change to another Service Plan may be limited and we may require you to pay a termination fee as set out in your Service Plan.

Use of Services and Equipment; Availability

You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone.

Services are available within the operating range of the Sprint PCS Network. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Sprint PCS® Phone will not accept the services of any wireless provider other than Sprint PCS (but see Roaming).

Number

We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment.

Phone Activation Fee

You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, we activate a different phone on your existing account or your Service Plan says so. Details on any applicable phone activation fee are set out in your Service Plan or can be obtained by calling Sprint PCS Customer Service Solutions.

Charges

For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. An exception is that you are not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party. You will be charged peak rates for the entire duration of calls initiated during the peak time periods applicable to your Service. You will be charged off-peak rates for the entire duration of calls initiated during the off-peak time periods applicable to your Service. In addition to these usage charges, you may be charged for recurring monthly service charges, applicable local and long-distance toll charges, other usage charges, connection fees, roaming charges, directory assistance, call completion charges, optional features you select at an extra cost, and taxes and other regulatory related charges. Charges for most Services are incurred in one-minute increments, with partial minutes of use rounded up to the next highest minute. You must pay, by each invoice due date, all charges for Services provided to the Number for each phone or other equipment that our records show you activated, no matter who actually uses or has possession of the phone or other equipment at the time Services are provided.

Voice Command

Sprint PCS Voice CommandSM is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar keys and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling Sprint PCS Customer Service Solutions.

Invoicing

Invoicing cycles are approximately 30 days in length. Invoicing cycles and dates may change from time to time. Except as otherwise provided in your Service Plan, monthly recurring charges (MRCs) are invoiced one invoicing cycle in advance. Charges for Services are usually invoiced as soon as possible after the charges accrue. We may, however, invoice you for usage and charges occurring before the invoicing cycle being invoiced, if they were not previously invoiced. If you are invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied to your Service Plan minutes for the current invoicing cycle. However, if you change your Service Plan between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged at the rate per minute for usage over included minutes provided in the Service Plan in effect at the time the usage was incurred.

Payment

If you have authorized payment for Services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us or billed by us on behalf of a third party. You must promptly notify us of any change in your invoicing address or of the credit card or bank account used for payment. We reserve the right to require payment by money order, cashier's check or other secured form of payment. If we take action to receive payment beyond invoicing you for charges for Services or equipment, you must pay our costs and expenses of collection, including attorneys' fees and expenses, the fees of any collection agency and court costs. If we act as an invoicing agent for a third-party service provider, payments received are first applied to amounts due and owing to us and any remaining amounts are applied to sums due and owing to the third-party service provider. We may charge an additional fee for any check or other negotiable instrument endorsed by you and returned unpaid by a financial institution for any reason. You may be charged fees for certain methods of payment.

Late Payment Charges

Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 1.5% per month or at the highest rate allowed by law. Late charges are prorated daily for each day that payment is past due, but are not compounded monthly. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us.

Disputed Charges

You must raise any dispute that you have about any charges invoiced to you within 15 days of the date of the invoice or you have accepted the invoice. You may notify us of any dispute by notifying Sprint PCS Customer Service Solutions. Calls to our sales or general business offices are not notice of a dispute. If disputed invoice procedures are described on the invoice, you must follow them.

Termination. Non-Term Service Plan.

If you are on a Non-Term Service Plan you may terminate Services at any time by giving us notice. Subject to the terms of this Agreement, we may terminate Services at any time, with or without notice. We may deactivate any Number before you receive notice of termination without liability to you. Termination by either of us may be with or without cause.

Termination. Term Service Plan.

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

Termination. General.

Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability (1) if you breach any provision of this Agreement (including if you fail to pay any charges for Services), or (2) if you fail to pay any charges due us for equipment or otherwise. If you promptly cure the breach, we may, but are not obligated to, reactivate Services to you. You must pay all charges for (a) Services provided before termination of a Number and (b) equipment, regardless of who terminates Services. If Services are terminated before the end of your current invoicing cycle, (i) the monthly recurring charge is not prorated to the date of termination, and (ii) you will not receive a credit or refund for any unused minutes in your Service Plan.

