Sprint PCS Vision sM Picture Phone PM-A740 by Samsung[®]



One Sprint, Many Solutions."

Sprint PCS Service

www.sprintpcs.com

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How to Use This Guide

Thank you for choosing Sprint PCS Service

Sprint has the most complete, all-digital wireless network in the nation. Depend on it. With Sprint PCS Service, we give you what you really want from a wireless service provider - clear calls, easy-to-understand service plans, and self-servicing options for managing your account. All this is designed to make your life easier and worry free.

We know you're eager to start using your phone right away, and the three sections of this guide are designed to help you do just that.

- **1 Getting Started.** The first section will guide you through the steps required to set up your Sprint PCS Service. Blank spaces are provided so you can write down important information that you'll want to remember, things like your new Sprint PCS Phone Number and account passwords.
- **2** Basics of Your Sprint PCS Phone. The second section will guide you through the basics of your phone and service with quick, easy-to-follow instructions.
- 3 Safety and Terms & Conditions. The final section emphasizes important performance and safety guidelines and outlines the terms and conditions of service for your Sprint PCS Phone and Service.

Visit www.sprintpcs.com to learn about advanced features and for more information.

Welcome and thank you for choosing Sprint.

Getting Advanced Phone and Service Information

This guide covers your phone's basic features and services. To learn how to use all the advanced features of your phone and service, visit www.sprintpcs.com and sign on to your account management page with your Sprint PCS Phone Number and password. There, under the "My Phone & Plan" section, you'll have access to your complete phone User's Guide.

Your online phone User's Guide provides information on basic and advanced features and services, such as:

- ♦ Learning Advanced Dialing Options
- ♦ Managing Your Call History
- ♦ Using Advanced Messaging
- ♦ Using Advanced Contact Options
- ♦ Using Your Phone's Advanced Settings
- ♦ Setting Your Phone's Security
- ♦ Using Your Personal Organizer
- ♦ Using Advanced Features of Sprint PCS Vision[™]
- ♦ Understanding Your Phone's Internal Menu
- And more

Getting Started

Activating and Using Your Sprint PCS Service

Have these things ready before you call to activate your Sprint PCS Service

- Your Sprint PCS Phone (Make sure it's fully charged)
- Your Social Security number
- Your driver's license number
- •Your Electronic Serial Number (also known as ESN; refer to step 4 on page 4 to locate the number)
- •The city and state where your phone will primarily be used
- •A pen

Setting up your service — You choose the way

- From your Sprint PCS Phone, press (ZABO) (TALK).

- or -
- •Use a phone other than your Sprint PCS Phone dial 1-888-715-4588

3

Your Sprint PCS Account Passwords

As a Sprint PCS customer, you enjoy unlimited access to your personal account information, your voicemail account, and your Sprint PCS Vision account. To ensure that no one else has access to your information, you will need to create passwords to protect your privacy.

If you are the account owner, you'll have an account password to sign on to www.sprintpcs.com and to use when calling Sprint Customer Service. Your default account password is the last four digits of your Social Security number. If you are not the account owner (if someone else pays for your Sprint PCS Service), you can get a sub-account password at www.sprintpcs.com.

My Account Password is:	

You'll create your voicemail password when you set up your voicemail.

My Voicemail Password is:	
	/

If you have a Sprint PCS Vision Phone, you can set up a Sprint PCS Vision Password. This optional password may be used to authorize purchase of premium content and to protect personal information on multi-phone accounts.

My Sprint PCS Vision Password is:	_
	_

For more information or to change your passwords, sign on to www.sprintpcs.com or call Sprint Customer Service at 1-888-211-4PCS (4727).

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Finding your phone's ESN

The ESN, or Electronic Serial Number, is an 11-digit number written on the barcode sticker attached to the phone. If you set up service using your Sprint PCS Phone, the network automatically communicates the ESN to Sprint. You'll only need this number when you're calling Sprint to set up your service from a phone other than your new Sprint PCS Phone. To find your phone's ESN, remove the phone's battery. (For more information about removing and replacing your battery, see "Installing and Removing the Battery" on page 20.)

ESN:	

After writing down the ESN, replace the battery and turn your phone on by holding down the key for a few seconds.

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Sprint PCS Clear Pay[™] Program

☐ Check this box if you are on the Sprint PCS Clear PaySM Program. If you are not on the Sprint PCS Clear Pay Program, skip ahead to step 6 on page 7.

Follow these easy steps to continue enjoying your new Sprint PCS Service:

Keep track of your minutes

Dial from your Sprint PCS Phone (normal airtime usage charges will apply) or sign on to www.sprintpcs.com to find out how many minutes you have currently used within your service plan.

Make payments

If you have exceeded the minutes in your plan or you have a past due balance, you should make a payment to keep your service turned on. There are easy payment options, including:

- Sprint PCS Phone. Dial from your Sprint PCS Phone (posting time is 12 hours).
- Online. Sign on to your account at www.sprintpcs.com and click on "Pay Invoice" (posting time is 12 hours).
- Mail. Just drop a check or money order in your invoice reply envelope (posting time is 3-7 days).

■ Western Union®. Make a cash payment at any Western Union location simply by providing your Sprint PCS Phone Number on the Western Union Swiftpay® form. Press I was a way on your Sprint PCS Phone or dial 1-800-325-6000 from any phone to find a location near you. (Transaction fee applies; payment is credited to your account within 12 hours.)

If your service gets turned off:

- •In the event that your service has been turned off, you will receive a text message stating: "Your Sprint PCS Service has been turned off. Press to make a payment and turn service on."
- •The first time your service has been turned off, you will be connected to Sprint Customer Service, where you may speak with a live Sprint PCS Clear Pay Program Specialist for further details and to pay your balance to get your service turned back on. You may also choose instead to be connected directly to our automated payment process to pay your balance to have your service turned back on. (In either instance, payment will be credited and service turned back on within 12 hours).
- •For any additional times that your service is turned off, you will be connected to our automated payment process. You will have to pay your balance to have your service turned back on (payment will be credited and service turned back on within 12 hours).

Note:

Until you speak with a specialist, you will be given the option to speak with a Sprint PCS Clear Pay Program Specialist each time your service has been turned off. Once you speak with a specialist, you will thereafter automatically be connected to our automated payment process.



Your new Sprint PCS Phone Number and Sprint PCS Vision User Name

Sprint PCS Phone Number

Sprint PCS Vision User Name

Your user name (for example, name@sprintpcs.com), is also your email address for Sprint PCS Mail. It is automatically assigned to you when you sign up for Sprint PCS Vision.

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Quick, easy options to manage your account

With Sprint Customer Service, there are two convenient options for managing your account.

• Manage it online - visit www.sprintpcs.com

Once you sign on, you can:

- View the details of your Sprint PCS Service Plan
- Find out how many minutes you have used and how many minutes are remaining in your plan
- View your current and previous three months invoices, including the call detail
- Make a payment
- Find out about Sprint PCS Products and Services
- Learn how to set up your voicemail
- And more

• Use your Sprint PCS Phone – press 🐔 🚛 🖽



Once connected, you can:

- Access a summary of your service plan
- Find out the number of minutes remaining in your plan for the current invoice cycle
- Access information about your most recent invoice
- Find out when your last payment was received
- Make a payment

Note:

Normal airtime charges will apply when calling * 4 GHI 4 GHI



Welcome and thank you for choosing Sprint.

Basics of Your Sprint PCS Phone

Your New Sprint PCS Phone



Your Phone's Features

- Speaker: The speaker allows you to hear the other caller and the different ring tones and sounds offered by your phone.
- Signal Strength Indicator: This icon represents the signal strength by displaying bars. The more bars displayed, the better the signal strength.
- Display Screen: This screen displays all the information needed to operate your phone.
- Headset Jack: Allows you to plug in an optional headset for safe, convenient, hands-free conversations.
- 5. **OK Key:** Pressing when navigating through a menu accepts the highlighted choice in the menu. If you press once in standby mode, the Pictures menu is displayed. If you press and hold, the camera is launched
- 6. Left Soft Key: This key is used to navigate through menus and applications by selecting the choice available in the Left Soft Key Option on your display screen.
- 7. Volume Key: Allows you to adjust the ringer volume in standby mode (with the flip open) or adjust the voice volume during a call. The volume key can also be used to scroll up or down to navigate through the different menu options. To mute the ringer during an incoming call, press the volume key up or down.

