

General Terms and Conditions of Service

Effective November 1, 2016

Hello, and welcome to our General Terms and Conditions of Service. Please read these carefully since they are important and affect your legal rights.

Note that our industry is always changing. So, these terms may not be the most current version. Be sure to check our website at sprint.com/termsandconditions for the most up to date terms and conditions.

Let's dive in and talk about how our relationship is going to work.

Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681 o visitar sprint.com/espanol.

Your actual agreement is the column on the left, and the right column is a summarized version.

Here Are The Legal Terms	Briefly . . .
<p>Who Are We Talking About? When we say “we,” “us,” “our,” or “Sprint,” we mean Sprint Solutions, Inc. When we say “you,” “your,” “customer,” and “user,” we mean a Sprint account holder or someone who uses our Devices or Services. “Device,” means any phone, tablet, mobile broadband device, or any other product or accessory we provide, sell, or that is active on your account with us. “Service(s)” mean Sprint-branded offers, rate plans, options, wireless services, billing services, applications, programs, products, software, or Devices on your account with us, as well as any other product or service that we offer or provide to you that references these General Terms and Conditions of Service (“Ts&Cs”).</p>	<p>Sprint is Sprint, you are you, your phone, tablet, or other electronic is called a device and our Services include our offers, plans and customer care.</p>
<p>Your Agreement With Sprint These Ts&Cs are part of your service agreement with us (the “Agreement”) and are the contract under which we provide you Services. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION WITH A CLASS WAIVER, A REPRESENTATIVE ACTION WAIVER, AND A JURY WAIVER</p>	

<p>PROVISION. In addition to these Ts&Cs, the Agreement includes: (i) the subscriber agreement and transaction materials that you receive and accept when you get your Device; (ii) the service plan(s) that you chose as described in the written services and transaction materials that we provide or refer you to during the sales transaction; (iii) any confirmation materials and invoices that we may provide to you; and (iv) the terms set forth in the coverage map brochures. We strongly recommend that you carefully read all of the terms of the Agreement.</p>	<p>Your Agreement includes everything we give you (hand to you, email you, read to you, etc.) when you get your Service. Read them! If there's a disagreement, you agree to arbitrate it.</p>
<p>Our Policies When you accept the Agreement, you are agreeing to our business policies, practices, and procedures ("Policies"), including our Acceptable Use Policy, our Privacy Policy, our Visitors Agreement, and our Network Management and the open internet practices. To read more, go here: http://www.sprint.com/legal/index.html. We may change our Policies at any time, so please check our Policies for updates.</p>	<p>Our policies are easy to find! Find a comfy spot, and check them out here.</p>
<p>Prohibited Device Uses If you get a Device from Sprint or a Sprint authorized retailer without paying full price (MSRP) for the Device, you agree not to resell or trade in, or participate or profit in the resale or trade in, of the Device to a third party until you have met all your financial and contractual obligations to us. If you do this without meeting your obligations, we reserve the right to take any action we deem necessary, including charging you for the difference between the Device's full price and the price you paid for it, and seeking recovery of related damages. If you have a separate agreement with Sprint to acquire, purchase, or lease a Device, any restrictions on resale in that agreement will also apply, so please refer to the terms of any such agreement to understand your rights to resell your Device.</p>	<p>Please check your contracts. Under certain circumstances you may not resell, trade in, or profit from reselling or trading in your Device.</p>

<p>How You Accept The Agreement You must have the legal capacity to accept the Agreement You accept the Agreement when you:</p> <ul style="list-style-type: none"> • Agree in writing or by electronic signature or by telling us you accept by email, over the phone, online, or in person; • Activate, use, or attempt to use, the Services; or • Pay for the Services; or • Open any package or start any program that says you are accepting the Agreement by doing so. <p>If you don't want to accept the Agreement, don't do any of these things.</p>	<p>If you sign, email, e-sign, or tell us on the phone that you agree, you have agreed! And most importantly, when your service is activated, you have agreed!</p>
<p>How Will Sprint Talk To You About The Agreement? How Will You Get In Touch With Us? Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed online at www.sprint.com/contactus. We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, by SMS or text message on your Device, or through your Sprint Zone application.</p>	<p>There are many ways to get in contact with us. Check them all out here.</p> <p>And we can find you through any number we have, your bill, or Sprint Zone.</p>
<p>Do You Still Have A Commitment? What About An Early Termination Fee? Some of our Services have a minimum term, usually 1 or 2 years ("Term Commitment"), during which you agree to keep and pay for your Services. If your Agreement contains a Term Commitment, you will be charged a fee ("Early Termination Fee") for each line of</p>	<p>It's simple. We love having you as a customer and don't want you to leave.</p>

