

06-403-CD  
Calvary Portfolio Serv. al vs Terry  
Schultz

Calvary Portfolio et al vs Terry Schultz  
2006-403-CD

THIS IS AN ARBITRATION MATTER.  
ASSESSMENT OF DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Identification No.: 81894  
21 SOUTH 21ST STREET  
PHILADELPHIA, PA 19103  
215/988-9600

**FILED** *EWD*  
**MAR 17 2006**  
11:45 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 SENT TO SHFF  
1 SENT TO ATT

Calvary Portfolio Services, LLC  
as Assignee of Calvary SPV I,  
LLC as Assignee of Sprint  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2006-403-CD

TERRY SCHULTZ  
19 LA JOSE RD  
LA JOSE PA 15753

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

COMPLAINT IN CIVIL ACTION

1. At the special instance and request of the defendant(s), plaintiff sold and delivered to the defendant(s) merchandise and services, on the dates, of the kinds, in the amounts and for the prices set forth in a true and correct copy of plaintiff's books of original entry attached hereto, made part hereof, and marked Exhibit "A".

2. Defendant(s) accepted said merchandise and services without complaint.

3. The prices set forth in Exhibit "A" are the market prices for the said merchandise and services, and are the prices which the defendant(s) agreed to pay therefor.

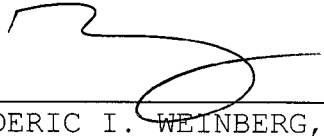
4. All the credits, if any, to which the defendant(s) is(are) entitled are set forth in Exhibit "A".

5. Plaintiff has made demand upon the defendant(s) for payment of the amount due, but the defendant(s) has(have) failed and refused and still refuse(s) to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$1,287.19 together with interest and attorney fees.

GORDON & WEINBERG, P.C.

BY: \_\_\_\_\_

  
FREDERIC I. WEINBERG, ESQUIRE  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

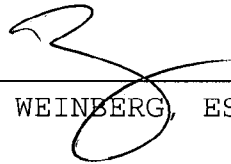
  
\_\_\_\_\_  
FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"

2020684

Agreement No. T041861

**Exhibit 1**  
**BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (the "Agreement") is dated this 24th day of December, 2004 among the Sprint entities executing this Agreement ("Sprint") and Cavalry SPV I, LLC ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated December 24, 2004 by and between Buyer and the Sprint entities listed as "Sellers" on the signature pages thereto (the "Purchase Agreement"), Sprint does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, the Accounts described in the Purchase and Sale Agreement and Exhibits thereto, and all proceeds received on the Accounts after the Effective Date, and Buyer hereby accepts such Accounts and proceeds.

This Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectability, except as stated in the Purchase and Sale Agreement.

Sprint: \_\_\_\_\_  
 By: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 12/24/04  
 Sprint: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Buyer: Cavalry SPV I, LLC  
 By: [Signature]  
 Name: Michael S. Godwin  
 Title: LFO  
 Date: 12/23/04  
 Sprint: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Subscribed to and sworn to before me this \_\_\_\_ day of December, 2004, by \_\_\_\_\_ of Sprint.  
 (Title)

Notary Public, \_\_\_\_\_

Sprint - Purchase and Sale Agreement  
 Sprint Restricted and Confidential

**SUPPLIER ORIGINAL**

GENERAL AFFIDAVIT

State of Kansas }

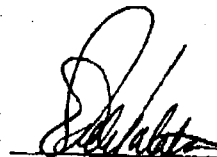
County of Johnson }

BEFORE ME, the undersigned Notary, Ferida C. Hill  
on this 17<sup>th</sup> day of January, 2005, personally appeared Holly A. Valenta, known to me to be a  
credible person and of lawful age, who being first duly sworn by me, on her oath, deposes and says:

1. I am a Vice President at Sprint/United Management Company with the authority to execute this Affidavit.

2. On December 22, 2004, I executed the following documents in my capacity as Vice President/Receivables:

- Bill of Sale and Assignment Agreement (Agreement No. T041861): SPRINT ORIGINAL
- Bill of Sale and Assignment Agreement (Agreement No. T041861): SUPPLIER ORIGINAL



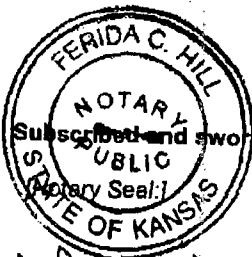
[signature]

Holly A. Valenta

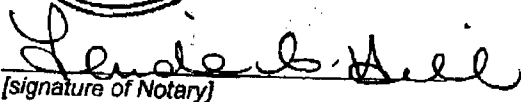
Vice President

6480 Sprint Parkway

Overland Park, Kansas 66251



Subscribed and sworn to before me, this 17<sup>th</sup> day of January, 2005.



[signature of Notary]

Ferida C. Hill

[typed name of Notary]

NOTARY PUBLIC

My commission expires: March 12, 2008



Home



Shop



Business



Sign On

Help  
CenterContact  
Us

## Terms of Use of Internet Site, Copyright & Trademark, Purchase of Products & Services

1. [Copyright and Trademark](#)
2. [Digital Millennium Copyright Act](#)
3. [Third Party Content](#)
4. [On Line Conduct](#)
5. [No Warranties; Limitation of Liability](#)
6. [Security Policy](#)
7. [Privacy Policy](#)
8. [Purchases](#)
9. [Terms and Conditions of Service](#)
10. [Termination of Access](#)
11. [Change in Internet Site or in User Agreement](#)
12. [Sprint PCS Wireless Web Mail](#)

By accessing any areas of this Internet site or by ordering any product or service through the use of this Internet site, user agrees with Sprint PCS that user is bound by the terms set forth below. The terms of this agreement include terms on use of this Internet site, terms on the purchase of products and services, and terms regarding copyright and trademark matters.

"Sprint PCS" means (1) entities controlled by, under common control with or controlling Sprint Spectrum Holding Company, L.P., including without limitation Sprint Spectrum L.P., SprintCom Inc., and PhillieCo L.P., (2) any contractual affiliate of the entities in (1) above that are authorized to use the Sprint PCS brand name and which either sell wireless services or manage a portion of the Sprint PCS wireless network, and (3) any entity which is a member of the PCS Group as defined from time to time by Sprint Corporation.

### 1. Copyright and Trademark

© 1998-2001 Sprint Spectrum L.P. All rights reserved. Sprint and the diamond logo are registered trademarks of Sprint Communications Company L.P., used under license. Sprint PCS is a service mark of Sprint Communications Company L.P.

This Internet site contains information, data, software, photographs, graphs, videos, graphics, music, sounds and other material (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. These rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted as a collective work under the U.S. copyright laws, and Sprint PCS owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. User may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. All Content is copyrighted and Sprint PCS owns a copyright in the selection, coordination, arrangement and enhancement of the Content, page headers, custom graphics and button icons.

Sprint PCS grants you permission to copy electronically and to print in hard copy portions of the Content for (1) personal use if you maintain all copyright notices, trademark legends and other proprietary rights notices, (2) using this Internet site as a personal shopping resource, (3) communicating with Sprint PCS about a Sprint PCS product or service, or (4) placing an order with Sprint PCS. Any other use of materials on this site, including reproduction for purposes other than permitted above, uploading, modification or distribution, is prohibited without Sprint PCS' prior written permission.

All other trademarks, product names, and company names and logos appearing on Sprint PCS are the property of their respective owners. User must obtain permission from the those owners before copying or using the owner's trademarks, product



names and company names and logos.

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## **2. Digital Millennium Copyright Act**

Sprint PCS respects the intellectual property rights of others and is committed to complying with U.S. Copyright laws. Sprint PCS policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet.

If you believe your work has been copied and is accessible on this site in a way that may constitute copyright infringement, please provide notice to Sprint PCS Designated Agent. The notice must include the following information as provided by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent for notice of copyright infringement claims may be reached as follows:

By Mail:  
Faith Sparr, Attorney  
6840 Sprint Parkway  
Mailstop KSOPHN0312/3A409  
Overland Park, Kansas 66251

By Phone: 913-315-8383

By Fax: 913-315-0762

By email: [copyrightnotice@mail.sprint.com](mailto:copyrightnotice@mail.sprint.com)

### **Counter Notification to Claimed Copyright Infringement**

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with Sprint PCS Designated Agent. The counter notification must provide the following information:

1. Physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. The subscriber's name, address, telephone number and email address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Sprint PCS will terminate all account holders and subscribers who are repeat infringers of intellectual property laws.