- 8. TALK Key: Allows you to place or receive a call. In standby mode, press the key once to access the Recent call log. If you press and hold the key down, you will initiate the Voice Recognition feature.
- Voicemail Key: Press and hold to automatically dial your voicemail.
- Numeric Keypad: Use these keys to enter numbers, letters, and characters.
- Shift/Asterisk Key: Enters the asterisk [*] character for calling features. In text entry mode, press to change the character input type.
- **12. Power Interface Connector.** The power interface connector is used to plug in the charging accessories.
- **13. Accessory Interface Connector:** This connector is used to connect any available accessory cables to your phone.
- **14. Microphone**: The Microphone allows the other caller to hear you clearly when you are speaking to them.
- **15. Space/Pound Key:** Enters the pound [#] character for calling features. In text entry mode, press to enter a space.
- **16. BACK Key:** Deletes characters from the display when you are in text entry mode. When in a menu, press to return to the previous menu. This key also allows you to return to the previous screen in a Sprint PCS Vision session.
- **17. END Key**: Ends a call. Press and hold this key for a few seconds to turn your phone On or Off. While in the main menu, it returns the phone to standby mode and

- cancels your input. When you receive an incoming call, press to enter silent mode and mute the ringer.
- **18. Navigation Key:** This key allows you to scroll through the phone menu options and provides a shortcut to phone functions from standby mode.
- 19. Right Soft Key: This key is used to navigate through menus and applications by selecting the choice available in the Right Soft Key Option on your display screen.
- **20. Camera Key:** Allows you to launch the Camera with the press of a button when the flip is open. When the flip is closed, you can press and hold to launch the camera using the outside LCD as a viewfinder.
- **21. Vibrate/Ringer Indicator**: This icon indicates whether the ringer is set to ring only, ring and vibrate, or vibrate only.
- 22. Battery Indicator: The battery indicator displays the amount of remaining battery charge currently available in your phone. When all bars are displayed in the battery icon, the phone's battery is fully charged. When no bars are displayed, the phone's battery is completely discharged or empty.
- **23. Position Location:** This icon indicates that the position location feature is active.

Viewing the Display Screen

This list identifies the symbols you'll see on your main LCD screen

displays your current signal strength. The more lines you have, the stronger your signal.

means your phone cannot find a signal.

tells you a call is in progress.

indicates that you have voicemail, text, numeric pages, picture messages, video messages, or Sprint PCS Web Alert messages waiting. Press briefly to see a list of pending messages or press and hold to dial your voicemail box.

indicates that there is an unread message in your inbox.

indicates that the text message has been read.

indicates that there is an unread urgent message in your inbox. (Icon is orange.)

indicates that you have read the urgent message. (Icon is orange.)

indicates that you have new picture mail waiting in your inbox.

indicates that you have new voicemail.

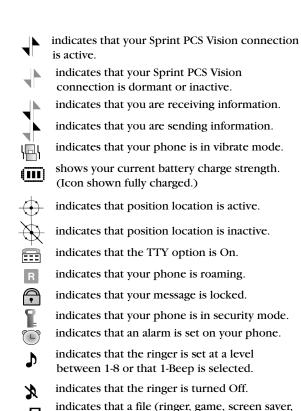
indicates that the message was sent.

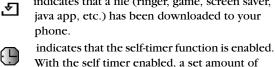
indicates that the message failed to send.

indicates that the message is a draft.

indicates that you have a pending message.

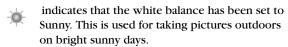
indicates that there is URL text contained in the text message.





indicates that the white balance has been set to Auto. This automatically adjusts the white balance.

time is required prior to taking a picture.



- indicates that the white balance has been set to Cloudy. This is used for taking pictures outdoors under cloudy conditions.
- indicates that the white balance has been set to Tungsten. This is used for taking pictures indoors under normal lighting conditions.
- indicates that the white balance has been set to Fluorescent. This is used for taking pictures indoors under fluorescent lighting conditions.
- indicates that the white balance has been set to Manual. This is used for taking pictures indoors or outdoors using your own custom settings.
- indicates that a picture has been assigned a function. An example may be Picture ID, Screen saver, or Incoming Call.
 - indicates that a picture has been uploaded to an online album or folder.
 - indicates that a picture has been downloaded.

Turning Your Phone On and Off

Turning Your Phone On

- 1. Fully extend the antenna to receive the best reception.
- 2. Press . (The phone will display "Entering Sprint Service Area," then it will automatically enter standby mode the phone's idle state. At this point, you're ready to begin making and receiving calls.)

Turning Your Phone Off

Press for a few seconds until the ending animation is started.

Setting the Language

- 1. Highlight **Settings (Ajustes)** and press .
- 2. Press for Others (Otros).
- 3. Press for Language (Idioma).
- 4. Press up or down to select **English** or **Español** and press .

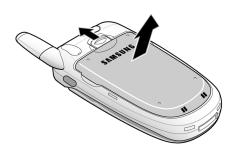
Using the Battery and Charger

Installing and Removing the Battery

➤ To install, insert the battery into the opening on the back of the phone and gently press down until the latch snaps into place.



▶ To remove, make sure the power is off. Press the battery release latch up and remove the battery from the phone at a 45-degree angle.



Charging the Battery



It is vital that you use only the Sprint-approved Travel Charger specifically designed for your phone. Use of unauthorized accessories could damage your phone and invalidate your warranty.

To use the travel charger:

- Insert the end of the travel charger connector into the power interface connector.
- 2. Plug the other end into a standard wall outlet.

When the Travel Charger is used to charge the battery, a red light is displayed when the flip is closed. When the flip is open, an animated battery icon is displayed on the screen.

When the battery is completely charged, a green light is displayed, or if the flip is open, the battery animation is stopped and the battery icon is displayed with all bars.

It takes about 4 hours to fully recharge a completely rundown battery.

Making and Answering Calls

Making Calls

- 1. Make sure your phone is on.
- 2. Enter a phone number. (If you make a mistake while dialing, press (BACK) to erase one digit at a time or press and hold (BACK) to erase the entire number.)
- 3. Press (TALK) to place the call.
- **4.** When you're finished, close the flip or press (END).

Answering Calls

- Make sure your phone is on. (If your phone is off, incoming calls go to voicemail.)
- 2. When your phone rings or vibrates, answer the call by pressing (Depending on your settings, you may also answer a call by opening the flip or by pressing any key.)
- 3. To end the call, close the flip or press (END).

Signal Strength

You can see the strength of your signal by the signal indicator (| On your phone's display screen. Call quality and signal strength are always best when the antenna is fully raised. If you're inside a building, being near a window may give you better reception.

Entering Text

Your Sprint PCS Phone provides four different ways to enter words, letters, punctuation, and numbers whenever you are required to enter text (for example, when entering a Contact entry or when using the phone's messaging features). They are:

- T9 (English) Allows you to enter text using a predictive text entering system that reduces the amount of keys that need to be pressed while entering a word.
- Alpha Allows you to cycle through the alpha characters associated with the letters on the keypad.
- **Symbol** Allows you to enter symbols using the keypad.
- **Number** Allows you to enter numbers by pressing the corresponding number on the keypad.

To enter text using Alpha:

- 1. From a text entry screen (for example, a contact entry), press and select **Alpha**.
- 2. Use your keypad to enter the contact's name. (For example, to enter "Bill," press with twice, three times, and three times again.)

Note:

To explore the various methods available for entering text on your Sprint PCS Phone, see your phone's online User's Guide at www.sprintpcs.com.

Controlling Your Roaming Experience

Your phone is dual band/tri mode, which means you can make and receive calls while on the Sprint Nationwide PCS Network and you can also roam on other analog and 1900 and 800 MHz digital networks where we've implemented roaming agreements with other carriers. To learn more about roaming, visit www.sprintpcs.com.

Your phone has several features that let you control your roaming experience.

Setting Your Phone's Roam Mode

- 1. Press (...).
- 2. Highlight **Settings** and press .
- 3. Press (8 TUV) for Others.
- 4. Press for Roaming.
- 5. Press for **Set Mode**.
- **6.** Select the desired option and press .
 - Automatic: Searches for alternative wireless networks when Sprint PCS Service is not available.
 - Roaming Only: Forces the phone to seek a roaming system. The next time the phone is turned on, the previous setting is restored.
 - Sprint: Lets you make and receive calls only on the Sprint Nationwide PCS Network and prevents roaming.
- 7. Press for **Done** to save your settings and exit.

Call Guard

Call Guard reminds you when you are making or receiving a roaming call and requires you to take additional steps before placing or answering roaming calls. These additional steps are not required when you make or receive calls while on the Sprint Nationwide PCS Network, or if your Sprint PCS Service Plan includes roaming.

To turn Call Guard on:

- 1. Press (:).
- 2. Highlight **Settings** and press .
- 3. Press (Bruy) for Others.
- 4. Press for Roaming.
- 5. Press (2ABC) for Call Guard.
- **6.** Select **0n** or **0ff** and press .

To place roaming calls with Call Guard on:

- 1. From standby mode, dial 1+area code+seven digit number and press (Aux). (A prompt will display.)
- Press to accept the roaming rates and place the call.

To answer incoming calls with Call Guard on:

 Press to accept the roaming rates and answer the call.

Feature Availability

- You can make and receive calls while roaming.
- You will have access to voicemail while roaming.
- Other features which are standard on the Sprint Nationwide PCS Network, such as Call Waiting, Sprint PCS Voice Command, and Sprint PCS Vision are unavailable while roaming.

Using Contacts

Saving Phone Numbers

1. From standby mode, enter a phone number and press . (The **Save As** screen will display.)



The Add New Entry screen does not display for the first entry saved into the contacts. Skip to step 3 if you are entering the first number in the contacts.

2. Highlight Add New Entry and press .



Note:

If the **Existing Entry** option is selected, navigate through the contacts to select the desired entry and then proceed to step 3.