<p>Service that you terminate before satisfying your Term Commitment or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement). Any Early Termination Fee will be prorated based on the length of your remaining Term Commitment. Early Termination Fees are a part of our rates for agreements with Term Commitments. Any Term Commitment, the length of the Term Commitment, and the applicable Early Termination Fee amounts and proration will be disclosed to you during the sales transaction. Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. <u>After you have satisfied your Term Commitment, your Services automatically continue on a monthly basis under the then-current Terms and Conditions and Service Policies.</u> Services offered on a subscription basis may not require a Term Commitment and may not automatically renew. As explained directly below, there are times when you may not be responsible for an Early Termination Fee for terminating Services early.</p>	<p>But if you agree to a 1 or 2 year contract, and you cancel that contract early, you will be charged an early termination fee (ETF).</p> <p>The ETF was explained when you first agreed to the contract.</p>
<p>When You Don't Have To Pay An Early Termination Fee If you have completed your Term Commitment, do not have a Term Commitment, or are returning Your Device under our published return policy, you will not need to pay an Early Termination Fee when you terminate Service. If you still have a Term Commitment, you will be responsible for paying your prorated Early Termination Fee unless you are responding to a materially adverse change that we make to the Agreement as described directly below.</p>	<p>Great news! There is no ETF if you complete your contract. Remember, you may have other commitments like a lease or installment agreement.</p>
<p>What Happens If Sprint Changes The Agreement? We may change prices or any other term of your Service or this Agreement at any time.</p>	

<p>We'll provide you notice of any material changes and may provide notice of nonmaterial changes. If you use your Service after the change takes effect, then you are accepting the change. You may have a rate plan, pricing, or services that are offered only if you are eligible and qualify. If at any point you no longer qualify and are not eligible, or if certain rate plans or services are no longer supported or available, please notify us or, in some cases, Sprint will notify you and give you notice of the change(s) to your plan or services. If we make a materially adverse change to your Agreement, you may terminate the materially affected line of Service without paying an Early Termination Fee by contacting customer care within 30 days after the effective date from the notice, and providing the reason for cancellation. If we do not agree to fix the materially adverse change, then you may terminate your Service without paying the ETF. If you do not call us, and you cancel any Service within 30 days of the change, an Early Termination Fee will apply to the cancelled Services that are under a Term Commitment.</p>	<p>If Sprint changes this Agreement, and you think it has a materially adverse impact on you, you can call within 30 days of the change and ask us to cancel without paying your ETF. If we don't hear from you, then we'll consider the change fine by you.</p>
<p>Can Sprint Suspend Or Terminate Services? We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending or being excessively impolite to our employees or agents; (d) interfering with our operations; (e) using/suspicion of using Services in a way that violates or is inconsistent with the Agreement and Policies or adversely affects any of our other customers, reputation, network, property, or Services; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) providing false, inaccurate, dated, or unverifiable information, including identification or credit information; (h)</p>	<p>We hope we won't need to do this but....we reserve the right to cancel service any time for any reason.</p>