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3. **Third Party Content** Sprint PCS is a distributor and not a publisher of Content supplied by third parties and has no more editorial control over that Content than a public library or newsstand. Sprint PCS is not responsible for any opinions, advice, statements, services or other information that constitute Content and is provided by third parties. Sprint PCS does not guarantee the accuracy, completeness or usefulness of that Content. The user is responsible for evaluating such Content.

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4. **On Line Conduct**

Any conduct by a user that in Sprint PCS's sole discretion restricts or inhibits any other user from using or enjoying this Internet site will not be permitted. User will use this Internet site only for lawful purposes.

User may not post on or transmit through this Internet site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws.

Sprint PCS may prohibit conduct, communication, or Content that it, in its sole discretion, believes to be harmful or objectionable to individual users, Sprint PCS or its affiliates, or any rights of Sprint PCS or any third party, or to violate applicable laws. Notwithstanding the foregoing, Sprint PCS cannot ensure prompt editing or removal of questionable Content after online posting. Accordingly, neither Sprint PCS, nor any of its affiliates, nor the officers, directors, employees and other representatives of any of them, assume liability for any action or inaction with respect to conduct, communication, or Content on this Internet site.

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5. **No Warranties; Limitation of Liability**

Use of this Internet site is at user's sole risk. Neither Sprint PCS, nor its affiliates, nor any of its officers, directors, or employees, agents, third-party content providers, vendors, licensors, or the like, warrant that this Internet site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Internet site, or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through this Internet site (see below regarding product warranties provided by handset manufacturers).

SPRINT PCS IS PROVIDING THIS INTERNET SITE AND ITS CONTENT ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS INTERNET SITE OR ITS CONTENT. SPRINT PCS DISCLAIMS ALL THOSE REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SPRINT PCS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE ON OR THROUGH THIS INTERNET SITE IS ACCURATE, COMPLETE OR CURRENT, AND ALL INFORMATION, INCLUDING PRICES AND AVAILABILITY, IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE TO USER.

Except as otherwise specifically stated on this Internet site, neither Sprint PCS nor any of its affiliates, nor the directors, employees or other representatives of any of them, is liable for damages arising out of or in connection with the use of this Internet site, including mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, or delays in operation or transmission. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

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6. **Security Policy**

Sprint PCS uses reasonable precautions to protect the privacy of your credit card and other ordering information by utilizing a Secure Socket Layer ("SSL") connection. Accordingly, your credit card and other ordering information, such as your name and address, is encrypted using the SSL connection and is not expected to be read in an intelligible form as it travels to Sprint PCS' order processing system. Sprint PCS' order processing systems is not connected to the Internet and is not accessible to the public.

Many web browsers support the use of an SSL connection, but if your browser does not support the use of an SSL connection or if you prefer not to send your credit card number over the Internet, you can place your order by calling Sprint PCS toll free at **1-888-253-1315** (U.S. only). Sprint PCS Telesales Representatives are available 7 days a week, Monday through Friday from 6:00 a.m. to 11:00 p.m. and Saturday and Sunday 8:00 a.m. to 6:00 p.m. to take your order.

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## 7. Privacy Policy

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

Sprint's Privacy Policy for its high speed Internet services can be accessed at: [www.sprint.com/privacypolicy/broadbandservices](http://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.
2. Personally identifiable information that you voluntarily share. The types of personally identifiable information that you might share include your name, address, phone number, e-mail address and credit card number.

### ANONYMOUS INFORMATION

In order to provide you with the information and services that you look for from the Sprint Sites, 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 Sites (such as "AOL.com," "Yahoo.com" or "Go.com")
4. The specific Sprint Site that you visit (SprintPCS.com, Sprint.com, 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 Sites and the services we provide through those sites.

### USE OF COOKIES

Sprint Sites may use "cookies" to collect the anonymous information described in this Privacy Policy. Cookies are bits of encrypted data that are loaded by Sprint's server onto your computer when you visit a Sprint Site. 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 Sites in order to monitor activity and administer the sites. Sprint also uses information obtained from cookies to improve Sprint Sites, 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.

### ADVERTISEMENTS ON SPRINT SITES

Advertising companies deliver ads on some Sprint Sites. 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 Sites and other Web sites. This information is associated with your Web browser, but cannot be associated with your name or e-mail 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 Site visitors to these advertising companies.

### 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 e-mail address when you use Sprint Sites to: purchase a service or product online, enter a contest or sweepstakes, ask to receive information, respond to a survey, register with a Sprint Site, 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 Site 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 Sprint's local, long distance and wireless service customers 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](http://www.sprint.com/privacypolicy/broadbandservices).

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

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

#### 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 Site 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.

#### E-MAIL COMMUNICATIONS

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

#### SECURITY

Sprint utilizes several encryption methods to ensure that the data you submit on any of the Sprint Sites 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.

#### 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 Site, Sprint will specifically instruct that individual that they are not to submit information on Sprint Sites without a parent or guardian's consent. If a child has provided Sprint with personally identifiable information without Sprint's knowledge, a parent or guardian of the child may contact Sprint at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com) and Sprint will delete the child's information from our existing files.

#### LINKS

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

**ACCOUNT INFORMATION**

You may always contact us at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com) or by telephone or mail to verify your name, address, e-mail address, telephone number and/or billing information. Sprint will correct any information that is inaccurate.

**QUESTIONS**

If you have questions or comments regarding this Privacy Policy, you may contact us at [privacy@mail.sprint.com](mailto: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 e-mail address, [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com). We will use reasonable efforts to delete that information from our files.

**UPDATES**

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

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**8. Purchases**

**General.** User agrees to purchase the products and services ordered on the various order screens when user clicks on the "SUBMIT" or similar button on the product or service order screens. The terms of the purchase agreement include the information included on the various order screens, the terms of this Section 7, and the Sprint PCS Terms and Conditions of Service (see Section 8). Such agreement is in addition to and not in lieu of the agreement with user formed by user's use of the Internet site.

**No Warranties by Sprint PCS.** SPRINT PCS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPRINT PCS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY. SPRINT PCS IS NOT THE MANUFACTURER OF THE PRODUCTS AND THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS USED IN CONNECTION WITH THE SERVICES IS THAT PROVIDED BY THE PRODUCT MANUFACTURERS. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

**Product warranty by Manufacturer.** Each Sprint PCS product comes with a limited warranty provided by the manufacturer. The warranty for the products that you ordered can be viewed on this Internet site. It also is included with the product itself.

**Limitation of Liability.** Neither Sprint PCS nor any of its affiliates, nor the directors, employees or other representatives of any of them, is liable for damages arising out of or in connection with the use of the products or services obtained through this Internet site. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

**Shipping and Billing to US Addresses Only; Availability.** Sprint PCS does not process orders to foreign shipping or billing addresses. Sprint PCS tries to give product availability information on this Internet site, but sometimes products are unexpectedly unavailable. In addition, Sprint PCS updates and improves its products and services on a continuous basis. Sprint PCS will inform you if any Sprint PCS products that you ordered turn out to be unavailable or if any service that you ordered has been changed. Sprint PCS may use email to so inform you.

**Email Receipt.** After you place an order with Sprint PCS, you should receive an email acknowledgment within one business day to confirm that Sprint PCS has accepted your order and is processing it. The email will contain the details of your order, the itemized and total amounts that will be billed to your credit card, including all applicable taxes and charges. A receipt will also be included with your purchase. Be sure to keep your receipt. You will need it if you require any warranty service.

**Charging Your Credit Card.** Sprint PCS charges your credit card immediately after it receives your order and performs the credit check. If a

product cannot be shipped within 3 business days of your order, Sprint PCS will credit your credit card and cancel your order, unless you instruct us otherwise. If your credit card is rejected when Sprint PCS charges it, Sprint PCS is not obligated to ship any products or activate any service for your account. Sprint PCS will contact you by email or any other reasonable means to advise you of the situation and will request you to call Sprint PCS at 1-888-253-1315.

**Prices, Taxes and Shipping & Handling.** All prices are stated and payable in US dollars. The prices for products and services quoted on this Internet site do not include taxes.

Sprint charges all applicable taxes on products and Services.

Sprint does not charge shipping and handling on any order that includes a phone that is activated on the sprintpcs.com website. A shipping and handling charge will be applied to all other orders.

**Return Policy.** Sprint PCS products may be returned within 14 days of purchase for a refund of the purchase price (but not charges for wireless service). Note the return policy, including the number of days for return, may be changed without notice and the policy may not apply to certain products.

If you are not satisfied with your purchase of your Sprint PCS product, you may return it to Sprint PCS by calling 1-888-211-4PCS (4727) for a return kit. In order to obtain a full refund of the original purchase price of the Sprint PCS product, you must return the product at your expense in an undamaged condition and complete with all accessories that came with the product in the original box with all materials and package inserts within 14 days of your purchasing the handset. A copy of your receipt (which was enclosed when Sprint PCS shipped the products to you) must accompany the return.