- 3. Select a label by highlighting Home, Work, Mobile, Pager, Fax, or No Label and press .
- 4. Enter a name for the entry using the numeric keys. (Press to change the entry method between T9 [English]. Alpha. Symbol. and Number.)
- **5.** When you are finished entering the name, press to return to the contact entry.



6. Press (1) to save the entry.

Finding Phone Numbers

This feature allows you to search for phone numbers saved in your contacts by entering the last four digits of the phone number. When searching, you must enter the digits in sequential order starting from the last number. For example: if you have a number saved as "555-555-1234", you can enter "1234" and a match will be found. If you enter "5551", no match will be found since the numbers are not the last four digits.

To find a phone number:

- 1. Enter the last four numbers of a phone number, press , and select **Find**. (A list of possible matches is displayed.)
- 2. Use your navigation key to display the desired entry.
- 3. To dial the number, highlight it and press for **Call**.

Making a Call From Your Contacts

- 1. Press it to display the **Find** feature of the Contacts.
- 2. Enter the first few letters to locate the desired entry.
- 3. Scroll to highlight the name and press to make the call.



If an entry has more than one phone number, use your navigation key to display the number you want to call and press TALK to make the call.

Changing Your Phone's Settings

You can customize many of your phone's functions, from display and sounds to messaging and security, through the Settings menu. Below are just a few examples of how to navigate and use the Settings menu.

Airplane Mode

When your phone is in Airplane Mode, it cannot send or receive any calls or access online information. You may still use the phone's other features, such as Games, Memo Pad, Voice Memos, etc. When Airplane Mode is enabled, a message (Phone Off) is displayed on screen.

To access airplane mode:

- 1. Press 🔝.
- 2. Highlight **Settings** and press .
- 3. Press for Airplane Mode.
- **4.** Press the navigation key up to select **0n** and press .

Changing the Greeting

You can customize the greeting displayed on your phone when it is in standby mode. Your greeting can contain up to 14 alpha-numeric characters.

To change the greeting:

- 1. Press (:).
- 2. Highlight **Settings** and press .
- 3. Press 📵 for Display.
- 4. Press 5 for Greeting.
- 5. Select **Sprint PCS** or **Custom** and press .
- 6. If you selected Custom, press to clear the name and then enter a new name using the keypad. When finished, press . (If you selected Sprint PCS, "Sprint PCS" will be the greeting.)

Adjusting the Ringer and Key Beep Volume

- 1. Press 🗐.
- **2.** Highlight **Settings** and press .
- 3. Press and for Sounds.
- 4. Press for Ringer Volume or for Key Tone.
- **5.** Highlight the desired sub-menu choice and press .
- **6.** Using the volume keys, select the desired sound setting and press .

Adjusting the Earpiece Volume During a Call

Press the volume keys on the side of your phone during the call.



TTY Use With Sprint PCS Service

A TTY (also known as a 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.

Your phone is compatible with select TTY devices. Please check with the manufacturer of your TTY device for connectivity information and to ensure that the TTY device supports digital wireless transmission.

When establishing your Sprint PCS Service, please call Sprint Customer Service via the state Telecommunications Relay Service (TRS) by first dialing Took Took Took Took Then provide the state TRS with this number: 866-727-4889

To turn TTY mode on or off:

- 1. Press \$\frac{1}{2}\$ \$\frac{
- 2. Press (to continue.
- 3. Press (a) up or down to select **Enable TTY** or **Disable** TTY and press .

IMPORTANT NOTICE:

Sprint recommends that TTY users make emergency calls by other means including Telecommunications Relay Services (TRS), analog cellular, and landline communications. Wireless TTY calls to 911 may be corrupted when received by public safety answering points (PSAPs) rendering some communications unintelligible.

For additional information and instructions regarding TTY use, please see your phone's online User's Guide at www.sprintpcs.com.

Sending and Receiving Messages

Setting Up Your Voicemail

- 1. Press and hold .
- Follow the system prompts to create your pass code and record your greeting.

Retrieving Your Voicemail Messages

▶ Press and hold 📵 . (Follow the system prompts.)

Accessing Your Voicemail From Another Phone

- 1. Dial your Sprint PCS Phone Number.
- 2. Press when your voicemail answers.
- 3. Enter your pass code.

Sprint PCS Service Features

Call Waiting

To respond to an incoming call while you're on a call:

- 1. The screen displays the incoming call and a tone is heard. Press (rack) to accept the call and place your existing call on hold.
- 2. To switch between callers, press (ALK).



3. When you're finished, press (END).



Call Forwarding

Call Forwarding lets you forward your calls to another number. You can still make calls from your phone while this is activated. There is a per-call charge for this service.

To activate:

- 1. Press Shirt Trans 2 ABC.
- 2. Enter the area code and phone number to which your calls should be forwarded.
- 3. Press (You will hear a tone confirming the activation of Call Forwarding.)

To deactivate:

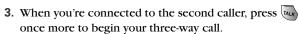
- 1. Press Shirt Trans 2 ABC Onco.
- 2. Press (You will hear a tone confirming the deactivation.)

Three-Way Calling

Talking with two different people at the same time is made easy with Three-Way Calling.

To place a three-way call:

- 1. Enter a number you wish to call and press (TALK).
- Once you have established the connection, press to place the first caller on hold and then dial the second caller's phone number.



If one of the people you called hangs up, you and the remaining caller stay connected. If you initiated the call and are the first to hang up, all three callers will be disconnected



When using Three-Way Calling, normal airtime rates will be charged for each of the two calls.

Sprint PCS Voice CommandSM

With Sprint PCS Voice Command, you can call a number just by saying a name.

Getting started with Sprint PCS Voice Command

Press to contact Sprint Customer Service, activate the service, and set up your account right from your Sprint PCS Phone. (There is a monthly charge for Sprint PCS Voice Command.)

Setting up your Personal Address Book

- 1. Press Follow the system prompts. (You'll hear a tone followed by the prompt "Ready.")
- Say "Add Name" to begin setting up your Personal Address Book.

Making a call with Sprint PCS Voice Command

- 1. Press (You'll hear a tone followed by the prompt "Ready.")
- **2.** After the prompt, say "Call" and the name of the person or the number you want to call. (Your request will be repeated and you will be asked to verify.)
- Say "Yes" to call the number or person. Say "No" to cancel.

Sprint PCS Visionsm

Getting Started With Sprint PCS Vision

To access detailed instructions on using Sprint PCS Vision services, visit www.sprintpcs.com and download your phone's complete User's Guide.

To launch a Sprint PCS Vision connection:

- 1. Press .
- 2. Highlight **Web** and press . (The browser will launch and display the Sprint PCS Vision home page.)



Selecting **Always Auto-Connect** configures your phone to bypass the selection screen in the future.

- 3. From the Sprint PCS Vision home page, press to view the following:
 - 1. Home
 - 2. Forward
 - 3. Mark this Page
 - 4. View Bookmarks
 - 5. Search
 - 6. History
 - 7. Go to URL
 - 8. Show URL
 - 9. Refresh this page
 - 10. About Browser
 - 11. Restart Browser
 - 12. Preferences

- 4. Use your navigation key to scroll around and select from a variety of online services.
- **5.** End or exit your browser session by pressing (END).





For information on charges associated with features that use a Sprint PCS Vision connection, refer to your Sprint PCS Service Plan.

Sprint PCS Vision Services

With Sprint PCS Vision, you will have access to applications that let you stay in touch with family and friends, have fun, stay informed on the go, and make your phone unique. Features such as Web access, graphicallyenriched games, and sending/receiving digital pictures and videos will be available on select Sprint PCS Phones through the Sprint Nationwide PCS Network.



Sprint PCS Picture MailSM

Take digital pictures with your Sprint PCS Vision Picture Phone's built-in camera and send them to email addresses or other Sprint PCS Vision Phones.



Messaging

Send and receive email and text messages or chat on your Sprint PCS Vision Phone.



Games

Play exciting games with full-color graphics, sound, and vibration.



Ringers

Personalize your Sprint PCS Vision Phone by downloading and assigning different ringers to numbers in your address book.

Screen Savers

Download unique images to use as screen savers or make it easy to tell who's calling by assigning specific images to numbers in your contacts.



Web

Experience full-color graphic versions of popular Websites from your Sprint PCS Vision Phone.

Accessing Sprint PCS Vision Services

Sprint PCS Vision User Name

Your user name (for example, name@sprintpcs.com), is also your email address for Sprint PCS Mail. It is automatically assigned to you when you sign up for Sprint PCS Service.

To find your user name:

- 1. Press 🗓 .
- 2. Highlight **Settings** and press
- 3. Press for Phone Info
- 4. Press to display your user name.

Once your phone is activated, you are signed in and ready to connect to Sprint PCS Vision services at any time.

Sprint PCS Vision Symbols on Your Screen



Phone is not currently able to access Sprint PCS Vision service features.



Connection is active (data is being transferred). Outgoing calls can be made, but incoming calls go directly to your voicemail.



Connection is dormant. Your phone is connected, but no data is currently being transferred. Voice calls can be sent and received.

Sprint PCS Vision Billing Information

See your service plan for details on Sprint PCS Vision billing.

Your Phone's Special Features

Built-in Camera

Your PM-A740 by Samsung comes with an easy-to-use builtin camera, which allows you to instantly take, view, and share pictures with your friends and family.