<p>becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications (for example, rooting the device); (j) failing to use our Services or maintain an active Device; (k) you resell or attempt to resell the Services or (l) if we believe the action protects our interests, any customer’s interests, or our network.</p>	
<p>Changing Your Services And When Changes Are Effective We want you to be 100% thrilled with your Sprint Services! If you want to change your Services, you should go to sprint.com, and you can typically change Services immediately. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or require a new Term Commitment Some changes to Services may not be effective until the start of the next full invoicing cycle. If the changes take place sooner, your invoice may reflect prorated charges for your old and new Services.</p>	<p>While many changes take place immediately, some will not. So know that changes made mid-bill-cycle may be prorated (meaning you may only be charged a portion of the fee, charge, etc.)</p>
<p>How You Terminate Services If you are thinking about cancelling your Service with Sprint, please call us or visit a Sprint store so that we can try to change your mind! If we are unable to change your mind, you can terminate Services by calling us and requesting that we deactivate all Services, or by porting your number to another carrier. You are responsible for all charges billed or incurred prior to deactivating your Service. If Services are terminated before the end of your invoicing cycle, we won’t prorate charges to the date of termination and you won’t receive a credit or refund for any unused Services.</p>	<p>If you want to terminate Service, please call us – and at least let us hear you out!</p>
<p>Your Privacy We care deeply about your privacy, and we want you to understand how we treat your data. As you use the Services, we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services</p>	<p>We take privacy seriously and are extremely mindful of yours.</p>

<p>you use, as well as some other information, some of which is considered CPNI under federal law. Please take a moment to review our Privacy Policy, available at sprint.com/legal/privacy.html.</p>	
<ul style="list-style-type: none"> • CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right and we have a duty to protect the confidentiality of your CPNI. 	<p>CPNI is specific info that federal law requires us to keep confidential.</p>
<ul style="list-style-type: none"> • Keep Your Account Secure. Your PIN, passwords, and other account credentials are specific to you and are yours to protect. Anyone who has access to this information, has access to your account. You (the account holder) may be required to password protect your account information by establishing a personal identification number (“PIN”). You may also be required to set a backup security question and answer in the event you forget your PIN. Sprint may treat anyone who presents your credentials as you or as an authorized user. We may disclose your account information or make changes in Service based on a request by someone with your account credentials. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, SMS, email, fax, recorded message, mobile, residential or business phone, or mail. 	<p>If you let someone use your account, you may be responsible for anything that person does. Set a password, keep it to yourself, and use it.</p>

<ul style="list-style-type: none"> • Information on Your Device. Your Device contains sensitive, personal information. Sprint is not responsible for any information on your Device, including sensitive or personal information. We recommend that you safeguard any sensitive or personal information when your Device is out of your possession or control a. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase all data on your Device, but you must remove all data from your Device before you provide it to us. 	<p>Please take steps to keep the private information on your Device private. It is your job, not Sprint's.</p>
<p>Your Device, Number And Email Address</p> <p>We don't manufacture any Device that you use with our Services, including the Devices we provide. That means we aren't responsible for any defects, acts, omissions, or other problems with your Device. Check with your manufacturer to determine whether there are any warranties on your Device. Device performance may vary based on Device specifications (for example, a Device's software, memory, and storage), and Device performance may impact access to our Services. Your Device is designed to be activated on our network and in other coverage areas that we may make available to you. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device, or your account. We'll notify you if we decide to change or reassign</p>	<p>Most problems with your Device should be handled with the manufacturer (Apple, Samsung, etc.) or through any insurance you purchased.</p> <p>The specific Device you have may impact your experience with the Network.</p>

<p>them. We do not guarantee that any port or transfer of your phone number will be successful. Your Sprint phone may have been programmed with restrictions that prevent another carrier's SIM card from being inserted into your phone's SIM slot for use on a different network. Sprint will unlock a capable device, provided the device is eligible per Sprint's Unlocking Policy. For more information, please visit sprint.com/unlock.</p>	<p>You have the right to port your phone number (move it to another carrier), but you don't own your number.</p>
<p>Not Just A Phone – Other Stuff You Use On Your Device</p> <p>Are you going to download all your favorite apps onto your new Device? Of course, you are!! We want you to know that when you download or use certain applications, programs, Devices, and services, you may be required to accept terms specific to those items. Generally, the terms will come from the app developer, software licensor, etc., which may be Sprint or someone else. Any terms for third party apps are between you and the third party. Additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing, payment, and disputing charges. When you use these items, you are agreeing that they may access, collect, use, or disclose your personal information and that Sprint may disclose your information—including location information—to a third party.</p>	<p>Third-party apps that you install on your Device have their own terms and privacy policy.</p>
<p>Where And How Will My Device Work?</p> <p>Our coverage maps are available at our authorized retail locations and on sprint.com/coverage. Your signal, and your specific network coverage will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps show our coverage estimates using Services outdoors under optimal conditions. Coverage isn't available everywhere, is not guaranteed, and is subject to change</p>	