Upon Sprint PCS' receipt of the returned product, Sprint PCS will credit your credit card account number used for the original purchase, and, in the case of a returned Sprint PCS Phone or pager, net of any outstanding balance on the account associated with the returned phone or pager.

Sprint PCS can not exchange products through the Internet site, rather the user should return the product for a refund within the appropriate time period and purchase a new product over the Internet site.

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## 9. Terms and Conditions of Services

Effective as of June 1, 2003 until replaced

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

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

If you have questions about your PCS Services, please visit our website at [www.sprintpcs.com](http://www.sprintpcs.com) or call PCS Customer Service Solutions at 1-888-211-4PCS (4727).

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

**Agreement.** Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the terms, rates and features we set for that Service Plan. In the agreement, we use the words "we," "us," "our" or "Sprint" to refer to Sprint

Spectrum L.P. and its affiliates doing business as Sprint. You accept the agreement when you activate PCS Services or make any attempt to use our PCS Services (for example, attempting to place any call while on or roaming off the Sprint Nationwide PCS Network, using data services, etc.). We may change the Agreement at any time by giving you prior 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 1-888-211-4727 within 30 days after the invoice date of the first invoice you receive 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 and other charges.

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

**Credit Verification.** You must have and maintain satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from credit bureaus. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services and require that you provide payment on account or a guarantee of payment before we resume Services.

**Service Plan.** You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. Except as permitted by the Agreement, you must maintain service with us on your Term Service Plan for the minimum term associated with that Term Service Plan. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Based on your credit rating or other factors, we may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

**Changing Service Plans.** If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you in addition to the charges associated with the Service Plan or optional service features you select. If you are on a Term Service Plan and you want to change your service plan, you may be required to accept a new Term Service Plan and we may require you to pay the early termination fee set out in your Service Plan or other fee.

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

**Termination. Term Service Plan.** EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR TERM SERVICE PLAN BEFORE THE END OF THE TERM, OR IF WE TERMINATE SERVICES FOR CAUSE BEFORE THE END OF THE TERM, YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE ASSOCIATED WITH YOUR

**TERM SERVICE PLAN.** No early termination fee is charged if you terminate a Term Service Plan in accordance with the return policy associated with your Term Service Plan. After the expiration of the term, the Terms relating to Non-Term Service Plans apply.

**Termination. General.** Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability if: (1) you breach any provision of this Agreement (including if you fail to pay any charges for Services); or (2) you fail to pay any charges due us for equipment or otherwise. If Services are terminated before the end of your current invoicing cycle, we will not prorate the monthly recurring charge to the date of termination, and you will not receive a credit or refund for any unused minutes in your Service Plan.

**Use of Services and Equipment; Availability.** You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming). Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone.

**Coverage.** Most services are only available within the operating range of the Sprint Nationwide PCS Network (also see Roaming). Coverage is not available everywhere. Coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, signal strength, your equipment, and atmospheric, geographic, or topographic conditions. We do not guarantee service availability or that there will be no interruptions or delays in Services (e.g., dropped calls, blocked calls, etc.).

**Number.** We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

**Phone Activation Fee.** You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone on your existing account or your Service Plan says so.

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

**PCS Vision (Third Generation) Wireless Charges.** For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced Third Generation Sprint Nationwide PCS Network ("PCS Vision network"), you will be incurring data usage charges. You



cannot receive incoming calls while using third generation services. Data usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on our PCS Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. The amount of data used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use, the amount of data used in the specific application or service, and network congestion. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach websites and use other applications and services, including those resulting from dropped network connections. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

**PCS Vision Premium Services.** Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. Certain PCS Vision services (e.g., games, ringtones and screen savers) primarily contain premium services content. Access to and downloading of premium content is not included with PCS Vision services. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will be in addition to data usage charges you will incur while connected to the enhanced PCS Vision network. We provide no warranties and make no representations or claims with regard to third-party Premium Services. In certain instances, subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to available storage areas (e.g., your vault), 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). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but we make no assurances that we will suspend your account.

**Other Terms Applicable to PCS Vision Wireless Usage.** Use of PCS Vision wireless services requires the purchase of a separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available while off the PCS Vision network.

Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your Internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services. You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages. Your access to PCS Vision wireless services is controlled by a password.

**Voice Command.** PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance

charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges.

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

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

**Late Payment Charges.** Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

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

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

**Clear Pay.** If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past

credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

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

**Wireless Web and Voice Portal Services.** Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services are not available in all markets or while roaming off the Sprint Nationwide PCS Network. Use of Wireless Web Services requires an Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. Wireless Web Services are not available on PCS Vision phones or devices. The Caller ID blocking feature is not available when using Wireless Web Services. Any use of Wireless Web Services deducts from your Service Plan minutes. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your PCS account information. Wireless Web Services are not available with all Service Plans. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third-parties and accessible through Wireless Web Services or Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

**Taxes and Surcharges.** We invoice you for taxes, fees and other charges levied by or remitted directly to federal, state or local authorities, or foreign government on Services including, without limitation, sales, gross receipts, use, and excise taxes. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

We also invoice you for fees that we collect and remit to the government such as Universal Service, and for surcharges that we collect and keep to pay for the costs of complying with government mandates such as number pooling and portability, and Enhanced 911 service. These charges are neither taxes nor government imposed assessments.

**Roaming.** Calls made while off the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area

that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features and services may not be available when roaming (including PCS Vision, voicemail, call waiting, call forwarding, etc.).

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

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

**Messages.** You will incur airtime usage charges when accessing your voicemail from your PCS Phone. You may also incur charges in accessing text messages from your PCS Phone. You may access your voicemail without incurring airtime usage charges by checking your voicemail from a wireline phone. We may impose limits on the number of voicemail or text message that can be retained through your PCS account. Audible or visual indicators of text or voicemail messages, including mailbox icons on your PCS Phone, may not always provide an up to date indication of new messages. In certain instances, you may be required to manually reset or clear your mailbox indicator.

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

**TTY Access.** A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all PCS Phones. If you have a PCS TTY-capable phone, it may not function effectively, or at all, when attempting 911 calls due to the equipment or software of the answering agency. Therefore, a TTY device should not be relied on for 911 calls.

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

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

**Limitation of Liability.** Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or

facilities failure or shortages, transmission limitations or system capacity limitations;  
e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;  
f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;  
g) any late or failed message delivery;  
h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;  
i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;  
j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;  
k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or  
l) your negligent or intentional act or omission.

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

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

**MANDATORY ARBITRATION OF DISPUTES.** ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of CPR or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of the CPR Institute for Dispute Resolution. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding (subject to the appeal clause below), and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of any arbitral panel in any arbitration arising out of or related to this agreement that is conducted in accordance with the requirements of such Appeal

Procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

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

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

**Choice of Law; Jurisdiction.** This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles.

**General.** If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms.

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#### **10 . Termination of Access**

Sprint PCS may terminate your access to all or part of this Internet site without notice, for any conduct that Sprint PCS, in its sole discretion, believes to be harmful to individual users, Sprint PCS or any of its affiliates, or any rights of Sprint PCS or any third party, or to violate applicable laws.

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#### **11 .Change in Internet Site or in User Agreement**

This Internet site is subject to change without prior notice and your use of this site after a change means that you have agreed to that change.

Sprint PCS may modify this User Agreement at any time by posting the revised agreement on the Internet site. Any revised User Agreement is effective upon the user accessing this Internet site.

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#### **12 .Sprint PCS Wireless Web Mail**

The following are the terms and conditions for use of the Sprint PCS Wireless Web Mail service including without limitation email and other services which may be offered from time to time by Sprint PCS for use with your Sprint PCS Wireless Web

Mail username (each feature individually and collectively referred to as the "Service"). Please read them carefully. This Service is provided to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("TOS").

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

**Member account, password, and security.** To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the Registration Form. You then will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and username. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify Sprint PCS immediately of any unauthorized use of your account or any other breach of security.

**Member privacy.** It is Sprint PCS's policy to respect the privacy of its members. Sprint PCS will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless Sprint PCS has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Sprint PCS; (3) enforce the Terms of Service; or (4) act to protect the interests of its members or others. Sprint PCS does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account. For more information, see the Sprint PCS Privacy Statement.

You agree that Sprint PCS may access your account, including its contents, as stated above or to respond to service or technical issues.