Below are some basic instructions to get you started with your camera. For complete information on how to use your phone's camera and all its options, see the online User's Guide at www.sprintpcs.com.

To take a picture:

- 1. With the clamshell open, press and hold to activate Camera mode (see diagram on page 12). (The camera is now ready to take a picture.)
- Press left or right to increase or decrease the zoom level.
- **3.** Using the phone's main LCD as a viewfinder, aim the camera lens at your subject.
- **4.** Press **1** to take the picture.
- **5.** Press (BACK) to return to Camera mode.

To share Sprint PCS Picture MailSM:

- With the clamshell open, press to view the Pictures menu.
- 2. Press (2ABC) for My Pictures.
- **3.** Use the navigation key to select **In Camera** and press .
- 4. Use the navigation key to highlight the desired image and press to place a check mark in the box next to the desired image.
- **5.** Press for **Send Msg**.

Note: To select multiple pictures, press to place a check mark in the upper right corner of the image. Highlight the next image and press again. Continue until all desired images are selected.

- **6.** Select the desired **Send To** option and press (a).
- 7. Enter a mobile number and/or email address and press ... (Press ... twice to send the picture immediately or follow the remaining steps to add Audio, a Text Message, and more than one picture.)
- **8.** Press down to highlight the field under **Audio** and press .
- 9. Press it to begin the recording. (Press when finished or press to skip and return to the **Preview** menu.)
- **10.** Press the navigation key down to highlight the field under **Message** and press for **Add**.
- 11. Enter the text message using the keypad. (When finished, press / for **Next**.)

- **12.** Press the navigation key down to highlight the **Picture** section and press for **Change**.
- 13. Highlight the picture you wish to include and press to place a check mark in the upper left corner of the image. (Continue until all desired pictures are selected and press in for Next.)
- 14. Press for Send.

Note:

The first time you share Sprint PCS Picture Mail, you will be prompted to establish a Sprint PCS Picture Mail Website account and password. Enter a four- to eight-digit password and press . Once you receive confirmation, you may continue to upload and share pictures.

If your service plan does not include Sprint PCS Picture Mail, you will first be prompted to subscribe to the service for an additional monthly charge.

Tip:

Once your account is established, you may view and manage your pictures online at <u>picturemail.sprintpcs.com</u>, or on your phone by pressing the camera button and selecting **Online Pics**.

To delete pictures:

- 1. With the clamshell open, press to view the **Pictures** menu.
- 2. Press and for My Pictures.
- 3. Use the navigation key to select **In Camera** and press .
- 4. Press for Erase.
- **5.** Use the navigation key to select **Erase This** or **Erase All** and press .

To assign pictures to phone tasks:

- With the clamshell open, press to view the Pictures menu.
- 2. Press (2ABG) for My Pictures.
- **3.** Use the navigation key to select **In Camera** and press .
- **4.** Highlight the desired image using the navigation key and press for **Assign**.
- **5.** Use the navigation key to select one of the following:
 - Picture ID to display the picture for incoming calls from a specific Contact entry.
 - Screen Saver to display the picture as a screen saver.
 - Incoming Call to display the picture for all incoming calls. You can select either With Caller ID or No Caller ID
- 6. Press .

Tip:

Have fun getting to know your camera and its features before using it to capture important special events, such as weddings, birthdays, or graduations. For complete details, see your online User's Guide at www.sprintpcs.com.

Additional Features

Abbreviated Dialing

Abbreviated dialing allows you to enter a five- or six-digit prefix for commonly used phone numbers. This allows you to enter the last four or five digits of any phone number and then use the five or six digit prefix to dial the number.

To set up Abbreviated dialing:

- 2. Highlight **Settings** and press .
- 3. Press (8 TUV) for Others.
- 4. Press for Abbrev. Dial.
- **5.** Use the navigation key to select **0n** and press .
- **6.** Enter the five or six digit prefix number and press .

Contacts Match

Contacts Match allows you to enter the last 3-6 digits of a phone number stored in the contacts and press to dial without having to enter the remaining digits.

To activate Contacts Match:

- 1. Press <u>[]</u>.
- 2. Highlight **Settings** and press .
- 3. Press (8 TUV) for Others.
- 4. Press (2ABG) for Contacts Match.
- **5.** Use the navigation key to select **0n** and press .

Voice Memo

The Voice Memo feature allows you to record and save up to 10 one-minute long memos.

Scheduler

The built-in Scheduler offers several personal information management features to help you manage your busy lifestyle.

Location

Your Sprint PCS Phone is equipped with a Location feature for use in connection with location-based services that may be available in the future.

External Display

Your phone's external LCD display allows you to monitor the phone's status and to see who's calling without opening the phone.

Alarm Clock

Allows you to set three different alarms using the available phone ringers for the alert sound. The alarm allows you to select: Daily, Once, Mon to Fri, or Sat & Sun.

Task List

Allows you to create up to nine different tasks and assign each a priority level of low or high.

Memo Pad

Allows you to create up to nine, 64 character text memos to remind yourself of important thoughts or ideas.

Accessories for Your Phone

Standard Battery

Provides up to 3.0 hours of continuous digital talk time (up to 1.6 hours in analog) or up to 8 days of continuous digital standby time (up to 16 hours in analog).

Note:

Standby and talk times will vary depending on phone usage patterns and conditions. Battery power consumption depends on factors such as network configuration, signal strength, operating temperature, features selected, vibrate mode, backlight settings, browser use, frequency of calls, and voice, data, and other application usage patterns.

Extended Battery

Provides up to 4.0 hours of continuous digital talk time (up to 2.2 hours in analog) or up to 12 days of continuous digital standby time (up to 22 hours in analog).

Vehicle Power Adapter

This charging option enables you to power your phone and charge the battery at the same time. Plugs into any vehicle charging port.

Desktop Charger

Allows you to charge the phone in an upright position and open while siting on a desk.

Hands-Free Headset

Allows you to use your phone with the optional earpiece.

Portable Hands-Free Car Kit

Increase vehicle safety by being able to drive and talk with both hands on the wheel. Continuous charging allows you the convenience of a charged battery at all times. No complicated wired installations – just plug and use from any vehicle power outlet.

Travel Adapter

This lightweight, compact charger plugs directly into your phone to charge the battery while traveling. It plugs into any standard 110-220V 60 Hz outlet.

Leather Case

Made of the highest quality of leather to provide secure protection for your Sprint PCS Phone. Locking swivel clip is included for maximum convenience and ease of use.

Holster

Sleek design holds your Sprint PCS Phone in the most secure fashion. Locking swivel clip is attached for ease of use.

How to Order

These and other accessories are available for purchase at your local Sprint Store. You can also call the Sprint PCS Accessory Hotline (1-800-974-2221) or visit www.sprintpcs.com. Next day delivery is offered in select areas.

Safety and Terms & Conditions

Performance and Safety

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 signal 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 the 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 active, it periodically rechecks service availability or you can check it 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 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 a hybrid standard consisting of the

existing ANSI/IEEE standard and the guidelines published by the National Council of Radiation Protections 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 raised, fully-extended and over your shoulder.
- Try not to hold, bend or twist the phone's 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.



For the best care of your phone, only Sprint 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 your 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 stationary 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 at your local Sprint Store, or call the Sprint PCS Accessory Hotline[™] at 1-800-974-2221 or by dialing **# 2 2 2** on your Sprint PCS Vision Phone.

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 radiofrequency (RF) signals. However, RF signals from wireless phones may affect inadequately shielded electronic equipment.

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

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

Note:

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

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

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

Note:

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

Restricting Children's Access to Your Phone

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

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-approved batteries and desktop 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 32° F to 113° F (0° C to 45° C).
- Don't use the battery charger in direct sunlight or in high humidity areas, such as the bathroom.
- Never dispose of the battery by incineration.
- Keep the metal contacts on top of the battery clean.
- Don't attempt to disassemble or short-circuit the battery.
- The battery may need recharging if it has not been used for a long period of time.
- It's best to replace the battery when it no longer provides acceptable performance. It can be recharged hundreds of times before it needs replacing.
- Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:

```
Less than one month:
```

4° F to 140° F (-20° C to 60° C)

More than one month:

4° F to 113° F (-20° C to 45° C)

Disposal of Lithium Ion (Lilon) Batteries

For safe disposal options of your Lilon batteries, contact your nearest Sprint authorized service center.

Special Note: Be sure to dispose of your battery properly. In some areas, the disposal of batteries in household or business trash may be prohibited.

Note:

For safety, do not handle a damaged or leaking Lilon battery.

Acknowledging Special Precautions and the FCC Notice

FCC Notice

This 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 (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 void the phone warranty if said 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 Sprint supplied or approved carrying case, holster or other body-worn accessory. If you do not use a body-worn accessory, ensure the antenna is at least 1.0 inch (2.5 centimeters) from your body when transmitting. Use of non-Sprint approved accessories may violate FCC RF exposure guidelines.