<p>without notice. Service speeds are not guaranteed, and depend on the Service purchased as well as other factors, such as your Device, your location, structures, buildings, weather, geography, topography, server speeds of the websites you access, network problems, network or internet congestion, software, signal strength, actions of third parties, etc. Services that rely on location information, such as E9-1-1 and GPS navigation, depend on your Device’s ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner, including to call 9-1-1, until the software update is complete.</p>	<p>We are proud of our network and are constantly working to make it better. How it works for you is based on your location, your Device, the weather, and many other factors.</p>
<p>Let’s Talk About Roaming When we talk about “roaming,” we are talking about coverage on another carrier’s network. Your Device generally lets you know when you’re roaming. Our right to provide coverage on another carrier’s network may change from time to time, and roaming coverage may change without notice and may not always be available. Whether your Device can roam depends on your Device, your Services, and the availability of roaming coverage. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, etc.). Separate charges or limits for voice or data Services may apply while roaming.</p>	<p>Your apps and Services may work differently on another network.</p>
<p>Using Data Services. Our data Services and your Device may allow you to access the internet, email, text, take pictures and video, download and play games, video, music, graphics, sound, applications and other materials (“Content”) or send Content elsewhere. We have no control over the Content that you access on your Device. Content may be: (1) unsuitable for children/minors; (2) unreliable or</p>	

<p>inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Content accessed by you or anyone through your Device or Services. We strongly recommend that you monitor data usage by children/minors. Content from third parties may also harm your Device or its software. We are not responsible for any Content, any damage caused by any Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. For more information on Content and restrictions on Content, see your service plan details. If we provide you storage for Content that you have purchased, then we may delete the Content without notice or place restrictions/limits on the use of storage areas. Content stored on a Device, transmitted over our networks, or stored by Sprint may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Content provided by our vendors or third parties may be cancelled or terminated at any time without notice to you, and you may not receive a refund for any unused portion of the Content.</p>	<p>You use third-party content at your own risk. We are not the internet police, and we do not take any responsibility for the content that you access on the internet.</p>
<p>Things You Cannot Do With Our Data Services</p> <p>You cannot violate these Terms. Our data services are designed for use with your Sprint Device for reasonable and non-continuous internet access such as web surfing and non-continuous downloading, streaming, gaming and other personal internet access services. You can't use our data Services: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions or automatically consume unreasonable amounts of network capacity; (2) as a substitute or backup for private lines or frame relay connections; (3) for automated machine to machine connections or purposes that are designed for unattended use, or (4) for any other unintended</p>	<p>You can't use your data Services to do things that place an unfair burden on the network, or disrupt others' use of the Sprint Network.</p>

<p>use as we determine in our sole discretion. You may tether your Sprint Device to other lawful devices pursuant to the allotments contained in your plan for use of your Device as a hotspot or when the Device and plan are specifically intended for that purpose (for example, 4G Hotspots, wireless routers, Data Link, etc.). You also can't use our data services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Sprint's network or systems. Our data services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's wireless services or other parties' internet-based resources, including, but not limited to, "denial of service" attacks against another network host or individual user. We may limit, suspend, constrain, or terminate your Service for use that violates these Terms or for any heavy, continuous data usage or usage that adversely impacts our networks' performance, hinders access to our networks, or that we determine is necessary to protect our networks from harm or degradation.</p>	
<p>Our Billing Relationship Now that you are a Sprint customer, we want you to understand how we do things, especially how we get your Service set up and what your bill will include.</p>	<p>Here is a step-by-step description of our financial agreement process:</p>
<ul style="list-style-type: none"> • Credit. You agree to give us credit information so that we can determine whether to provide or continue to provide your Services. 	<p>We check your credit</p>
<ul style="list-style-type: none"> • Account Spending Limit. We may place a temporary or permanent 	