**Message storage, outbound messages and other limitations.** The amount of email storage space per member is limited, please visit our FAQ for more information. Some email messages may not be processed due to space constraints or outbound message limitations. You agree that Sprint PCS is not responsible or liable for the deletion or failure to store messages or other information.

**Member conduct.** As a condition of your use of the Service, you warrant to Sprint PCS that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

The Service is provided to individuals only and for personal use only. You agree to use the Service only to send and receive personal messages. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your username or password, including the content of your transmissions through the Service. By way of example, and not as a limitation, you agree not to:

- Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
- Use, download or otherwise copy, or provide (whether or not for a

fee) to a person or entity that is not a Service member any directory of the Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the Terms of Service.

- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States through the Service.
- Interfere with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

Sprint PCS has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, Sprint PCS reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Sprint PCS may terminate your access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

Sprint PCS may also terminate or suspend your account for inactivity, which is defined as failing to sign-in to the Service for an extended period of time, as determined by Sprint PCS. The amount of time that Sprint PCS currently considers as an "extended" period of time may be viewed in our FAQ. Upon termination of the Service, your right to use the Service immediately ceases.

If you wish to terminate your account, your only recourse is to discontinue the use of the Service.

Sprint PCS shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

**Links to third party sites.** THE LINKS INCLUDED WITHIN THE SERVICE MAY LET YOU LEAVE THE SERVICE WEB SITES ("LINKED SITES"). THE LINKED SITES ARE NOT UNDER THE CONTROL OF SPRINT PCS AND SPRINT PCS IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. SPRINT PCS IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SPRINT PCS IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SPRINT PCS OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

**Disclaimers/limitation of liability.** Sprint PCS does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. Sprint PCS does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Sprint PCS shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that Sprint PCS is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Sprint PCS is not responsible for any content sent using and/or included in the Service by any third party.



SPRINT PCS AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SERVICE FOR ANY PURPOSE. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SPRINT PCS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL SPRINT PCS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPRINT PCS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ITS RELATED WEB SITES.

**Indemnification.** You agree to indemnify and hold Sprint PCS, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

**No spam; damages.** Sprint PCS will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Sprint PCS liquidated damages of \$5 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay Sprint PCS's actual damages, to the extent such actual damages can be reasonably calculated.

**Participation in promotions of advertisers.** Any dealings with Advertisers on the Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the Advertiser or other third party. Sprint PCS shall not be responsible or liable for any part of any such dealings or promotions.

**Proprietary rights to content.** You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, by Sprint PCS, or Sprint PCS's Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software.

**Modifications to terms of service, member policies.** Sprint PCS reserves the right to change the Terms of Service or policies regarding the use of the Service at any time and to notify you by posting an updated version of the Terms of Service on this Web site. You are responsible for regularly reviewing the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

**General.** This agreement is governed by the laws of the State of Kansas,

and the United States of America. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sprint PCS as a result of this agreement or use of the Service. Sprint PCS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sprint PCS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Sprint PCS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sprint PCS with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sprint PCS with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Sprint PCS agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance.

**Trademarks.** Sprint PCS, Sprint PCS Wireless Web, Sprint PCS Wireless Web Mail and/or other Sprint PCS products and services referenced herein are either trademarks or registered trademarks of Sprint PCS. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

**Privacy policy.** Sprint PCS and its vendors (collectively "Sprint PCS") take measures on several fronts to protect your messages from being read by third parties without your explicit permission. In our application, Sprint PCS uses the latest Internet technology to ensure that your data is only accessible to you by using your password and username; our technology is built to prevent access by third parties.

E-mail is private correspondence between the sender and the recipient. Sprint PCS strictly respects the privacy of its users. Therefore, Sprint PCS will not sell, provide, or transfer the User's personally identifiable information to third parties. In addition, Sprint PCS will not monitor, edit, or disclose the contents of a User's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Sprint PCS; (2) protect and defend the rights or property of Sprint PCS; or (3) act under exigent circumstances to protect the personal safety of its Users or the public. Sprint PCS does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account.

User acknowledges and agrees that certain technical processing of messages and their content in order to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

All Sprint PCS Users agree to our Terms of Service when signing up.

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# In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101355**

CALVARY PORTFOLIO SERVICES, LLC

Case # 06-403-CD

vs.

TERRY SCHULTZ

TYPE OF SERVICE COMPLAINT

## SHERIFF RETURNS

NOW April 24, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TERRY SCHULTZ, DEFENDANT. CAN NOT LOCATE ADDRESS.

SERVED BY: /

**FILED**  
APR 25 2006  
LW

William A. Shaw  
Prothonotary/Clerk of Courts

### Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GORDON	16309	10.00
SHERIFF HAWKINS	GORDON	16309	38.03

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins*  
by *Marilyn Harris*  
Chester A. Hawkins  
Sheriff

THIS IS AN ARBITRATION MATTER.  
ASSESSMENT OF DAMAGES HEARING REQUIRED.

GORDON & WEINBERG, P.C.  
BY: FREDERIC I. WEINBERG, ESQUIRE  
Identification No.: 41360  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Identification No.: 81894  
21 SOUTH 21ST STREET  
PHILADELPHIA, PA 19103  
215/988-9600

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 17 2006

Attest-

*William B. Brown*  
Prothonotary/  
Clerk of Courts

Calvary Portfolio Services, LLC  
as Assignee of Calvary SPV I,  
LLC as Assignee of Sprint  
4050 E. Cotton Center Bou  
Phoenix, AZ 85040

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

vs.

DOCKET NO. : 2006-403-CD

TERRY SCHULTZ  
19 LA JOSE RD.  
LA JOSE PA 15753

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

COMPLAINT IN CIVIL ACTION

1. At the special instance and request of the defendant(s), plaintiff sold and delivered to the defendant(s) merchandise and services, on the dates, of the kinds, in the amounts and for the prices set forth in a true and correct copy of plaintiff's books of original entry attached hereto, made part hereof, and marked Exhibit "A".

2. Defendant(s) accepted said merchandise and services without complaint.

3. The prices set forth in Exhibit "A" are the market prices for the said merchandise and services, and are the prices which the defendant(s) agreed to pay therefor.

4. All the credits, if any, to which the defendant(s) is(are) entitled are set forth in Exhibit "A".

5. Plaintiff has made demand upon the defendant(s) for payment of the amount due, but the defendant(s) has(have) failed and refused and still refuse(s) to pay the same or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$1,287.19 together with interest and attorney fees.

GORDON & WEINBERG, P.C.

BY: \_\_\_\_\_

FREDERIC I. WEINBERG, ESQUIRE  
PAUL M. SCHOFIELD, JR., ESQUIRE  
Attorney for Plaintiff

VERIFICATION

FREDERIC I. WEINBERG, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

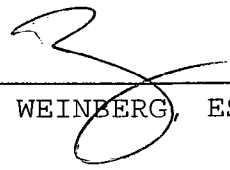
  
\_\_\_\_\_  
FREDERIC I. WEINBERG, ESQUIRE

EXHIBIT "A"



2020684

Agreement No. T041861

**Exhibit 1**  
**BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (the "Agreement") is dated this 24th day of December, 2004 among the Sprint entities executing this Agreement ("Sprint") and Cavalry SPV I, LLC ("Buyer").

For value received and subject to the terms and conditions of the Purchase and Sale Agreement dated December 24, 2004 by and between Buyer and the Sprint entities listed as "Sellers" on the signature pages thereto (the "Purchase Agreement"), Sprint does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, the Accounts described in the Purchase and Sale Agreement and Exhibits thereto, and all proceeds received on the Accounts after the Effective Date, and Buyer hereby accepts such Accounts and proceeds.

This Agreement is executed without recourse and without representations or warranties including, without limitation, warranties as to collectability, except as stated in the Purchase and Sale Agreement.

Sprint: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12/24/04

Sprint: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: Cavalry SPV I, LLC

By: \_\_\_\_\_

Name: Michael S. Grodner

Title: CFO

Date: 12/23/04

Sprint: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn to before me this \_\_\_\_\_ day of December, 2004, by \_\_\_\_\_ of Sprint.