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

Specific Absorption Rates (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 Sprint PCS Vision⁵⁴ Picture Phone PM-A740 by Samsung[®] are:

AMPS mode (Part 22):

Head: 1.28 W/kg; Body-worn: 1.25 W/kg

Sprint PCS mode (Part 24):

Head: 1.05 W/kg; Body-worn: 1.04 W/kg

FCC Radiofrequency Emission

This phone meets the FCC Radiofrequency Emission Guidelines. FCC ID number: **A3LSPHA740**. More information on the phone's SAR can be found from the following FCC Website: http://www.fcc.gov/oet/fccid.

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: Sprint PCS Vision $^{\rm ss}$ Picture Phone PM-a740 by Samsung $^{\rm *}$

Serial No.:

User's Guide Proprietary Notice

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

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    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
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User's Guide template version 3D (09-01-03)

Terms and Conditions & Warranty Information

Terms and Conditions of Services

(Effective June 30, 2004)

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

Please note these terms may not be the most current version. You can get a current version of the terms on our website at www.sprintpcs.com or by requesting a copy from us at 1-888-211-4PCS

A para solicitar esta literatura en español, por favor contactar a 1-888-211-4PCS (4727).

General. This agreement ("Agreement") covers the terms on which we agree to provide and you agree to accept any service or product we make available to you, including your wireless services, wireless devices, etc. (collectively "Services"). You accept this Agreement when you do any of the following: (a) provide your written or electronic signature; (b) accept through an oral or electronic statement; (c) attempt to or in any way use any of the Services; (d) pay for any Services; or (e) open any materials or package that says you are accepting when you open it. The Agreement includes the terms in this document together with the terms associated with the Services you select (as described in our marketing materials, e.g., service plan brochures, or on our website). You represent that you are at least 18 years old. In this document, we use the words "we," "us," "our" or "Sprint" to refer to Sprint Spectrum L.P. and its affiliates doing business as Sprint PCS.

Agreement. We may change the Agreement at any time with notice. Any changes to the Agreement are effective when we publish them. 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 we change a material term of the Agreement and that change has a material adverse effect on you, you may terminate the Agreement without an Early Termination Fee by calling 1-888-567-5528 within 30 days after the

changes go into effect. You understand and agree that taxes,
Universal Service fees and other charges imposed by the government
or based on government calculations may increase or decrease on a
monthly basis, and that this paragraph does not apply to any
increases in such taxes. Universal Service fees or other charges.

Activating Service. Before activation, we may check your credit and verify your identity. You must have and maintain satisfactory credit to receive and continue to receive Services. We may charge a nonrefundable activation fee, deposit, prepayment or other fee to establish or maintain Services.

Term Commitments. Unless we specifically tell you otherwise, our service plans require that you maintain service for a minimum term ("Term Service Plan"), usually 1 or 2 years. After satisfying this minimum term, your service plan will continue on a month-to-month basis unless you have agreed to extend the term for additional period(s). Certain service, promotional or product offers may require that you agree to or extend a Term Service Plan. As discussed below, we may charge you an Early Termination Fee if you deactivate a Term Service Plan before the end of the term.

Using Services. You agree to not use our Services in an unlawful, fraudulent or abusive manner. You may not resell or lease Services to anyone. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through our various Services, including the internet. Neither Sprint, its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through these Services. You are responsible for evaluating such content

You are also responsible for any use of our Services through any wireless device on your account including, but not limited to, use by children or minors. We strongly recommend that you closely monitor any such usage.

Changing Services. Changes to Services will generally be effective at the start of your next full invoicing cycle. In certain instances, the changes may take place sooner, in which case your invoice will reflect pro-rated charges. Certain changes may be conditioned upon payment of an Early Termination Fee or certain other charges.

Termination of Services. Consistent with this Agreement: (a) we may terminate Services at any time with notice to you and, in certain instances, without notice; and (b) you may terminate Services at any time with prior notice to us. Except as otherwise provided in this Agreement, IF YOU TERMINATE YOUR TERM SERVICE PLAN EARLY, OR WE DO SO FOR GOOD CAUSE, YOU WILL BE REQUIRED TO PAY THE APPLICABLE EARLY TERMINATION FEE ASSOCIATED WITH YOUR SERVICES. We will not charge an Early Termination Fee for deactivations consistent with our Return Policy or for service plans being provided on a month-to-month basis. If any Services are terminated before the end of your current invoicing cycle, we will not prorate charges to the date of termination, and you will not receive a credit or refund for any unused Services.

Wireless Devices, Numbers & E-mail Addresses, We did not manufacture your wireless device and we are not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on your device are any limited warranties extended by the manufacturer directly to you or passed on to you through us. Your device may not accept Services directly from any other carrier. You do not have any rights to any number, e-mail address or other identifier we may assign to your device or account; you may not modify, change or transfer any of these except as we allow or as allowed for by law. In certain instances, you may transfer your number from another carrier to us, or from us to another carrier. We do not guarantee that transfers to or from us will be successful. If you transfer your number away from us, the terms of this Agreement (e.g., Early Termination Fee, etc.) still apply. If a transfer to Sprint is not successful, you will be responsible for any discounts provided to you with the purchase of your device. See our printed in-store materials or visit www.sprintpcs.com for additional important information on number transfers.

Coverage. Available coverage areas for Services are generally identified in our mapping brochures and at www.sprintpcs.com. This may include coverage on our digital network (the "Sprint Nationwide PCS Network") as well as coverage we make available to you through agreements with other carriers ("off network" or "roaming" coverage). All coverage maps are high level representations of outdoor coverage and

there are gaps in coverage within areas shown as covered on the maps.

Coverage is not available everywhere, nor can we guarantee you will receive coverage at all times, or without interruptions or delays (e.g., dropped calls, blocked calls, etc.) in the coverage areas we identify. Actual coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, software, signal strength, your equipment, structures (including buildings in which you may be located), atmospheric, geographic, or topographic conditions.

Roaming Coverage. You are roaming anytime your phone indicates that you are roaming. Roaming coverage is only available with certain devices and, unless included as part of your Services, will result in additional charges. Roaming calls placed "manually" (through an operator or with a credit card) will always incur separate and additional charges. Depending on your phone settings, you may automatically roam if there is a gap or interruption in coverage within the Sprint Nationwide PCS Network coverage area and roaming coverage areas. See your phone guide for how to adjust phone settings. Certain features and services may not be available in roaming coverage areas (including PCS Vision, voicemail, call waiting, call forwarding, etc.).

Charges. Carefully review the terms of your Services. You will be assessed charges based on the terms of your Services including, without limitation, monthly recurring charges and charges based on actual usage (e.g., charges for long distance, roaming, call forwarding, directory assistance, etc.). Airtime and other time based usage charges are calculated from when your device first initiates contact with a network until the network connection is broken, whether or not you were actually successful in connecting to the intended destination. However, you will not be charged for voice calls that ring and do not pick up, or if you get a busy signal. For voice calls received by your device, you are charged from the time shortly before the phone starts ringing until the call is terminated. You are charged for an entire voice call based on the time period in which the call is initiated. Partial minutes of use are rounded up to the next minute.

Sprint PCS Vision Charges. Vision usage is measured in bytes, not in minutes. Bytes are rounded up to kilobytes. Usage rounding occurs at the top of each clock hour while in a session and at the end of each

session and is then charged to you based on the terms of your Services. Depending on your Services, usage may be charged against an allowance or on a fixed price per kilobyte. Usage charges may be rounded up to the next cent at monthly or other intervals. In certain instances, you may not know that your session has not ended. As long as your device is connected to our network, you will incur data usage charges. You will be charged for all data directed to the internet address (or "IP address") assigned to your device, regardless of who initiates the activity or whether your device actually receives the data. This includes, but is not limited to, the amount of data associated with the particular information/item (e.g. game, ringer, email, etc.), additional data used in accessing, transporting and routing this information/item on our network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. Based on these and a number of other factors (e.g., the specific application, network performance, etc.) data used and charged to you will vary widely, even for the same activity. Estimates of data usage - for example, the size of downloadable files - will not be accurate or a reliable predictor of actual usage. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services.

Taxes and Surcharges. We invoice you for taxes, fees and other charges levied by or remitted directly to federal, state, local or foreign governments including, without limitation, sales, gross receipts, Universal Service, use, and excise taxes. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Tax exemptions are not applied retroactively. We also invoice you for surcharges that we collect and keep to pay for the costs of complying with government programs such as number pooling and portability, and Enhanced 911 service; these charges are not the taxes nor government imposed assessments.

Invoicing & Payment. Invoicing cycles and dates may change from time to time. Monthly recurring and related charges for Services are generally invoiced one invoicing cycle in advance. Other charges are invoiced soon after they are incurred. Most usage is generally applied to the invoicing cycle in which they are incurred, but in some instances may be applied to subsequent invoicing cycles. You are

responsible for all charges associated with any device activated on your account, regardless of who used the device. You must pay all charges by the due date on the invoice. Past due amounts accrue late charges until paid at the rate of 5% per month or at the highest rate allowed by law and may result in immediate suspension of your account. If you agree to any auto-payment option through banking or credit account, we may initiate payment from the account for all amounts we invoice you without additional authorization or notice. Based on your credit or payment history, we may require certain forms of guaranteed payment as a condition of maintaining Services. If we invoice you for amounts on behalf of a third-party, payments received are first applied to amounts due to us. You may be charged additional fees for certain methods of payment and for payments denied 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. Disputed Charges. Disputes concerning any charges invoiced must

Disputed Charges. Disputes concerning any charges invoiced must be raised within 60 days of the date of the invoice. You accept all charges not disputed in this time period. Disputes can only be made by calling or writing us as directed on your invoice.