<p>account spending limit (ASL) on your account to limit the amount you can charge , regardless of when payment on those charges is due, and we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due.</p>	<p>We may place an Account Spending Limit on your account.</p>
<ul style="list-style-type: none"> • Deposit. We may at any time require a deposit as a guarantee of payment so that you may get or keep Sprint Service (“Deposit”). You can’t use a Deposit to make or delay payments. Unless prohibited by law, we may mix Deposits with our other funds, the Deposit won’t earn interest, and we reserve the right to return the Deposit as a credit on your invoice at any time, including on any unpaid balance after you terminate Services. 	<p>We may ask for a deposit.</p>
<ul style="list-style-type: none"> • Other Fees. We may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). We will tell you if any of these fees apply to your requested transaction. 	<p>There may be additional fees, and we explain them if they apply.</p>
<ul style="list-style-type: none"> • Authorizing Other Users. You are responsible for any changes to your Services made by a person you authorize, including adding or removing Services or features to your account, receiving notices and disclosures on your behalf, purchasing Devices for use with our Service, or entering into a new Term Commitment, all of which may result in additional charges, and are considered modifications to this Agreement. 	<p>The only person we will be looking to for payment on your account is you, regardless of who actually uses your Device.</p>

<ul style="list-style-type: none"> • Your Bill. <ul style="list-style-type: none"> ○ Your bill will include charges for your monthly recurring amount, usage, additional services, taxes, surcharges, product and equipment charges, subscription charges, third party charges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials that we may send to you. Please check online if you want more detailed information about your bill. ○ Your bill may also include other important notices (for example, changes to your Agreement, to your Service, legal notices, etc.). 	<p>We will send you a bill every month. Your bill may contain third party charges, as well as notices.</p>
<ul style="list-style-type: none"> ○ Calculating Your Charges. <ul style="list-style-type: none"> ▪ Voice Calls: For charges based on the amount of time used, we round up partial minutes to the next full minute. You are billed for connected calls including calls to voice mail and your rate is based on the location of the network equipment providing service and not your device location or area code. Calls begin when you push a button or graphic to initiate the call or when the call connects to the network and they end when you hang up or end the call, or the network connection breaks. Calls may be subject to maximum duration and automatically terminated if exceeded. ▪ Data is measured in bytes and are rounded up to kilobytes (KB) at the end or during a data session. Data usage may be presented on your bill as 	<p>We calculate your call usage by rounding up to the next full minute, and your data usage by rounding up to the next full kilobyte (KB).</p>

kilobytes, megabytes, or gigabytes (each, a “Data Increment”). You are charged for all data directed to your Device’s internet address, including sessions that support your Device functions (including any applications you have downloaded on your Device), as well as data sessions you did not initiate. Data charges may be rounded to the next cent if you are billed by a Data Increment. Data estimates are not reliable predictors of actual data usage.

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

<p>charges. Responses to call alert transmissions are treated as new push-to-talk transmissions even when responding within 6 seconds of receiving the alert. Push-to-talk billing methods are subject to change as we introduce new push-to-talk Services.</p>	
<ul style="list-style-type: none"> ○ Additional Fees. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and internet access. 	<p>Your bill may also contain fees for operator service or other services that you have used.</p>
<ul style="list-style-type: none"> ○ Surcharges. You agree to pay all Sprint surcharges (“Surcharges”), including, but are not limited to: Federal Universal Service; Regulatory and Administrative charges; gross receipts charges, and other charges. Surcharges are <i>not</i> taxes and are <i>not</i> legally required; rather they are part of our rates and we choose to collect them from you to recover certain costs. We will provide detail about any Surcharges on your invoice, and we may change them at any time. Information on Surcharges is provided during the sales transaction and is available on our website. 	<p>Your bill also contains surcharges.</p>
<ul style="list-style-type: none"> ● Paying Your Bill: <ul style="list-style-type: none"> ○ You must pay the full amount of your bill on the due date. If we do not receive payment in full by the due date, you may be assessed a late fee, which may be charged at the highest rate permissible by law and may be applied to the total unpaid balance. If we use a collection agency to collect unpaid 	