(Title)

Notary Public: \_\_\_\_\_

Sprint - Purchase and Sale Agreement  
 Sprint Restricted and Confidential


**SUPPLIER ORIGINAL**

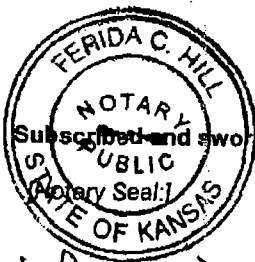
GENERAL AFFIDAVIT

State of Kansas }  
County of Johnson }

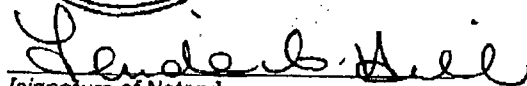
BEFORE ME, the undersigned Notary, Ferida C. Hill,  
on this 17<sup>th</sup> day of January, 2005, personally appeared Holly A. Valenta, known to me to be a  
credible person and of lawful age, who being first duly sworn by me, on her oath, deposes and says:

1. I am a Vice President at Sprint/United Management Company with the authority to execute this Affidavit.
2. On December 22, 2004, I executed the following documents in my capacity as Vice President/Receivables:
  - Bill of Sale and Assignment Agreement (Agreement No. T041861): *SPRINT ORIGINAL*
  - Bill of Sale and Assignment Agreement (Agreement No. T041861): *SUPPLIER ORIGINAL*

  
[signature]  
**Holly A. Valenta**  
Vice President  
6480 Sprint Parkway  
Overland Park, Kansas 66251



Subscribed and sworn to before me, this 17<sup>th</sup> day of January, 2005.

  
[signature of Notary]

Ferida C. Hill  
[typed name of Notary]

NOTARY PUBLIC

My commission expires: March 12, 2008



One Sprint. Many Solutions.



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Business



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CenterContact  
Us

## Terms of Use of Internet Site, Copyright & Trademark, Purchase of Products & Services

1. [Copyright and Trademark](#)
2. [Digital Millennium Copyright Act](#)
3. [Third Party Content](#)
4. [On Line Conduct](#)
5. [No Warranties; Limitation of Liability](#)
6. [Security Policy](#)
7. [Privacy Policy](#)
8. [Purchases](#)
9. [Terms and Conditions of Service](#)
10. [Termination of Access](#)
11. [Change in Internet Site or in User Agreement](#)
12. [Sprint PCS Wireless Web Mail](#)

By accessing any areas of this Internet site or by ordering any product or service through the use of this Internet site, user agrees with Sprint PCS that user is bound by the terms set forth below. The terms of this agreement include terms on use of this Internet site, terms on the purchase of products and services, and terms regarding copyright and trademark matters.

"Sprint PCS" means (1) entities controlled by, under common control with or controlling Sprint Spectrum Holding Company, L.P., including without limitation Sprint Spectrum L.P., SprintCom Inc., and PhillieCo L.P., (2) any contractual affiliate of the entities in (1) above that are authorized to use the Sprint PCS brand name and which either sell wireless services or manage a portion of the Sprint PCS wireless network, and (3) any entity which is a member of the PCS Group as defined from time to time by Sprint Corporation.

### 1. Copyright and Trademark

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All other trademarks, product names, and company names and logos appearing on Sprint PCS are the property of their respective owners. User must obtain permission from the those owners before copying or using the owner's trademarks, product

names and company names and logos.

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## 2. Digital Millennium Copyright Act

Sprint PCS respects the intellectual property rights of others and is committed to complying with U.S. Copyright laws. Sprint PCS policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet.

If you believe your work has been copied and is accessible on this site in a way that may constitute copyright infringement, please provide notice to Sprint PCS Designated Agent. The notice must include the following information as provided by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Agent for notice of copyright infringement claims may be reached as follows:

By Mail:

Faith Sparr, Attorney  
6840 Sprint Parkway  
Mailstop KSOPHN0312/3A409  
Overland Park, Kansas 66251

By Phone: 913-315-8383

By Fax: 913-315-0762

By email: [copyrightnotice@mail.sprint.com](mailto:copyrightnotice@mail.sprint.com)

### Counter Notification to Claimed Copyright Infringement

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with Sprint PCS Designated Agent. The counter notification must provide the following information:

1. Physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. The subscriber's name, address, telephone number and email address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Sprint PCS will terminate all account holders and subscribers who are repeat infringers of intellectual property laws.

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- 3. Third Party Content** Sprint PCS is a distributor and not a publisher of Content supplied by third parties and has no more editorial control over that Content than a public library or newsstand. Sprint PCS is not responsible for any opinions, advice, statements, services or other information that constitute Content and is provided by third parties. Sprint PCS does not guarantee the accuracy, completeness or usefulness of that Content. The user is responsible for evaluating such Content.

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**4. On Line Conduct**

Any conduct by a user that in Sprint PCS's sole discretion restricts or inhibits any other user from using or enjoying this Internet site will not be permitted. User will use this Internet site only for lawful purposes.

User may not post on or transmit through this Internet site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws.

Sprint PCS may prohibit conduct, communication, or Content that it, in its sole discretion, believes to be harmful or objectionable to individual users, Sprint PCS or its affiliates, or any rights of Sprint PCS or any third party, or to violate applicable laws. Notwithstanding the foregoing, Sprint PCS cannot ensure prompt editing or removal of questionable Content after online posting. Accordingly, neither Sprint PCS, nor any of its affiliates, nor the officers, directors, employees and other representatives of any of them, assume liability for any action or inaction with respect to conduct, communication, or Content on this Internet site.

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**5. No Warranties; Limitation of Liability**

Use of this Internet site is at user's sole risk. Neither Sprint PCS, nor its affiliates, nor any of its officers, directors, or employees, agents, third-party content providers, vendors, licensors, or the like, warrant that this Internet site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Internet site, or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through this Internet site (see below regarding product warranties provided by handset manufacturers).

SPRINT PCS IS PROVIDING THIS INTERNET SITE AND ITS CONTENT ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS INTERNET SITE OR ITS CONTENT. SPRINT PCS DISCLAIMS ALL THOSE REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SPRINT PCS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE ON OR THROUGH THIS INTERNET SITE IS ACCURATE, COMPLETE OR CURRENT, AND ALL INFORMATION, INCLUDING PRICES AND AVAILABILITY, IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE TO USER.

Except as otherwise specifically stated on this Internet site, neither Sprint PCS nor any of its affiliates, nor the directors, employees or other representatives of any of them, is liable for damages arising out of or in connection with the use of this Internet site, including mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, or delays in operation or transmission. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

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**6. Security Policy**

Sprint PCS uses reasonable precautions to protect the privacy of your credit card and other ordering information by utilizing a Secure Socket Layer ("SSL") connection. Accordingly, your credit card and other ordering information, such as your name and address, is encrypted using the SSL connection and is not expected to be read in an intelligible form as it travels to Sprint PCS' order processing system. Sprint PCS' order processing systems is not connected to the Internet and is not accessible to the public.

Many web browsers support the use of an SSL connection, but if your browser does not support the use of an SSL connection or if you prefer not to send your credit card number over the Internet, you can place your order by calling Sprint PCS toll free at 1-888-253-1315 (U.S. only). Sprint PCS Telesales Representatives are available 7 days a week, Monday through Friday from 6:00 a.m. to 11:00 p.m. and Saturday and Sunday 8:00 a.m. to 6:00 p.m. to take your order.

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## 7. Privacy Policy

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

Sprint's Privacy Policy for its high speed Internet services can be accessed at: [www.sprint.com/privacypolicy/broadbandservices](http://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.
2. Personally identifiable information that you voluntarily share. The types of personally identifiable information that you might share include your name, address, phone number, e-mail address and credit card number.

### ANONYMOUS INFORMATION

In order to provide you with the information and services that you look for from the Sprint Sites, 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 Sites (such as "AOL.com," "Yahoo.com" or "Go.com")
4. The specific Sprint Site that you visit (SprintPCS.com, Sprint.com, 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 Sites and the services we provide through those sites.

### USE OF COOKIES

Sprint Sites may use "cookies" to collect the anonymous information described in this Privacy Policy. Cookies are bits of encrypted data that are loaded by Sprint's server onto your computer when you visit a Sprint Site. 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 Sites in order to monitor activity and administer the sites. Sprint also uses information obtained from cookies to improve Sprint Sites, 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.

### ADVERTISEMENTS ON SPRINT SITES

Advertising companies deliver ads on some Sprint Sites. 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 Sites and other Web sites. This information is associated with your Web browser, but cannot be associated with your name or e-mail 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 Site visitors to these advertising companies.

### 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 e-mail address when you use Sprint Sites to: purchase a service or product online, enter a contest or sweepstakes, ask to receive information, respond to a survey, register with a Sprint Site, 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 Site 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 Sprint's local, long distance and wireless service customers 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](http://www.sprint.com/privacypolicy/broadbandservices).

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

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

#### 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 Site 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.

#### E-MAIL COMMUNICATIONS

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

#### SECURITY

Sprint utilizes several encryption methods to ensure that the data you submit on any of the Sprint Sites 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.