Account Spending Limit & Deposits. We may impose an account spending limit ("ASL") on any account without notice. We will notify you of an ASL based on your credit or payment history and may reduce the ASL at any time with prior notice. An ASL should not be relied on to manage usage on your account. We may suspend an account without prior notice when the account balance reaches the ASL, even if the account is not past due. Services can be restored upon payment of an amount that brings the account balance below the ASL and any past due amounts. If we require a deposit for you to establish or maintain an account, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time with notice for good reason. Except as we allow, a deposit may not be used to pay any 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, if any, on the deposit is subject to change. We may mix deposits with our other funds. If your account is terminated for any reason, we may without notice apply

your deposit to any outstanding charges. We may send any remaining deposit amounts to your last known address within 75 days after account termination. If the funds are returned to us, you may claim these funds for one year from the date of return. Any money held during this one-year period will not accrue interest for your benefit and are subject to a servicing fee charged against the balance. You forfeit any portion of the money left after the one-year period.

Other Sprint PCS Vision Terms. You will not receive voice calls while using Vision. Vision is not available for use with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Unlimited Vision plans/options may not be used with Sprint PCS phones or smart phones being used as a modem in connection with other equipment (e.g., computers, etc.) through use of connection kits or other phone-to-computer/PDA accessories, or Bluetooth or other wireless technology. We may terminate services without notice for any misuse. You may have access to certain games, ringers, screen savers and other items on our Vision site ("Premium Services") that are available for an additional charge. You will be billed for Premium Service purchases on your Sprint PCS invoice based on the charges as specified at purchase. Subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to any storage areas we may provide, including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day, or other time period).

Voice Command. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. See our printed in-store materials or visit www.sprintpcs.com for additional important information on this option.

Wireless Web. Wireless Web Services may be available depending on your device and Service plan/option. This is not a Vision service. Usage is calculated on minutes used and generally deducts from your Service plan minutes. See our printed in-store materials or visit www.sprintpes.com for additional important information on this option.

Lost or Stolen Equipment. If your device is lost or stolen, please notify us immediately by calling 1-888-211-4PCS. You are responsible for all charges incurred before you notify us of the loss or theft. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use

Messaging. You may incur charges in accessing, sending or receiving messages on your device. We may impose limits on the number of voicemail, text, email or other messages that can be retained through your account. Indicators of messages on your device, including mailbox icons, may not always provide an up to date indication of new messages and you may at times need to manually reset or clear your mailbox indicator. Legitimate messages may be interrupted by software aimed at prevention of SPAM or similar messages.

Caller ID. If you do not want people you call to receive the number assigned to your phone, call us at 1-888-211-4PCS 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 + TALK (or similar key). Caller ID blocking is not available when using Vision or Wireless Web services.

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. TTY doesn't work with all devices. If you have a TTY-capable device, it may not function effectively, or at all, when attempting 911 calls and should not be relied on for such calls

Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES OR WIRELESS DEVICE. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH PROBLEMS.

Limitation of Liability. Neither we nor our vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (a) act or omission by you, or another person or company;

(b) providing or failing to provide Services, including deficiencies or problems with your wireless device, our network coverage or Services (e.g., dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, any wireless devices or related accessories; (d) content or information accessed while using our Services, such as through the internet; (e) interruption or failure in accessing or attempting to access emergency services from your phone, including through 911, E911 or otherwise; or (f) 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. In the event we are found to be responsible to you for monetary damages relating to the Services (including wireless devices), you agree that any such damages will not exceed the pro-rated monthly recurring charge for your Services during the affected period.

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.

MANDATORY ARBITRATION OF DISPUTES. INSTEAD OF SUING IN COURT, YOU AND SPRINT AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES AGAINST EACH OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE SERVICES, ANY PHONES/EQUIPMENT, OR ADVERTISING, EVEN IF IT ARISES AFTER YOUR SERVICES HAVE TERMINATED, AND INCLUDING CLAIMS YOU MAY BRING AGAINST SPRINT'S EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, OR THAT SPRINT MAY BRING AGAINST YOU ("CLAIMS"). THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT AND ITS PROVISIONS, NOT STATE LAW, GOVERN ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THIS PROVISION DOES NOT PREVENT EITHER YOU OR SPRINT

FROM BRINGING APPROPRIATE CLAIMS IN SMALL CLAIMS COURT, BEFORE THE FEDERAL COMMUNICATIONS COMMISSION OR A STATE PUBLIC UTILITIES COMMISSION.

YOU AND SPRINT FURTHER AGREE THAT NEITHER SPRINT NOR YOU WILL JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO CLAIM EITHER SPRINT OR YOU HAS AGAINST THE OTHER SHALL BE RESOLVED ON A CLASS-WIDE BASIS; AND THAT NEITHER SPRINT NOR YOU WILL ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE. IF FOR ANY REASON THIS ARBITRATION PROVISION DOES NOT APPLY TO A CLAIM, WE AGREE TO WAIVE TRIAL BY JURY.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitration will be filed with and the arbitrator will be selected according to the rules of either JAMS or the National Arbitration Forum ("NAF"), or, alternatively, as we may mutually agree. We agree to act in good faith in selecting an arbitrator. The arbitration will be conducted by and under the then-applicable rules of JAMS or NAF, wherever the arbitration is filed or, if the arbitrator is chosen by mutual agreement of the parties, the then-applicable rules of JAMS will apply unless the parties agree otherwise. All expedited procedures prescribed by the applicable rules will apply. We agree to pay our respective arbitration costs, except as otherwise required by rules of JAMS or NAF, as applicable, but the arbitrator can apportion these costs as appropriate. The arbitrator's decision and award is final and binding, and judgment on the award may be entered in any court with jurisdiction.

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 attorneys' fees.

If any portion of this Mandatory Arbitration of Disputes section is determined to be invalid or unenforceable, the remainder of the Section remains in full force and effect.

Miscellaneous. You may notify us by calling us at 1-888-211-4PCS, or use that number to get our current address for written notice. We may send you notice to your last known address in our invoicing records, or by calling leaving you a voice message on your wireless device or home phone. Properly addressed written notice is effective three days after deposit in the U.S. mail, postage prepaid. 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. If either of us waives or fails to enforce any requirement under this Agreement in any one instance, that does not waive our right to later enforce that requirement. If any part of this Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. Section headings are for descriptive, non-interpretive purposes only. 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 us and replaces all prior written or spoken agreements.

Terms of Picture Mail Service

The Picture Mail service ("Service") – including access to and use of the services at www.picturemail.sprintpcs.com – is provided to you by Sprint under the following terms and conditions and incorporate the Terms and Conditions set forth at www.sprintpcs.com which include the Terms and Conditions of Service provided with your Sprint PCS Phone User's Guide, terms regarding copyright and trademark matters, and other terms relating to the use of our services. Your use of the Service indicates your acceptance of all of these terms (collectively "Terms"). Sprint may change these Terms from time to time at our discretion with or without notice to you. Any changes will be posted on the Service.

1. Eligibility

The Service is provided to individuals who are at least 18 years old and to minors who have parental permission. We encourage parents and guardians to take an active role in protecting the privacy and security of their children. If you as a parent have any concerns regarding this issue, please feel free to contact us at picturemail@sprintpcs.com.

2. Membership Fees

Picture Mail is available at an additional monthly charge (in addition to any charges you may pay for Sprint PCS Vision services) through Sprint and provides you basic services, such as the ability to store and share pictures taken on select Sprint PCS Vision Picture Phones or devices. Additional features or services (beyond basic services) may also be available from time to time for an additional charge. If you have previously not signed up for the Service with activation of your Sprint PCS Service Plan, you may add this Service to your account for an additional monthly charge through a Sprint PCS Vision Picture Phone

3. Picture Mail Password

We will have access to your Picture Mail Password and User Name. We may remind you of your password, at your request, by sending an email to the address you used when creating your account. We will not disclose your Picture Mail Password to third parties, but we may access your account if necessary to maintain the Service, to comply with lawful requests from governmental authorities, or in response to court orders, subpoenas, complaints.

4. Photo Loss

Sprint does not warrant that pictures or albums stored will not be deleted, modified or damaged. If pictures or images are particularly valuable, have sentimental or other intangible value or are otherwise unique or irreplaceable, reliable storage alternatives should be used, including hard copy duplication and electronic back up and storage.

5. Use of Related Software

Any software that is provided for download and installation on your personal computer or electronic device in connection with the Service is licensed under the terms and conditions of a separate software license agreement. These license agreements are available for your review upon download, installation and/or use of that software

6. Use of Picture Mail

Solely for the purposes of displaying your pictures to selected persons and fulfilling your print orders, you grant us permission to use, download, upload, copy, print, display, reproduce, modify, publish, post, transmit and distribute any material included in your albums.