<p>balances from you, we may charge you for those costs. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. Certain methods of payment may have additional fees. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked “paid in full”) does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier’s check, money order, or other similar secure form of payment at any time for good reason.</p>	<p>Please pay your bill!!</p>
<ul style="list-style-type: none"> ○ If you provide your credit and debit card information to us at any time, you authorize us to charge your cards until successful for all delinquent amounts you owe us. Sprint may obtain updated information from card networks, issuers or other third-party sources. 	<p>We may keep your credit card information on file.</p>
<ul style="list-style-type: none"> ○ You agree to pay all federal, state, and local taxes, fees, and other assessments that we collect and remit to the government. These charges may change from time to time without advance notice. 	<p>You agree to pay taxes.</p>
<ul style="list-style-type: none"> ○ You agree to dispute charges on your bill within 60 days, by contacting us as described in your bill. Please remember to pay all undisputed charges on or before your bill’s due date. 	<p>You agree to contact us to dispute your bill within 60 days.</p>

• **Contacting You Regarding Billing And Collections**

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

We (and our agents) can contact you to talk about your bill and Services.

Software License

Sprint grants you a non-exclusive and non-transferable license or sublicense to use software, in accordance with the applicable software licensing terms. No rights are granted to source code. You cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. Sprint may block or terminate your use of any software if you fails to comply with applicable licensing terms. Sprint may revoke this license at any time.

You have a limited license to use the software on your Device.

<p>Location-Enabled Services</p> <p>Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 9-1-1 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device’s location information and use of location-enabled services.</p> <p>You agree that any authorized user may access, use, or authorize Sprint or third-party location-enabled applications through the Services. You understand that your use of any location-enabled applications is subject to the application’s terms and policies, including its privacy policy. If you activate location-enabled services for Devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.</p>	<p>Location enabled services, including GPS, (like Google Maps) are at the mercy of many factors, including network coverage and environmental factors.</p>
<p>Calling 9-1-1 Or Other Emergency Numbers</p> <p>Public safety officials advise that when making 9-1-1 or other emergency calls, you should always be prepared to provide your location information. Depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 9-1-1 operators may not know your phone number, your location, or the location of your Device. Sometimes, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 9-1-1 service (“E9-1-1”)—where enabled by local emergency authorities—uses GPS technology to provide</p>	<p>When you call 9-1-1, please be prepared to provide your location information! 9-1-1 operators may not be able to track the location of your Device, so please do not rely on your Device’s location information.</p>

<p>location information. Even when available, however, E9-1-1 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 9-1-1—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.</p>	
<p>If Your Device Is Lost Or Stolen Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not affect your Term Commitment, and you will still be responsible for an Early Termination Fee if you terminate Services early. You will still be responsible for any lease or installment billing obligations, as well as any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.).</p>	<p>Please let us know immediately if your Device is lost or stolen.</p> <p>Lost or stolen Devices don't get you out of your agreement with Sprint. For example, if your Device is stolen, you may still have an ETF or pay the balance of an installment billing agreement.</p>
<p>Disclaimer Of Warranties UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT</p>	<p>We provide you great Services, but not everything has a warranty.</p>

<p>PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN “AS IS” BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS</p>	
<p>You Agree That We Are Not Responsible For Certain Problems You agree that neither we nor any third party involved in providing Services are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (b) traffic or other accidents, or any health-related claims relating to our Services; (c) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 9-1-1, Enhanced 9-1-1 or otherwise; (d) interrupted, failed, or inaccurate location information services; (e) information or communication that is blocked by a spam filter; (f) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (g) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts.</p>	<p>Sometimes things happen for which no one can prepare. In the law, emergencies, unforeseen acts, or “acts of God” are referred to as <i>force majeure</i>, and Sprint will not be liable for any of them.</p>
<p>You Agree That Our Liability Is Limited - No Consequential Damages TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO</p>	