#### 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 Site, Sprint will specifically instruct that individual that they are not to submit information on Sprint Sites without a parent or guardian's consent. If a child has provided Sprint with personally identifiable information without Sprint's knowledge, a parent or guardian of the child may contact Sprint at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com) and Sprint will delete the child's information from our existing files.

#### LINKS

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

**ACCOUNT INFORMATION**

You may always contact us at [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com) or by telephone or mail to verify your name, address, e-mail address, telephone number and/or billing information. Sprint will correct any information that is inaccurate.

**QUESTIONS**

If you have questions or comments regarding this Privacy Policy, you may contact us at [privacy@mail.sprint.com](mailto: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 e-mail address, [privacy@mail.sprint.com](mailto:privacy@mail.sprint.com). We will use reasonable efforts to delete that information from our files.

**UPDATES**

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

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**8. Purchases**

**General.** User agrees to purchase the products and services ordered on the various order screens when user clicks on the "SUBMIT" or similar button on the product or service order screens. The terms of the purchase agreement include the information included on the various order screens, the terms of this Section 7, and the Sprint PCS Terms and Conditions of Service (see Section 8). Such agreement is in addition to and not in lieu of the agreement with user formed by user's use of the Internet site.

**No Warranties by Sprint PCS.** SPRINT PCS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPRINT PCS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY. SPRINT PCS IS NOT THE MANUFACTURER OF THE PRODUCTS AND THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS USED IN CONNECTION WITH THE SERVICES IS THAT PROVIDED BY THE PRODUCT MANUFACTURERS. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

**Product warranty by Manufacturer.** Each Sprint PCS product comes with a limited warranty provided by the manufacturer. The warranty for the products that you ordered can be viewed on this Internet site. It also is included with the product itself.

**Limitation of Liability.** Neither Sprint PCS nor any of its affiliates, nor the directors, employees or other representatives of any of them, is liable for damages arising out of or in connection with the use of the products or services obtained through this Internet site. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

**Shipping and Billing to US Addresses Only; Availability.** Sprint PCS does not process orders to foreign shipping or billing addresses. Sprint PCS tries to give product availability information on this Internet site, but sometimes products are unexpectedly unavailable. In addition, Sprint PCS updates and improves its products and services on a continuous basis. Sprint PCS will inform you if any Sprint PCS products that you ordered turn out to be unavailable or if any service that you ordered has been changed. Sprint PCS may use email to so inform you.

**Email Receipt.** After you place an order with Sprint PCS, you should receive an email acknowledgment within one business day to confirm that Sprint PCS has accepted your order and is processing it. The email will contain the details of your order, the itemized and total amounts that will be billed to your credit card, including all applicable taxes and charges. A receipt will also be included with your purchase. Be sure to keep your receipt. You will need it if you require any warranty service.

**Charging Your Credit Card.** Sprint PCS charges your credit card immediately after it receives your order and performs the credit check. If a



product cannot be shipped within 3 business days of your order, Sprint PCS will credit your credit card and cancel your order, unless you instruct us otherwise. If your credit card is rejected when Sprint PCS charges it, Sprint PCS is not obligated to ship any products or activate any service for your account. Sprint PCS will contact you by email or any other reasonable means to advise you of the situation and will request you to call Sprint PCS at 1-888-253-1315.

**Prices, Taxes and Shipping & Handling.** All prices are stated and payable in US dollars. The prices for products and services quoted on this Internet site do not include taxes.

Sprint charges all applicable taxes on products and Services.

Sprint does not charge shipping and handling on any order that includes a phone that is activated on the [sprintpcs.com](http://sprintpcs.com) website. A shipping and handling charge will be applied to all other orders.

**Return Policy.** Sprint PCS products may be returned within 14 days of purchase for a refund of the purchase price (but not charges for wireless service). Note the return policy, including the number of days for return, may be changed without notice and the policy may not apply to certain products.

If you are not satisfied with your purchase of your Sprint PCS product, you may return it to Sprint PCS by calling 1-888-211-4PCS (4727) for a return kit. In order to obtain a full refund of the original purchase price of the Sprint PCS product, you must return the product at your expense in an undamaged condition and complete with all accessories that came with the product in the original box with all materials and package inserts within 14 days of your purchasing the handset. A copy of your receipt (which was enclosed when Sprint PCS shipped the products to you) must accompany the return.

Upon Sprint PCS' receipt of the returned product, Sprint PCS will credit your credit card account number used for the original purchase, and, in the case of a returned Sprint PCS Phone or pager, net of any outstanding balance on the account associated with the returned phone or pager.

Sprint PCS can not exchange products through the Internet site, rather the user should return the product for a refund within the appropriate time period and purchase a new product over the Internet site.

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## 9. Terms and Conditions of Services

Effective as of June 1, 2003 until replaced

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

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

If you have questions about your PCS Services, please visit our website at [www.sprintpcs.com](http://www.sprintpcs.com) or call PCS Customer Service Solutions at 1-888-211-4PCS (4727).

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

**Agreement.** Your agreement ("Agreement") with Sprint Spectrum L.P. and any of its affiliates doing business as Sprint providing PCS Services ("Services") to you is made up of these Terms and Conditions of Service ("Terms") and the Service Plan that we agree to provide you. Your "Service Plan" is described in our marketing materials, and includes the terms, rates and features we set for that Service Plan. In the agreement, we use the words "we," "us," "our" or "Sprint" to refer to Sprint

Spectrum L.P. and its affiliates doing business as Sprint. You accept the agreement when you activate PCS Services or make any attempt to use our PCS Services (for example, attempting to place any call while on or roaming off the Sprint Nationwide PCS Network, using data services, etc.). We may change the Agreement at any time by giving you prior 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 1-888-211-4727 within 30 days after the invoice date of the first invoice you receive 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 and other charges.

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

**Credit Verification.** You must have and maintain satisfactory credit to receive and continue to receive Services. We will verify your credit before agreeing to provide Services to you and we may verify your credit at any time while we provide Services to you. Credit verification may include a review of credit reports that we receive from credit bureaus. If at any time we determine, in our sole discretion, that payment for Services may not be made when due, we may suspend Services and require that you provide payment on account or a guarantee of payment before we resume Services.

**Service Plan.** You may be eligible for a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). We determine the Service Plan for which you qualify. Except as permitted by the Agreement, you must maintain service with us on your Term Service Plan for the minimum term associated with that Term Service Plan. We may offer non-identical Service Plans to different individuals or entities. Services and coverage under some Service Plans may be more limited than available under other Service Plans. Your Service Plan sets out the charges for Services and is your Service Plan until that Service Plan is changed, you switch to a different Service Plan, or your Services terminate. Based on your credit rating or other factors, we may require that you make a deposit, prepayment, or a series of deposits or prepayments, or be subject to an account spending limit, before Services are activated or maintained.

**Changing Service Plans.** If you are on a Non-Term Service Plan, you may change to a different Service Plan for which you qualify. Any change is effective at the start of your next full invoicing cycle unless otherwise specified by us at the time that you place your change order. If you change or add a different Service Plan or service feature and the change is effective prior to the start of your next full invoicing cycle, you will be invoiced a prorated amount. We may require a service charge for implementing any change directed by you in addition to the charges associated with the Service Plan or optional service features you select. If you are on a Term Service Plan and you want to change your service plan, you may be required to accept a new Term Service Plan and we may require you to pay the early termination fee set out in your Service Plan or other fee.

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

**Termination. Term Service Plan.** EXCEPT AS PERMITTED BY THE AGREEMENT, IF YOU TERMINATE YOUR TERM SERVICE PLAN BEFORE THE END OF THE TERM, OR IF WE TERMINATE SERVICES FOR CAUSE BEFORE THE END OF THE TERM, YOU WILL BE REQUIRED TO PAY THE EARLY TERMINATION FEE ASSOCIATED WITH YOUR

**TERM SERVICE PLAN.** No early termination fee is charged if you terminate a Term Service Plan in accordance with the return policy associated with your Term Service Plan. After the expiration of the term, the Terms relating to Non-Term Service Plans apply.

**Termination. General.** Regardless of whether you have a Non-Term or a Term Service Plan, we may terminate or suspend Services to you without liability if: (1) you breach any provision of this Agreement (including if you fail to pay any charges for Services); or (2) you fail to pay any charges due us for equipment or otherwise. If Services are terminated before the end of your current invoicing cycle, we will not prorate the monthly recurring charge to the date of termination, and you will not receive a credit or refund for any unused minutes in your Service Plan.

**Use of Services and Equipment; Availability.** You must be at least 18 years old to subscribe to our Services. We may require you to provide proof of your age and identity. If you are under 18 years old you may be eligible for certain Services that have Account Spending Limits if a person 18 years or older is also named as a subscriber on the Account. Your PCS Phone will not accept the services of any wireless provider other than Sprint (but see Roaming). Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease Services or equipment to anyone.