7. Member Conduct

- (a) In consideration for use of the Service, you agree to provide true, accurate, current and complete information about you as prompted during the registration process, and to maintain and update this information to keep it true, accurate, current and complete.
- (b) You are responsible for maintaining the confidentiality of your Picture Mail Password and Account, and you agree to be fully responsible for all activities which occur through anyone's use of your Picture Mail Password or account, whether or not authorized by you. You agree to notify Sprint immediately of any unauthorized use of your password or account or any other breach of security.
- (c) You must provide at your own expense all equipment and software required to use the Service, including computer and photography equipment, application software, modems, and access to the Internet. We are not responsible for delays resulting from incompatibility of such equipment and software, or from improper configuration or maintenance of such equipment and software.
- (d) While we do not control the content of any member submissions to the Service and do not have any obligation to monitor such content, if we have any reason to believe that any language, content, graphics or other materials contained within your content is inappropriate, we may, in our sole discretion, refuse to process any print orders, remove your pictures from our servers, suspend your account, restrict access to it, remove content from it, or terminate it.
- (e) You agree (1) not to use the Service for illegal purposes; (2) not to interfere with or disrupt the Service or servers or networks or software or data connected to the Service; (3) to comply with all requirements, procedures, policies and regulations of networks connected to the Service; and (4) to comply with all applicable laws regarding the transmission of technical data exported from the United States. You agree to abide by all applicable local, state, national, and international laws and regulations in your use of the Service and in your use of any software downloaded from the Service, including, without limitation, copyright, trademark, obscenity and defamation laws.

(f) You agree not to interfere with the use and enjoyment of the Service by other users of the Service. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Service.

(g) You agree not to transmit through the Service, or upload to it (1) any pictures or other content in violation of the copyrights, privacy rights or other rights of any other person; (2) any unlawful, harassing, libelous, privacy invading, abusive, hateful, threatening, harmful, vulgar, defamatory, obscene or otherwise objectionable material of any kind; (3) any material that violates the rights of another, including, but not limited to, the intellectual property rights of another; (4) any material that harms minors; (5) any material that violates any applicable local, state, national, or international law or regulation; or (6) "junk mail," "spam," "chain letters," or unsolicited mass distribution of email.

8. Privacy Statement

In order to register you as a member of the Service, we ask you to supply us with some basic information (email address, user selected Picture Mail Password, name) during the registration process and, occasionally, at other times while using the Service. All uses of your information will be in accordance with our privacy policy, as set forth in the following Privacy Policy. As this policy may be updated from time to time, a current version can be found at www.sprintpcs.com.

PRIVACY POLICY

(a) Sprint respects the privacy of its customers, and other individuals and businesses using the Websites owned and operated by Sprint and its Affiliates ("Sprint Websites"). This updated Privacy Policy effective October 22, 2001, is to keep you informed about the types of information collected on Sprint Websites and how the information is used and protected. The revised Privacy Policy includes information about advertisements on Sprint Websites and access to your account information.

Sprint protects the privacy of its local, long distance and wireless customers consistent with the Federal Telecommunications Act and

rules and regulations issued by the Federal Communications

Sprint's Privacy Policy for its high speed Internet services can be accessed at: www.sprint.com/privacypolicy/broadbandservices.

There are two types of information that may be exchanged between the Sprint site and the user during each visit to a Sprint site. They are:

- 1. General technical data transmitted between your computer and the Sprint site that does not identify you personally.
- Personally identifiable information that you voluntarily share. The types of personally identifiable information that you might share include your name, address, phone number, email address and credit card number.

(b) Anonymous Information

In order to provide you with the information and services that you look for from the Sprint Websites, Sprint gathers certain types of information from you that are not personally identifiable. This is called anonymous information and includes:

- 1. The type of Internet browser you use when you visit
- 2. The types of computer operating system you use
- 3. The search engine you use to access the Sprint Websites (such as "AOL.com," "Yahoo.com" or "Go.com")
- 4. The specific Sprint Website that you visit (<u>sprint.com</u>, <u>sprintpcs.com</u>, etc.).

The anonymous information collected is not associated with you personally or your business. Sprint uses this anonymous information in the aggregate to improve Sprint Websites and the services we provide through those sites.

(c) Use Of Cookies

Sprint Websites may use "cookies" to collect the anonymous information described in this Privacy Policy. Cookies are bits of encrypted data that are loaded by a Sprint server onto your computer or other device when you visit a Sprint Website. The server can retrieve the cookies the next time you visit a site and use them to identify the computer as a return visitor. Sprint uses cookies to collect

non-personally identifiable information and generically track usage patterns on the Sprint Websites in order to monitor activity and administer the sites. Sprint also uses information obtained from cookies to improve Sprint Websites, and make decisions concerning advertising, product offerings and services. Most users can disable cookies from their Internet browsers, receive a warning before a cookie is placed on their computer, and erase all cookies from their computer hard drives by following the instructions provided by the browser.

(d) Advertisements On Sprint Websites

Advertising companies deliver ads on some Sprint Websites. You should be aware that when you click on these ads, the advertising companies may also deploy cookies to receive anonymous information about ad viewing by Internet users on Sprint Websites and other Websites. This information is associated with your Web browser, but cannot be associated with your name or email address without your permission. Therefore, advertising companies may know where your computer goes on the Web, but they do not know who you are unless you tell them. Sprint does not provide personally identifiable information about its customers or Sprint Website visitors to these advertising companies.

(e) Personally Identifiable Information

Sprint may ask you to provide what is often referred to as "personally identifiable information" such as your name, address, telephone number and email address when you use Sprint Websites to: purchase a service or product online, enter a contest or sweepstakes, ask to receive information, respond to a survey, register with a Sprint Website, access your account, ask for a personalized service, request customer service online, or apply for a job. You always have the alternative of mailing or calling Sprint with the information requested if you do not wish to provide it online. Personally identifiable information provided at a Sprint Website to order Sprint services other than Internet services will be protected in the same manner as when the information is provided by other means such as over the telephone or by mail. We protect customer information obtained from the local, long distance and wireless service customers of Sprint consistent with federal laws governing telecommunications services

and with regulations issued by the Federal Communications Commission. Sprint's Privacy Policy for its Internet services can be accessed at: www.sprint.com/privacypolicy/broadbandservices.

We use personally identifiable information provided at a Sprint Website in the following ways unless otherwise specified:

- 1. For its intended purpose (such as to complete an online order for service).
- To provide you with information about new Sprint PCS Products and Services or products and services offered in conjunction with Sprint business partners.

(f) Disclosure To Third Parties

Sprint will not sell or disclose to outside parties any personally identifiable information obtained from a Sprint online service or the registration at a Sprint Website without your consent except under the following circumstances:

- 1. When required by law,
- 2. When disclosure is necessary to protect the safety of a customer, third party or Sprint's property,
- 3. If it is required in connection with any sale or transfer of all or a portion of Sprint's assets.

When Sprint uses agents, contractors or other companies to perform services on its behalf, Sprint will require that they protect your personally identifiable information consistent with this Privacy Policy. Sprint may share the anonymous information described in this Privacy Policy with third parties from time-to-time.

(g) Email Communications

Email is an increasingly popular communication tool through which you and your business may communicate with Sprint. Likewise, Sprint may use email to communicate with you, respond to your email, and to tell you about new products and services. If you do not wish to receive email promotions and new products and service announcements from Sprint, please follow the instructions that appear at the end of the email communication that you receive from Sprint to have your name removed from the list.

(h) Security

Sprint utilizes several encryption methods to ensure that the data you submit on any of the Sprint Websites is secure. Through this "secure session," information that you input into a Sprint online order form will be sent and will arrive privately and unaltered at a Sprint server. This security prohibits access to your information by other companies and Web users.

(i) Children

Sprint does not intend to collect personally identifiable information from individuals under 18 years of age. If Sprint becomes aware that a user who is under 18 is using a Sprint Website, Sprint will specifically instruct that individual that they are not to submit information on Sprint Websites without a parent or guardian's consent. If a child has provided Sprint with personally identifiable information without the knowledge of Sprint, a parent or guardian of the child may contact Sprint at privacy@mail.sprint.com and Sprint will delete the child's information from our existing files.

(j) Links

Some Sprint Websites contain links to other Websites that are owned and operated by parties other than Sprint. Please be aware that this Privacy Policy does not extend to any Websites other than those owned and controlled by Sprint.

(k) Account Information

You may always contact us at privacy@mail.sprint.com or by telephone or mail to verify your name, address, email address, telephone number and/or billing information. Sprint will correct any information that is inaccurate.

(I) Questions

If you have questions or comments regarding this Privacy Policy, you may contact us at privacy@mail.sprint.com. If you have submitted personally identifiable information, and would like that information deleted from our records, please contact us at our email address, privacy@mail.sprint.com. We will use reasonable efforts to delete that information from our files.

(m) Updates

Sprint may amend this Privacy Policy from time-to-time. These changes will be posted online.

9. Usage and Storage

We and our suppliers assume no responsibility for: (1) any full or partial loss, deletion or failure to store your pictures or any other data; (2) any notice or lack of notice of such loss, deletion or failure to store your data; or (3) any correct or erroneous informing of or failure to inform user of such loss, deletion or failure to store your data. From time to time we may establish an upper limit on the size of data storage that you are permitted to use on the Service and/or an upper limit on the frequency or amount of usage that you are permitted on the Service or related software. We may establish a reasonable period of time (for example, three months) such that if you do not use the Service at least once during such period, we may terminate the Service to you for non-use, and delete pictures and other data that you may have stored through the Service.