Account Spending Limit

If we agree to provide Services to you on an Account Spending Limit basis, we will tell you your Account Spending Limit before we start Services to your Number, or as reasonably practicable after the limit is imposed. If we require a deposit for you to establish or keep Services on an Account Spending Limit basis, we will hold the deposit as partial guarantee of payment for Services (see Deposits). Charges for Services accrue against your Account Spending Limit as they are incurred. We may charge an initial ASL start up fee. We may charge a monthly ASL service fee, in addition to your recurring monthly service charge. We may suspend Services to your Number without prior notice to you when your account balance reaches your Account Spending Limit. Services are restored when you have paid any past due balance and pay a specified minimum amount to reduce your account balance below your Account Spending Limit. We may change this minimum amount at any time upon notice to you. You may pay any past due balance and the minimum amount by any method authorized by Sprint PCS. Call Sprint PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer services. If we provide Services to you on an Account Spending Limit basis, Services and coverage may be limited in certain ways. You must pay all charges for Services even if they exceed the amount of your Account Spending Limit.

Deposits

If we require a deposit for you to establish or keep Services, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time to reflect revised estimated monthly charges based upon your usage. A deposit

may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest on the deposit is subject to change. We may mix deposits with our other funds. If Services are terminated for any reason, we may, without notice to you, apply your deposit toward payment of outstanding charges and return any excess to you at your last known address within 75 days after termination of Services. If the U.S. Postal Service cannot deliver the money to you and returns it to us, we will hold it for you for one year from the date of return and, during that period, we may charge a monthly servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for your benefit. You forfeit any portion of the money left after the one-year period.

Taxes and Other Regulatory Related Charges

We invoice you for taxes, fees and other charges levied by federal, state or local authorities, or foreign government on Services. We also assess charges associated with regulatory mandates and obligations, such as Universal Service and Enhanced 911 service. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

Roaming

Calls made outside of your Home Service Area and outside of the Sprint PCS Network are “roaming” calls. Your Sprint PCS phone is specifically designed and engineered to work only on the Sprint PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint PCS and the other provider. If your Sprint PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint PCS and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls “manually” by using a valid credit card. If there is a gap or other interruption of coverage within a Sprint PCS coverage area that prevents connection with the Sprint PCS network and your dual-mode phone is set to roam automatically when outside Sprint PCS coverage, you may incur roaming fees within a Sprint PCS coverage area. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates you pay for calls within your Sprint PCS Home Service Area and on the Sprint PCS Network. Roaming charges are invoiced according to the practices of the roaming service provider. When roaming, you are subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

Interruption of Service

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

Phones and Other Equipment

Phones and other equipment may be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment

If your phone or other equipment is lost or stolen, you must notify us by calling Sprint PCS Customer Service Solutions. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment before you notify us of the loss or theft. We will deactivate Services to the Number upon notification to us of any loss or theft. You may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID

If you do not want people you call to get the Number assigned to your phone, you must call Sprint PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + OK, but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

TTY Access

A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. For information on accessing TTY through your phone, call Sprint PCS Customer Service Solutions.

Pay-Per-Call Service

We will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

International Calling

You may be limited in the international destinations that you can call with Services. You should contact Sprint PCS Customer Service Solutions for information about international destinations that you cannot call.

Limitation of Liability

Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither

we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services, or
- l) your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES

UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification

You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

ARBITRATION OF DISPUTES

ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THE SERVICES, WHETHER BETWEEN THE COMPANY AND THE CUSTOMER OR BETWEEN THE

COMPANY OR THE CUSTOMER, ON THE ONE HAND, AND EMPLOYEES, AGENTS OR AFFILIATED BUSINESSES OF THE OTHER PARTY, ON THE OTHER HAND, SHALL BE RESOLVED BY ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION.

A single arbitrator engaged in the practice of law will conduct the arbitration under the rules of the American Arbitration Association. The arbitrator will be selected in accordance with AAA procedures from a list of qualified people maintained by the AAA. All expedited procedures prescribed by the AAA rules will apply, and each party will bear their own costs and attorney's fees.

No discovery will be permitted, except that the parties will exchange, thirty days prior to the hearing on their dispute, all documents to be submitted to the arbitrator, including any reports or summaries, and a list of the names and addresses of those persons to be called to testify. Following exchange of this information, the parties may agree to waive a hearing.

The arbitrator will have authority only to award compensatory damages and will not have authority to award punitive damages, lost profits, or other non-compensatory damages. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. The arbitrator's decision must not contain findings of fact or conclusions of law.

If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including attorney's fees.

Notices

You may get our current address for written notice by calling Sprint PCS Customer Service Solutions. Written notice to you is sent to your last known address in our invoicing records. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling Sprint PCS Customer Service Solutions, and (2) we may notify you by leaving a message for you on your Sprint PCS Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Choice of Law; Jurisdiction

This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Kansas.

General

If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may

not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of the Agreement survive termination of this Agreement. This Agreement is subject to any applicable federal and state law (collectively, “Applicable Laws”). If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms.

The following provisions are not generally applicable and apply only to customers whose Service Plans include these terms:

Traveling

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

Home Rate USA

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

Toll-Free USA

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

Manufacturer's Warranty

Consumer Limited Warranty

Kyocera Wireless Corp. ("KYOCERA") offers you a limited warranty that the enclosed product or products (the "Product") will be free from defects in material and workmanship for a period that expires one year from the date of sale of the Product to you, provided that you are the original end-user purchaser of the Product and provided that your purchase was made from an authorized supplier. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. This limited warranty is applicable only to end users in the United States and Canada.

KYOCERA shall, at its sole and absolute discretion, either repair or replace a Product (which unit may use refurbished parts of similar quality and functionality) if found by KYOCERA to be defective in material or workmanship, or if KYOCERA determines that it is unable to repair or replace such Product, KYOCERA shall refund the purchase price for such Product, provided that the subject Product (i) is returned to a KYOCERA authorized service center within the one year warranty period, and (ii) is accompanied by a proof of purchase in the form of a bill of sale or receipted invoice which evidences that the subject Product is within the one year warranty period ("Proof of Purchase"). After the one year warranty period, you must pay all shipping, parts and labor charges.

This limited warranty does not cover and is void with respect to the following: (i) any Product which has been improperly installed, repaired, maintained or modified; (ii) any Product which has been subjected to misuse (including any Product used in conjunction with hardware electrically or mechanically incompatible or used with accessories not supplied by KYOCERA), abuse, accident, physical damage, abnormal operation, improper handling, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature; (iii) any Product operated outside published maximum ratings; (iv) cosmetic damage; (v) any Product on which warranty stickers or Product serial numbers have been removed, altered, or rendered illegible; (vi) cost of installation, removal or reinstallation; (vii) signal reception problems (unless caused by defects in material and workmanship); (viii) damage the result of fire, flood, acts of God or other acts which are not the fault of KYOCERA and which the Product is not specified to tolerate, including damage caused by mishandling, shipping and blown fuses; (ix) consumables (such as fuses); or (x) any Product which has been opened, repaired, modified or altered by anyone other than KYOCERA or a KYOCERA authorized service center.

USE ONLY KYOCERA APPROVED ACCESSORIES WITH KYOCERA PHONES. USE OF ANY UNAUTHORIZED ACCESSORIES MAY BE DANGEROUS AND WILL INVALIDATE THE PHONE WARRANTY IF SAID ACCESSORIES CAUSE DAMAGE OR A DEFECT TO THE PHONE.

KYOCERA SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE

POSSIBILITY THEREOF, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, UNANTICIPATED BENEFITS OR REVENUE, ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT) OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE RELATING TO A DEFECTIVE PRODUCT, AS PROVIDED UNDER THIS WARRANTY, ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY, AND SUBJECT TO THIS WARRANTY, THE PRODUCTS ARE APPROVED AND ACCEPTED BY YOU "AS IS". KYOCERA MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, ORAL OR VERBAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THIS WARRANTY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

For warranty service information, please call the following telephone number from anywhere in the continental United States and Canada: 1-800-349-4478 or 858-882-1401; or contact KYOCERA at the following address: 10300 Campus Point Drive, San Diego, California, 92121-1582, USA, Attention: Technical Support.

DO NOT RETURN YOUR PRODUCTS TO THE ABOVE ADDRESS. Please call or write for the location of the Kyocera Wireless Corp. authorized service center nearest you and for procedures for obtaining warranty service.

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