**Coverage.** Most services are only available within the operating range of the Sprint Nationwide PCS Network (also see Roaming). Coverage is not available everywhere. Coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, signal strength, your equipment, and atmospheric, geographic, or topographic conditions. We do not guarantee service availability or that there will be no interruptions or delays in Services (e.g., dropped calls, blocked calls, etc.).

**Number.** We assign a phone number ("Number") to the phone or other equipment used by you on the Sprint Nationwide PCS Network. We may change the Number without compensation by giving you prior notice. You do not own the Number. You may not modify the Number we program into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by us, or transfer the Number to any other individual or entity.

**Phone Activation Fee.** You may be required to pay a non-refundable phone activation fee when you activate a new Number, have us switch a Number to a different phone, have your current Number changed, we activate a different phone on your existing account or your Service Plan says so.

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

**PCS Vision (Third Generation) Wireless Charges.** For PCS Vision wireless services, you will be charged, on a per kilobyte basis, for data used, whether sent or received by your PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as your PCS Phone or other wireless device is connected to the enhanced Third Generation Sprint Nationwide PCS Network ("PCS Vision network"), you will be incurring data usage charges. You

cannot receive incoming calls while using third generation services. Data usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on our PCS Vision network, a session may be ended and new session initiated, although no interruption to the actual data session will occur. The amount of data used and charged to you will vary widely, depending upon the specific PCS Vision wireless application or other service you use, the amount of data used in the specific application or service, and network congestion. You will be charged for data exchanges initiated by other Internet users as well as those you initiate. Estimates of data usage, for example, the size of downloadable files, will vary from what you actually use. You will be charged for additional data used in transporting and routing on the network. If you use a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), you will be charged for data used in transport and routing in addition to the charge for the Premium Service. You will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach websites and use other applications and services, including those resulting from dropped network connections. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used.

**PCS Vision Premium Services.** Your PCS Vision wireless services may allow you to access or download premium content for an additional charge. Certain PCS Vision services (e.g., games, ringtones and screen savers) primarily contain premium services content. Access to and downloading of premium content is not included with PCS Vision services. The additional charges for this premium content will be billed to you on your PCS Invoice. You will be charged for this content (at rates and charges specified at the time of access or download) that will be in addition to data usage charges you will incur while connected to the enhanced PCS Vision network. We provide no warranties and make no representations or claims with regard to third-party Premium Services. In certain instances, subject to the terms of the content purchased, we may delete premium and non-premium items downloaded to available storage areas (e.g., your vault), 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). We may suspend your use of Premium Services without prior consent or notice if we have reason to suspect fraudulent or unauthorized use of your Premium Services account, but we make no assurances that we will suspend your account.

**Other Terms Applicable to PCS Vision Wireless Usage.** Use of PCS Vision wireless services requires the purchase of a separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying your phone or device to determine which applications and services it will support. PCS Vision wireless services are not available while off the PCS Vision network.

Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. You are responsible for evaluating such content. Use of certain PCS Vision wireless services, including some messaging services, may result in the disclosure to others of your email address and other information about you in connection with your Internet usage. Your accessing of, or use of, third party sites or services accessible PCS Vision wireless services may require the disclosure of information about you, subject to the policies of those sites and services. You consent to receiving advertising, warnings, alerts and other messages, including broadcast messages. Your access to PCS Vision wireless services is controlled by a password.

**Voice Command.** PCS Voice Command is an optional service that allows you to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from your Number using the Voice Command feature begin when you press or activate the TALK or similar key(s) and end when your call is terminated by hitting the END key or by returning to the Voice Command platform. If you initiate and complete another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance

charges will be applied to the entire length of a completed call Initiated from Voice Command. Using Directory Assistance to input names into your Voice Command address book will incur additional charges.

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

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

**Late Payment Charges.** Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for Services and equipment not made when due accrues late charges until paid at the rate of 5% per month or at the highest rate allowed by law. Acceptance of late or partial payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. If your Service has been suspended due to non-payment, you may be charged a reactivation fee.

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

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

**Clear Pay.** If we agree to provide Services to you as a Clear Pay customer, we may suspend Services to your Number without prior notice to you immediately when your bill becomes past due. Even if your bill is not past due, we may suspend services if your unpaid usage exceeds \$125 or another amount to be determined by your past

credit or usage history. If we require a deposit for you to establish or keep Services as a Clear Pay customer, we will hold the deposit as partial guarantee of payment for Services (see Deposits, below). Contact PCS Customer Service Solutions for information about authorized methods of making these payments. We may charge you a fee for calls that involve our live customer care services. If we provide Services to you on as a Clear Pay basis, Services and coverage may be limited in certain ways. You must pay all charges for Services whether or not your Services are suspended or terminated.

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

**Wireless Web and Voice Portal Services.** Wireless Web Services are part of the Services that can be obtained through Sprint. Wireless Web Services are not available in all markets or while roaming off the Sprint Nationwide PCS Network. Use of Wireless Web Services requires an Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. Wireless Web Services are not available on PCS Vision phones or devices. The Caller ID blocking feature is not available when using Wireless Web Services. Any use of Wireless Web Services deducts from your Service Plan minutes. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, you are charged for the time during which the network attempts to connect the call. You are charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint Nationwide PCS Network. Not all Internet sites can be accessed and you may receive an error message if you attempt to access a site that cannot be accessed through Wireless Web Services. You are also charged for Wireless Web connections to review your PCS account information. Wireless Web Services are not available with all Service Plans. Sprint is not responsible for any opinions, advice, statements, services or other information provided by third-parties and accessible through Wireless Web Services or Voice Portal Services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. You are responsible for evaluating such content.

**Taxes and Surcharges.** We invoice you for taxes, fees and other charges levied by or remitted directly to federal, state or local authorities, or foreign government on Services including, without limitation, sales, gross receipts, use, and excise taxes. If you claim any tax exemption, you must provide us with a valid tax-exempt document. Any tax exemption applies only from the date we receive a valid tax-exempt document.

We also invoice you for fees that we collect and remit to the government such as Universal Service, and for surcharges that we collect and keep to pay for the costs of complying with government mandates such as number pooling and portability, and Enhanced 911 service. These charges are neither taxes nor government imposed assessments.

**Roaming.** Calls made while off the Sprint Nationwide PCS Network are "roaming" calls. Your PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider's system only when a roaming agreement is in place between Sprint and the other providers. If your PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider's system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider's system only when roaming agreements are in place between Sprint and the other providers. If we do not have a roaming agreement in place, you may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area

that prevents connection with the Sprint Nationwide PCS Network and your dual-band phone is set to roam automatically when outside PCS coverage, you may incur roaming fees within a PCS coverage area. Certain features and services may not be available when roaming (including PCS Vision, voicemail, call waiting, call forwarding, etc.).

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

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

**Messages.** You will incur airtime usage charges when accessing your voicemail from your PCS Phone. You may also incur charges in accessing text messages from your PCS Phone. You may access your voicemail without incurring airtime usage charges by checking your voicemail from a wireline phone. We may impose limits on the number of voicemail or text message that can be retained through your PCS account. Audible or visual indicators of text or voicemail messages, including mailbox icons on your PCS Phone, may not always provide an up to date indication of new messages. In certain instances, you may be required to manually reset or clear your mailbox indicator.

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

**TTY Access.** A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY doesn't work with all PCS Phones. If you have a PCS TTY-capable phone, it may not function effectively, or at all, when attempting 911 calls due to the equipment or software of the answering agency. Therefore, a TTY device should not be relied on for 911 calls.

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

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

**Limitation of Liability.** Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated MRC for Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated MRCs for Services to you during the affected period. Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- a) any act or omission of any telecommunications service or other service provider other than us;
- b) any directory listing;
- c) any dropped calls or inability to place or receive calls;
- d) any interruption of Services, including interruptions caused by equipment or

facilities failure or shortages, transmission limitations or system capacity limitations;

- e) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- f) the use of Wireless Web Services and PCS Vision applications and services, including the accuracy or reliability of any information obtained from the Internet using Wireless Web Services or from Voice Portal Services, PCS Vision wireless services or Internet services, content or applications not supported by Sprint PCS;
- g) any late or failed message delivery;
- h) any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- i) the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- j) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- k) any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- l) your negligent or intentional act or omission.