10. No Resale of Service or Software

Your membership account is intended only for personal, noncommercial use. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, access to the Service, or related software.

11. Proprietary Rights

You agree that content, including but not limited to software, text, pictures, graphics, video, music, sound, or other materials or information, contained in the Service or contained in sponsor advertisements or presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights, laws, and/or treaties. You agree that you are permitted to use such materials and information only as expressly authorized by us or the true owner of the right in question and you may not copy, reproduce, transmit, distribute, or create derivative works of such materials or information without proper express, written authorization from us or the true owner of the right in question.

12. Changes to the Service and Termination of the Service

- (a) We may change these Terms from time to time without notice to you. Should you object to any of these Terms or any changes to them, or should you become dissatisfied with the Service in any way, your only recourse is to immediately: (1) discontinue use of the Service; and (2) terminate the Service and notify us of the termination. Termination of the Service may, in some instances, require you to change your Sprint PCS Service Plan.
- (b) We may discontinue the Service or any feature or portion of the Service at any time, with or without notice. You agree that upon modification or discontinuance of the Service, we may delete the data you have stored on the Service.
- (c) You agree that we may terminate your membership in the Service and delete any and all information, posting, communications, albums and pictures at any time, without notice, if we believe: (1) that you have failed to use the Service at least once during a reasonable span of time as determined by us; (2) that you have violated or acted inconsistently with the letter or spirit of these Terms; (3) that you have violated our rights or the rights of other users or parties; or (4) that you have abused or misused the Service in any way, including but not limited to exceeding any limits that we may place on the amount of data that any individual may store on the Service.
- (d) We reserve the right at all times to disclose any information posted by you or any other user as necessary to satisfy any law, regulation or governmental request, or to edit, remove, or refuse to post any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these terms and conditions.
- (e) Except as otherwise set forth in this provision, in the event your Service is terminated we will make reasonable efforts to provide 30 days prior notice before may delete any data from the Service.

13. Disclaimers

(a) We hereby disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material in this Service. We further disclaim any responsibility for the deletion, misdelivery, failure to store or untimely delivery of any information or material. We disclaim

any responsibility for any harm resulting from downloading or accessing any information or material through the Service. You agree that you, the member, will bear all risk associated with any content that you access.

- (b) All processing of film, prints, slides, negatives or digital images is subject to our Terms. You agree that your sole remedy for any damage or loss of any materials that you submit to us for processing, printing, storage, transmission or other handling, even if caused by negligence or other fault, will only entitle you to replacement with a like amount of unexposed film and processing. EXCEPT FOR THE EXCLUSIVE REMEDY OF REPLACEMENT, THE HANDLING OF ANY FILM, PRINT, SLIDE, NEGATIVE OR DIGITAL IMAGE IS WITHOUT WARRANTY OR LIABILITY AND RECOVERY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IS EXCLUDED.
- (c) THIS SITE AND ALL PRODUCTS, SERVICES AND CONTENT PROVIDED THROUGH IT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH NO WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE, OR THAT THIS SITE OR OUR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THIS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICE. AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SERVICE OR THROUGH ANY LINKS PROVIDED IN THE SERVICE.
- (d) YOU EXPRESSLY AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SPRINT BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE SITE OR ITS ASSOCIATED PRODUCTS AND SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, PRODUCTS OR SERVICES, FROM INABILITY TO USE THE SITE OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE OR DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THIS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THIS SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PRODUCTS AND SERVICES.

(e) BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR OWN AND OUR SUPPLIERS' TOTAL LIABILITY FOR DAMAGES, LOSSES, AND CAUSES OF ACTION, REGARDLESS OF LEGAL THEORY, WILL IN NO EVENT EXCEED THE AGGREGATE DOLLAR AMOUNT YOU HAVE PAID TO US UNDER THESE TERMS, OR US \$25.00, WHICHEVER IS GREATER

14. Indemnity

You agree to indemnify and hold Sprint and its parents, suppliers, licensors, subsidiaries, affiliates, officers, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) use of the Service by you or by anyone using your account; (2) violation of these Terms by you or by anyone using your account; or (3) violation or infringement by you, or by anyone using your account, of intellectual property rights or any other rights of any other person.

15. General Provisions

We may assign our rights and duties under these Terms to any third party at any time without notice to you. These Terms and the relationship between you and Sprint shall be governed by the laws of the State of California without regard to its conflict of law provisions.

You and Sprint agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The failure of Sprint to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms shall be valid and remain in full force and effect.

Manufacturer's Warranty

STANDARD LIMITED WARRANTY

What is Covered and For How Long? SAMSUNG
TELECOMMUNICATIONS AMERICA, L.P. ("SAMSUNG") warrants to
the original purchaser ("Purchaser") that SAMSUNG's Phones and
accessories ("Products") are free from defects in material and
workmanship under normal use and service for the period
commencing upon the date of purchase and continuing for the
following specified period of time after that date:

Phone 1 Year
Batteries 1 Year
Leather Case/Pouch/Holster 90 Days
Other Phone Accessories 1 Year

What is Not Covered? This Limited Warranty is conditioned upon proper use of Product by Purchaser. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of Product, including antenna, or cosmetic damage; (b) equipment that has the serial number removed or made illegible; (c) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (d) malfunctions resulting from the use of Product in conjunction with accessories. products, or ancillary/peripheral equipment not furnished or approved by SAMSUNG; (e) defects or damage from improper testing, operation, maintenance, installation, or adjustment; (f) installation, maintenance, and service of Product, or (g) Product used or purchased outside the United States or Canada. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does

not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMSUNG for charging the battery, (ii) any of the seals on the battery are broken or show evidence of tampering, or (iii) the battery has been used in equipment other than the SAMSUNG phone for which it is specified.

What are SAMSUNG's Obligations? During the applicable warranty period, SAMSUNG will repair or replace, at SAMSUNG's sole option. without charge to Purchaser, any defective component part of Product. To obtain service under this Limited Warranty, Purchaser must return Product to an authorized phone service facility in an adequate container for shipping, accompanied by Purchaser's sales receipt or comparable substitute proof of sale showing the date of purchase, the serial number of Product and the sellers' name and address. To obtain assistance on where to deliver the Product, call Samsung Customer Care at 1-888-987-4357. Upon receipt, SAMSUNG will promptly repair or replace the defective Product. SAMSUNG may, at SAMSUNG's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product or replace Product with a rebuilt, reconditioned or new Product, Repaired/replaced leather cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Product will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for 90 days, whichever is longer. All replaced parts, components, boards and equipment shall become the property of SAMSUNG. If SAMSUNG determines that any Product is not covered by this Limited Warranty, Purchaser must pay all parts, shipping, and labor charges for the repair or return of such Product.

What Are the Limits On SAMSUNG'S Liability? EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED HEREIN, PURCHASER TAKES THE PRODUCT "AS IS," AND SAMSUNG MAKES NO WARRANTY OR REPRESENTATION AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO:

"THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE:

"WARRANTIES OF TITLE OR NON-INFRINGEMENT:

"DESIGN, CONDITION, QUALITY, OR PERFORMANCE OF THE PRODUCT:

"THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN: OR

"COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO

NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT ALL IMPLIED WARRANTIES AND CONDITIONS THAT MAY ARISE BY OPERATION OF LAW, INCLUDING IF APPLICABLE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN WARRANTY STATED HEREIN, SOME STATES/ PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, SAMSUNG SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE, USE, OR MISUSE OF OR INABILITY TO USE THE PRODUCT OR ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR LOSS OF USE OF THE PRODUCT OR FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS. OR FOR DAMAGES ARISING FROM ANY TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE) OR FAULT COMMITTED BY SAMSUNG, ITS AGENTS OR EMPLOYEES. OR FOR ANY BREACH OF CONTRACT OR FOR ANY CLAIM BROUGHT AGAINST PURCHASER BY ANY OTHER PARTY. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE/PROVINCE TO PROVINCE. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT AND STATES PURCHASER'S EXCLUSIVE REMEDY. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY FOR THE REMAINDER OF THIS LIMITED WARRANTY WHICH PURCHASER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

THE PARTIES UNDERSTAND THAT THE PURCHASER MAY USE THIRD-PARTY SOFTWARE OR EQUIPMENT IN CONJUNCTION WITH THE PRODUCT. SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS AND THERE ARE NO CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMSUNG OR OTHERWISE, INCLUDING THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH THE PURCHASER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE.

This Limited Warranty allocates risk of Product failure between Purchaser and SAMSUNG, and SAMSUNG's Product pricing reflects this allocation of risk and the limitations of liability contained in this Limited Warranty. The agents, employees, distributors, and dealers of SAMSUNG are not authorized to make modifications to this Limited Warranty, or make additional warranties binding on SAMSUNG. Accordingly, additional statements such as dealer advertising or presentation, whether oral or written, do not constitute warranties by SAMSUNG and should not be relied upon.

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Notes