<p>THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.</p>	<p>We will not be liable for any damages exceeding the service charges you have paid us during the time at issue. We will not be liable for unforeseen damages, like lost profits.</p>
<p style="text-align: center;">DISPUTE RESOLUTION AND ARBITRATION</p> <p>PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS</p> <p>We want you to be happy with your Sprint Services. If, for some reason, we cannot resolve your concern to your satisfaction through calls to our customer care, you and Sprint each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If we cannot resolve the dispute, you and Sprint agree that we will resolve the dispute through individual binding arbitration or small claims court, instead of courts of general jurisdiction.</p> <p>Mandatory Arbitration And Waiver Of Class Action</p> <p>Instead of suing in court, you and Sprint agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, you and Sprint are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.</p> <p>In arbitration, there is no judge or jury. Instead, a neutral third-party arbitrator resolves Disputes in a less formal process than in court. In arbitration, there is limited</p>	<p>If we have a dispute, we agree to resolve it using arbitration or small claims court.</p> <p>We also agree to resolve our issues in a suit with only two parties (you and Sprint) instead of by class action (thousands of people and Sprint).</p> <p>In arbitration, an arbitrator replaces the judge and jury.</p>

discovery and a court review of the arbitrator's decision is limited. However, just as a court would, the arbitrator must follow the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

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

Dispute Notice And Dispute Resolution Period

Before initiating an arbitration or a small claims matter, you and Sprint each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting

Disputes are ANY (we really mean ANY) disagreements about our relationship. So let's not fight- okay?

information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: *General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191*. Sprint will provide a Notice of Dispute to you in accordance with the “How Do We Talk To Each Other About The Agreement?” section of this Agreement. Sprint will provide you a designated representative to work with to try to resolve your Dispute to your satisfaction. You and Sprint agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Sprint may commence an arbitration proceeding or small claims action.

Arbitration Terms, Process, Rules And Procedures

(1) Unless you and Sprint agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the “JAMS Rules”), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at www.jamsadr.com. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

Before starting anything legal, let us know what the problem is and your proposed solution in writing.

The arbitration will be heard by a single arbitrator, follow a standard set of rules (known as the JAMS Rules) and will be located in your home county of your billing address.

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

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. **YOU AND SPRINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both you and Sprint expressly agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

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

(5) An arbitrator’s award will be a written statement of the disposition of each claim and will also provide a concise written statement

The Federal Arbitration Act (“FAA”) applies to this Agreement and arbitration provision.

We feel very strongly that we should resolve claims on an individual, and not class, basis.

Sprint will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator’s services.

<p>of the essential findings and conclusions which form the basis of the award. The arbitrator’s decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.</p> <p>(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Sprint on your behalf.</p>	<p>The arbitrator will write an award explaining the decision and the findings and conclusions supporting it.</p>
<p>No Trial By Jury And No Class Action</p> <p>IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUNTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING. .</p>	<p>If somehow we end up in court, we agree that a judge will resolve our dispute rather than a jury and we will litigate individually instead of as part of a group, or class.</p>
<p>Indemnification</p> <p>You agree to indemnify, defend, and hold Sprint and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or</p>	

<p>relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices regarding location-enabled services; failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.</p>	<p>If someone sues Sprint from something you actually caused, you will be on the hook to the person suing.</p>
<p>Other Important Terms Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it, unless we agree to the assignment. We can assign the Agreement without notice. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements—you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations, and commitments in the Agreement that—by their nature—would logically continue beyond the termination of Services (for example, those relating to billing,</p>	<p>The law of your home state (as printed on your bill) applies to this Agreement. This Agreement is only between you and Sprint, and only benefits the two of us. The Agreement between us does not contain any discussions you may have had with our employees – it only includes what is written or incorporated in this document.</p>

payment, 9-1-1, dispute resolution, no class action, no jury trial) survive termination of Services.	
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