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

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

**MANDATORY ARBITRATION OF DISPUTES.** ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY AND/OR ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, INCLUDING FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH CLAIM, CONTROVERSY OR DISPUTE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. HOWEVER, NOTHING CONTAINED IN THIS ARBITRATION PROVISION SHALL PRECLUDE THE CUSTOMER FROM RESOLVING ANY CLAIM, CONTROVERSY OR DISPUTE IN SMALL CLAIMS COURT HE OR SHE OTHERWISE WOULD HAVE THE RIGHT TO PURSUE.

A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of CPR or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration will be conducted by, and under the then-applicable rules of the CPR Institute for Dispute Resolution. All expedited procedures prescribed by the applicable rules will apply. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules or as required by applicable law, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

The arbitrator's decision and award will be final and binding (subject to the appeal clause below), and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of any arbitral panel in any arbitration arising out of or related to this agreement that is conducted in accordance with the requirements of such Appeal



Procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

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

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

**Choice of Law; Jurisdiction.** This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles.

**General.** If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. This Agreement is subject to any applicable federal and state law (collectively, "Applicable Laws"). If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable Laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. Section headings are for descriptive purposes only and are not used to interpret this Agreement. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement. If there is a conflict, the Service Plan (including any Term Service Plan) controls over the Terms.

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#### 10 . Termination of Access

Sprint PCS may terminate your access to all or part of this Internet site without notice, for any conduct that Sprint PCS, in its sole discretion, believes to be harmful to Individual users, Sprint PCS or any of its affiliates, or any rights of Sprint PCS or any third party, or to violate applicable laws.

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#### 11 . Change in Internet Site or in User Agreement

This Internet site is subject to change without prior notice and your use of this site after a change means that you have agreed to that change.

Sprint PCS may modify this User Agreement at any time by posting the revised agreement on the Internet site. Any revised User Agreement is effective upon the user accessing this Internet site.

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#### 12 . Sprint PCS Wireless Web Mail

The following are the terms and conditions for use of the Sprint PCS Wireless Web Mail service including without limitation email and other services which may be offered from time to time by Sprint PCS for use with your Sprint PCS Wireless Web

Mail username (each feature individually and collectively referred to as the "Service"). Please read them carefully. This Service is provided to individuals who are at least 18 years old or minors who have parental permission to open and maintain an account. BY CLICKING THE "I ACCEPT" BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("TOS").

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

**Member account, password, and security.** To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the Registration Form. You then will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and username. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree to notify Sprint PCS immediately of any unauthorized use of your account or any other breach of security.

**Member privacy.** It is Sprint PCS's policy to respect the privacy of its members. Sprint PCS will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless Sprint PCS has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Sprint PCS; (3) enforce the Terms of Service; or (4) act to protect the interests of its members or others. Sprint PCS does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account. For more information, see the Sprint PCS Privacy Statement.

You agree that Sprint PCS may access your account, including its contents, as stated above or to respond to service or technical issues.

**Message storage, outbound messages and other limitations.** The amount of email storage space per member is limited, please visit our FAQ for more information. Some email messages may not be processed due to space constraints or outbound message limitations. You agree that Sprint PCS is not responsible or liable for the deletion or failure to store messages or other information.

**Member conduct.** As a condition of your use of the Service, you warrant to Sprint PCS that you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

The Service is provided to individuals only and for personal use only. You agree to use the Service only to send and receive personal messages. Any unauthorized commercial use of the Service, or the resale of its services, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your username or password, including the content of your transmissions through the Service. By way of example, and not as a limitation, you agree not to:

- Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information.
- Advertise or offer to sell or buy any goods or services for any non-personal purpose.
- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
- Use, download or otherwise copy, or provide (whether or not for a

fee) to a person or entity that is not a Service member any directory of the Service members or other user or usage information or any portion thereof other than in the context of your use of the Service as permitted under the Terms of Service.

- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States through the Service.
- Interfere with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar services.

Sprint PCS has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, Sprint PCS reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

Sprint PCS may terminate your access to any part or all of the Service and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

Sprint PCS may also terminate or suspend your account for inactivity, which is defined as failing to sign-in to the Service for an extended period of time, as determined by Sprint PCS. The amount of time that Sprint PCS currently considers as an "extended" period of time may be viewed in our FAQ. Upon termination of the Service, your right to use the Service immediately ceases.

If you wish to terminate your account, your only recourse is to discontinue the use of the Service.

Sprint PCS shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

**Links to third party sites.** THE LINKS INCLUDED WITHIN THE SERVICE MAY LET YOU LEAVE THE SERVICE WEB SITES ("LINKED SITES"). THE LINKED SITES ARE NOT UNDER THE CONTROL OF SPRINT PCS AND SPRINT PCS IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. SPRINT PCS IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SPRINT PCS IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SPRINT PCS OF THE SITE OR ANY ASSOCIATION WITH THEIR OPERATORS.

**Disclaimers/limitation of liability.** Sprint PCS does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the server that makes it available, are free of viruses or other harmful components. Sprint PCS does not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.

You specifically agree that Sprint PCS shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that Sprint PCS is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Sprint PCS is not responsible for any content sent using and/or included in the Service by any third party.

SPRINT PCS AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SERVICE FOR ANY PURPOSE. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SPRINT PCS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL SPRINT PCS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPRINT PCS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ITS RELATED WEB SITES.

**Indemnification.** You agree to indemnify and hold Sprint PCS, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Service.

**No spam; damages.** Sprint PCS will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay Sprint PCS liquidated damages of \$5 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay Sprint PCS's actual damages, to the extent such actual damages can be reasonably calculated.

**Participation in promotions of advertisers.** Any dealings with Advertisers on the Service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the Advertiser or other third party. Sprint PCS shall not be responsible or liable for any part of any such dealings or promotions.

**Proprietary rights to content.** You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to you by the Service, by Sprint PCS, or Sprint PCS's Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may make a copy of this content for your personal, non-commercial use only, provided that you keep all copyright and other proprietary notices intact. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service and its associated Web sites, including code and software.

**Modifications to terms of service, member policies.** Sprint PCS reserves the right to change the Terms of Service or policies regarding the use of the Service at any time and to notify you by posting an updated version of the Terms of Service on this Web site. You are responsible for regularly reviewing the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

**General.** This agreement is governed by the laws of the State of Kansas,

and the United States of America. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sprint PCS as a result of this agreement or use of the Service. Sprint PCS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sprint PCS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Sprint PCS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sprint PCS with respect to the Service (excluding the use of any software which may be subject to an end-user license agreement) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Sprint PCS with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Sprint PCS agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance.

**Trademarks.** Sprint PCS, Sprint PCS Wireless Web, Sprint PCS Wireless Web Mail and/or other Sprint PCS products and services referenced herein are either trademarks or registered trademarks of Sprint PCS. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

**Privacy policy.** Sprint PCS and its vendors (collectively "Sprint PCS") take measures on several fronts to protect your messages from being read by third parties without your explicit permission. In our application, Sprint PCS uses the latest Internet technology to ensure that your data is only accessible to you by using your password and username; our technology is built to prevent access by third parties.

E-mail is private correspondence between the sender and the recipient. Sprint PCS strictly respects the privacy of its users. Therefore, Sprint PCS will not sell, provide, or transfer the User's personally identifiable information to third parties. In addition, Sprint PCS will not monitor, edit, or disclose the contents of a User's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Sprint PCS; (2) protect and defend the rights or property of Sprint PCS; or (3) act under exigent circumstances to protect the personal safety of its Users or the public. Sprint PCS does provide certain user information in aggregate form to third parties, including its advertisers, for demographics. In addition, your Internet Protocol address is transmitted with each message sent from your account.

User acknowledges and agrees that certain technical processing of messages and their content in order to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

All Sprint PCS Users agree to our Terms of Service when signing up.

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CAVALRY PORTFOLIO SERVICES, LLC,  
SPV I, LLC,  
SPRINT

Plaintiffs

vs.

TERRY SCHULTZ  
Defendant

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NO. 2006-403-CD

**FILED**

0/2/12/KK

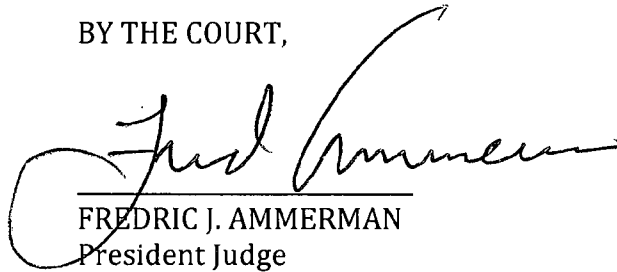
9 MAR 21 2013

William A. Shaw  
Prothonotary/Clerk of Courts /KK

**ORDER**

NOW, this 15<sup>th</sup> day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over six years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge