

Important Information for the MOTOROLA PHOTON™ 4G

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MOTOROLA **PHOTON™** 4G



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This booklet contains important operational and safety information that will help you safely use your phone. Failure to read and follow the information provided in this phone guide may result in serious bodily injury, death, or property damage.

General Precautions

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

- To maximize performance, do not touch the bottom portion of your phone where the internal antenna is located while using the phone.
- Speak directly into the mouthpiece.

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

Maintaining Safe Use of and Access to Your Phone

Do Not Rely on Your Phone for Emergency Calls

Mobile phones operate using radio signals, which cannot guarantee connection in all conditions. Therefore you should never rely solely upon any mobile phone for essential communication (e.g.,

medical emergencies). Emergency calls may not be possible on all cellular networks or when certain network services or mobile phone features are in use. Check with your local service provider for details.

Following Safety Guidelines

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

Turning Off Your Phone Before Flying

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

Battery Use & Safety

Important: Handle and store batteries properly to avoid injury or damage. Most battery issues arise from improper handling of batteries, and particularly from the continued use of damaged batteries.

DON'Ts

- **Don't disassemble, crush, puncture, shred, or otherwise attempt to change the form of your battery.**
- **Don't let the mobile device or battery come in contact with liquids.*** Liquids can get into the mobile device's circuits, leading to corrosion.
- **Don't allow the battery to touch metal objects.** If metal objects, such as jewelry, stay in prolonged contact with the battery contact points, the battery could become very hot.

- Don't place your mobile device or battery near a heat source.* High temperatures can cause the battery to swell, leak, or malfunction.
- Don't dry a wet or damp battery with an appliance or heat source, such as a hair dryer or microwave oven.

DOs

- Do avoid leaving your mobile device in your car in high temperatures.*
- Do avoid dropping the mobile device or battery.* Dropping these items, especially on a hard surface, can potentially cause damage.*
- Do contact your service provider or Motorola if your mobile device or battery has been damaged by dropping, liquids or high temperatures.

Note: *Always make sure that the battery compartment and any connector covers are closed and secure to avoid direct exposure of the battery to any of these conditions, even if your product information states that your **mobile device** can resist damage from these conditions.

Important: Motorola recommends you always use Motorola-branded batteries and chargers for quality assurance and safeguards.

Motorola's warranty does not cover damage to the mobile device caused by non-Motorola batteries and/or chargers. To help you identify authentic Motorola batteries from non-original or counterfeit batteries (that may not have adequate safety protection), Motorola provides holograms on its batteries. You should confirm that any battery you purchase has a "Motorola Original" hologram.

If you see a message on your display such as **Invalid Battery** or **Unable to Charge**, take the following steps:

- Remove the battery and inspect it to confirm that it has a “Motorola Original” hologram;
- If there is no hologram, the battery is not a Motorola battery;
- If there is a hologram, replace the battery and try charging it again;
- If the message remains, contact a Motorola authorized service center.

WARNING: Use of a non-Motorola battery or charger may present a risk of fire, explosion, leakage, or other hazard.

Proper and safe battery disposal and recycling:

Proper battery disposal is not only important for safety, it benefits the environment. You can recycle your used

batteries in many retail or service provider locations. Additional information on proper disposal and recycling can be found at www.motorola.com/recycling

Disposal: Promptly dispose of used batteries in accordance with local regulations. Contact your local recycling center or national recycling organizations for more information on how to dispose of batteries.



WARNING: Never dispose of batteries in a fire because they may explode.

Battery Charging

Notes for charging your product's battery:

- During charging, keep your battery and charger near room temperature for efficient battery charging.
- New batteries are not fully charged.
- New batteries or batteries stored for a long time may take more time to charge.
- Motorola batteries and charging systems have circuitry that protects the battery from damage from overcharging.

Third Party Accessories

Use of third party accessories, including but not limited to batteries, chargers, headsets, covers, cases, screen protectors and memory cards, may impact your mobile device's performance. In some circumstances, third party accessories can be dangerous and may

void your mobile device's warranty. For a list of Motorola accessories, visit www.motorola.com/products

Driving Precautions

Responsible and safe driving is your primary responsibility when behind the wheel of a vehicle. Using a mobile device or accessory for a call or other application while driving may cause distraction. Using a mobile device or accessory may be prohibited or restricted in certain areas, always obey the laws and regulations on the use of these products.

While driving, NEVER:

- Type or read texts.
- Enter or review written data.
- Surf the web.
- Input navigation information.
- Perform any other functions that divert your attention from driving.

While driving, ALWAYS:

- Keep your eyes on the road.
- Use a handsfree device if available or required by law in your area.
- Enter destination information into a navigation device **before** driving.
- Use voice activated features (such as voice dial) and speaking features (such as audible directions), if available.
- Obey all local laws and regulations for the use of mobile devices and accessories in the vehicle.
- End your call or other task if you cannot concentrate on driving.
- Remember to follow the “Smart Practices While Driving” in this guide and at www.motorola.com/callsmart (in English only).

Seizures/Blackouts

Some people may be susceptible to epileptic seizures or blackouts when exposed to flashing lights, such as when playing videos or games. These may occur even if a person has never had a previous seizure or blackout.

If you have experienced seizures or blackouts, or if you have a family history of such occurrences, please consult with your physician before playing videos or games or enabling a flashing-lights feature (if available) on your mobile device.

Discontinue use and consult a physician if any of the following symptoms occur: convulsion, eye or muscle twitching, loss of awareness, involuntary movements, or disorientation. It is always a good idea to hold the screen away from your eyes, leave the lights on in the room, take a 15-minute break every hour, and stop use if you are tired.

Caution About High Volume Usage

WARNING: Exposure to loud noise from any source for extended periods of time may affect your hearing. The louder the volume sound level, the less time is required before your hearing could be affected.

To protect your hearing:

- Limit the amount of time you use headsets or headphones at high volume.
- Avoid turning up the volume to block out noisy surroundings.
- Turn the volume down if you can't hear people speaking near you.

If you experience hearing discomfort, including the sensation of pressure or fullness in your ears, ringing in your ears, or muffled speech, you should stop listening

to the device through your headset or headphones and have your hearing checked.

For more information about hearing, see our website at direct.motorola.com/hellomoto/nss/AcousticSafety.asp (in English only).

Repetitive Motion

When you repetitively perform actions such as pressing keys or entering finger-written characters, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. If you continue to have discomfort during or after such use, stop use and see a physician.

Children

Keep your mobile device and its accessories away from small children. These products are not toys and may be hazardous to small children. For example:

- A choking hazard may exist for small, detachable parts.
- Improper use could result in loud sounds, possibly causing hearing injury.
- Improperly handled batteries could overheat and cause a burn.

Similar to a computer, if a child does use your mobile device, you may want to monitor their access to help prevent exposure to inappropriate apps or content.

Glass Parts

Some parts of your mobile device may be made of glass. This glass could break if the product receives a substantial impact. If glass breaks, do not touch or attempt to remove. Stop using your mobile device until the glass is replaced by a qualified service center.

Operational Warnings

Obey all posted signs when using mobile devices in public areas.





Potentially Explosive Atmospheres




Areas with potentially explosive atmospheres are often, but not always, posted and can include fueling areas, such as below decks on boats, fuel or chemical transfer or storage facilities, or areas where the air contains chemicals or particles, such as grain dust, or metal powders.

When you are in such an area, turn off your mobile device, and do not remove, install, or charge batteries unless it is a radio product type especially qualified for use in such areas as “Intrinsically Safe” (for example, Factory Mutual, CSA, or UL approved). In such areas, sparks can occur and cause an explosion or fire.

Symbol Key

Your battery, charger, or mobile device may contain symbols, defined as follows:

| Symbol | Definition |
|--|--|
|  | Important safety information follows. |
|  | Do not dispose of your battery or mobile device in a fire. |
|   | Your battery or mobile device may require recycling in accordance with local laws. Contact your local regulatory authorities for more information. |

| Symbol | Definition |
|--|--|
|  | Do not dispose of your battery or mobile device with your household waste. See "Recycling" for more information. |
|  | Do not use tools. |
|  | For indoor use only. |

Radio Frequency (RF) Energy

Exposure to RF Energy

Your mobile device contains a transmitter and receiver. When it is ON, it receives and transmits RF energy.

When you communicate with your mobile device, the system handling your call controls the power level at which your mobile device transmits.

Your mobile device is designed to comply with local regulatory requirements in your country concerning exposure of human beings to RF energy.

RF Energy Operational Precautions

For optimal mobile device performance, and to be sure that human exposure to RF energy does not exceed the guidelines set forth in the relevant standards, always follow these instructions and precautions:

- When placing or receiving a phone call, hold your mobile device just like you would a landline phone.
- If you wear the mobile device on your body, always place the mobile device in a Motorola-supplied or approved clip, holder, holster, case, or body harness. If you do not use a body-worn accessory supplied or approved by Motorola, keep the mobile device and its antenna at least 2.5 cm (1 inch) from your body when transmitting.
- Using accessories not supplied or approved by Motorola may cause your mobile device to exceed RF energy exposure guidelines. For a list of Motorola-supplied or approved accessories, visit our website at: www.motorola.com.

RF Energy Interference/Compatibility

Nearly every electronic device is subject to RF energy interference from external sources if inadequately shielded, designed, or otherwise configured for RF

energy compatibility. In some circumstances, your mobile device may cause interference with other devices.

Follow Instructions to Avoid Interference Problems

Turn off your mobile device in any location where posted notices instruct you to do so.

In an aircraft, turn off your mobile device whenever instructed to do so by airline staff. If your mobile device offers an airplane mode or similar feature, consult airline staff about using it in flight.

Implantable Medical Devices

If you have an implantable medical device, such as a pacemaker or defibrillator, consult your physician before using this mobile device.

Persons with implantable medical devices should observe the following precautions:

- ALWAYS keep the mobile device more than 20 centimeters (8 inches) from the implantable medical device when the mobile device is turned ON.
- DO NOT carry the mobile device in the breast pocket.
- Use the ear opposite the implantable medical device to minimize the potential for interference.
- Turn OFF the mobile device immediately if you have any reason to suspect that interference is taking place.

Read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your mobile device with your implantable medical device, consult your healthcare provider.

Specific Absorption Rate (IEEE)

YOUR MOBILE DEVICE MEETS FCC LIMITS FOR EXPOSURE TO RADIO WAVES.

Your mobile device is a radio transmitter and receiver. It is designed not to exceed the limits for exposure to radio waves (radio frequency electromagnetic fields) adopted by the Federal Communications Commission (FCC). These limits include a substantial safety margin designed to assure the safety of all persons, regardless of age and health.

The radio wave exposure guidelines use a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit for mobile devices is 1.6 W/kg.

Tests for SAR are conducted using standard operating positions with the device transmitting at its highest certified power level in all tested frequency bands. The

highest SAR values under the FCC guidelines for your device model are listed below:

| | | |
|----------------------|--|-----------|
| Head SAR | CDMA 800/1900, Wi-Fi, WiMax, Bluetooth | 0.93 W/kg |
| Body-worn SAR | CDMA 800/1900, Wi-Fi, WiMax, Bluetooth | 0.91 W/kg |

During use, the actual SAR values for your device are usually well below the values stated. This is because, for purposes of system efficiency and to minimize interference on the network, the operating power of your mobile device is automatically decreased when full power is not needed for the call. The lower the power output of the device, the lower its SAR value.

Body-worn SAR testing has been carried out using an approved accessory or at a separation distance of 2.5 cm (1 inch). To meet RF exposure guidelines during body-worn operation, the device should be in an approved accessory or positioned at least 2.5 cm

(1 inch) away from the body. If you are not using an approved accessory, ensure that whatever product is used is free of any metal and that it positions the phone at least 2.5 cm (1 inch) away from the body.

The World Health Organization has stated that present scientific information does not indicate the need for any special precautions for the use of mobile devices. They recommend that if you are interested in further reducing your exposure then you can easily do so by limiting your usage or simply using a hands-free kit to keep the device away from the head and body.

Additional information can be found at www.who.int/emf (World Health Organization) or www.motorola.com/rfhealth (Motorola Mobility, Inc.).

Information from the World Health Organization

“A large number of studies have been performed over the last two decades to assess whether mobile

phones pose a potential health risk. To date, no adverse health effects have been established for mobile phone use.”

Source: WHO Fact Sheet 193

Further information: <http://www.who.int/emf>

European Union Directives Conformance Statement

The following CE compliance information is applicable to Motorola mobile devices that carry one of the following CE marks:

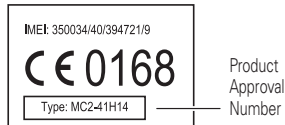
 C E 0168

 C E 0168 ⚠

[Only Indoor Use Allowed In France for Bluetooth and/or Wi-Fi]

Hereby, Motorola declares that this product is in compliance with:

- The essential requirements and other relevant provisions of Directive 1999/5/EC
- All other relevant EU Directives



The above gives an example of a typical Product Approval Number.

You can view your product's Declaration of Conformity (DoC) to Directive 1999/5/EC (to R&TTE Directive) at www.motorola.com/rtte. To find your DoC, enter the Product Approval Number from your product's label in the "Search" bar on the website.

FCC Notice to Users

The following statement applies to all products that bear the FCC logo on the product label.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. See 47 CFR Sec. 15.105(b). These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and the receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. See 47 CFR Sec. 15.19(a)(3).

Motorola has not approved any changes or modifications to this device by the user. Any changes or modifications could void the user's authority to operate the equipment. See 47 CFR Sec. 15.21.

For products that support W-Fi 802.11a (as defined in the product specifications available at www.motorola.com), the following information applies. This equipment has the capability to operate Wi-Fi in the 5 GHz Unlicensed National Information Infrastructure (U-NII) band. Because this band is shared with MSS (Mobile Satellite Service), the FCC has restricted such devices to indoor use only (see 47 CFR 15.407(e)). Since wireless hot spots operating in this band have the same restriction, outdoor services are not offered. Nevertheless, please do not operate this device in Wi-Fi mode when outdoors.

Industry Canada Notice to Users

Operation is subject to the following two conditions: (1) This device may not cause interference and (2) This device must accept any interference, including interference that may cause undesired operation of the

device. See RSS-GEN 7.1.5. This Class B digital apparatus complies with Canadian ICES-003.

Location Services (GPS & AGPS)

The following information is applicable to Motorola mobile devices that provide location based (GPS and/or AGPS) functionality.

Your mobile device can use *Global Positioning System* (GPS) signals for location-based applications. GPS uses satellites controlled by the U.S. government that are subject to changes implemented in accordance with the Department of Defense policy and the Federal Radio Navigation Plan. These changes may affect the performance of location technology on your mobile device.

Your mobile device can also use *Assisted Global Positioning System* (AGPS), which obtains information from the cellular network to improve GPS performance. AGPS uses your wireless service

provider's network and therefore airtime, data charges, and/or additional charges may apply in accordance with your service plan. Contact your wireless service provider for details.

Your Location

Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile devices which are connected to a wireless network transmit location-based information. Devices enabled with GPS or AGPS technology also transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. This location-based information may be shared with third parties, including your wireless service provider, applications providers, Motorola, and other third parties providing services.

Emergency Calls

When you make an emergency call, the cellular network may activate the AGPS technology in your mobile device to tell the emergency responders your approximate location.

AGPS has limitations and might not work in your area. Therefore:

- Always tell the emergency responder your location to the best of your ability; and
- Remain on the phone for as long as the emergency responder instructs you.

Navigation

The following information is applicable to Motorola mobile devices that provide navigation features.

When using navigation features, note that mapping information, directions and other navigational data may contain inaccurate or incomplete data. In some

countries, complete information may not be available. Therefore, you should visually confirm that the navigational instructions are consistent with what you see. All drivers should pay attention to road conditions, closures, traffic, and all other factors that may impact driving. Always obey posted road signs.

Smart Practices While Driving

Check the laws and regulations on the use of mobile devices and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas—for example, handsfree use only may be required. Go to www.motorola.com/callsmart (in English only) for more information.

Your mobile device lets you communicate by voice and data—almost anywhere, anytime, wherever wireless service is available and safe conditions allow. When driving a car, driving is your first responsibility. If

you choose to use your mobile device while driving, remember the following tips:

- **Get to know your Motorola mobile device and its features such as speed dial, redial and voice dial.** If available, these features help you to place your call without taking your attention off the road.
- **When available, use a handsfree device.** If possible, add an additional layer of convenience to your mobile device with one of the many Motorola Original handsfree accessories available today.
- **Position your mobile device within easy reach.** Be able to access your mobile device without removing your eyes from the road. If you receive an incoming call at an inconvenient time, if possible, let your voicemail answer it for you.
- **Let the person you are speaking with know you are driving; if necessary, suspend the call in heavy traffic or hazardous weather conditions.**

Rain, sleet, snow, ice, and even heavy traffic can be hazardous.

- **Do not take notes or look up phone numbers while driving.** Jotting down a “to do” list or going through your address book takes attention away from your primary responsibility—driving safely.
- **Dial sensibly and assess the traffic; if possible, place calls when your car is not moving or before pulling into traffic.** If you must make a call while moving, dial only a few numbers, check the road and your mirrors, then continue.
- **Do not engage in stressful or emotional conversations that may be distracting.** Make people you are talking with aware you are driving and suspend conversations that can divert your attention away from the road.
- **Use your mobile device to call for help.** Dial 911 or other local emergency number in the case of fire,

traffic accident, or medical emergencies (wherever wireless phone service is available).

- **Use your mobile device to help others in emergencies.** If you see an auto accident, crime in progress, or other serious emergency where lives are in danger, call 911 or other local emergency number (wherever wireless phone service is available), as you would want others to do for you.
- **Call roadside assistance or a special non-emergency wireless assistance number when necessary.** If you see a broken-down vehicle posing no serious hazard, a broken traffic signal, a minor traffic accident where no one appears injured, or a vehicle you know to be stolen, call roadside assistance or other special non-emergency wireless number (wherever wireless phone service is available).

Privacy & Data Security

Motorola understands that privacy and data security are important to everyone. Because some features of your mobile device may affect your privacy or data security, please follow these recommendations to enhance protection of your information:

- **Monitor access**—Keep your mobile device with you and do not leave it where others may have unmonitored access. Use your device's security and lock features, where available.
- **Keep software up to date**—If Motorola or a software/application vendor releases a patch or software fix for your mobile device that updates the device's security, install it as soon as possible.
- **Secure Personal Information**—Your mobile device can store personal information in various locations including your SIM card, memory card, and phone memory. Be sure to remove or clear all personal

information before you recycle, return, or give away your device. You can also backup your personal data to transfer to a new device.

Note: For information on how to backup or wipe data from your mobile device, go to www.motorola.com/support.

- **Online accounts**—Some mobile devices provide a Motorola online account (such as MOTOBLUR). Go to your account for information on how to manage the account, and how to use security features such as remote wipe and device location (where available).
- **Applications and updates**—Choose your apps and updates carefully, and install from trusted sources only. Some apps can impact your phone's performance and/or have access to private information including account details, call data, location details and network resources.

- **Wireless**—For mobile devices with Wi-Fi features, only connect to trusted Wi-Fi networks. Also, when using your device as a hotspot (where available) use network security. These precautions will help prevent unauthorized access to your device.
- **Location-based information**—Location-based information includes information that can be used to determine the approximate location of a mobile device. Mobile phones which are connected to a wireless network transmit location-based information. Devices enabled with GPS or AGPS technology also transmit location-based information. Additionally, if you use applications that require location-based information (e.g. driving directions), such applications transmit location-based information. This location-based information may be shared with third parties, including your wireless service provider, applications providers, Motorola, and other third parties providing services.

- **Other information your device may transmit—**
Your device may also transmit testing and other diagnostic (including location-based) information, and other non-personal information to Motorola or other third-party servers. This information is used to help improve products and services offered by Motorola.

If you have further questions regarding how the use of your mobile device may impact your privacy or data security, please contact Motorola at privacy@motorola.com, or contact your service provider.

Use & Care

To care for your Motorola mobile device, please observe the following:



Liquids

Don't expose your mobile device to water, rain, extreme humidity, sweat, or other liquids. If it does get wet, don't try to accelerate drying with the use of an oven or dryer, as this may damage the mobile

device.



Extreme Heat or Cold

Don't store or use your mobile device in temperatures below -10°C (14°F) or above 60°C (140°F). Don't recharge your mobile device in temperatures below 0°C (32°F) or above 45°C (113°F).



Microwaves

Don't try to dry your mobile device in a microwave oven.



Dust and Dirt

Don't expose your mobile device to dust, dirt, sand, food, or other inappropriate materials.



Cleaning Solutions

To clean your mobile device, use only a dry soft cloth. Don't use alcohol or other cleaning solutions.



Shock and Vibration

Don't drop your mobile device.



Protection

To help protect your mobile device, always make sure that the battery compartment and

any connector covers are closed and secure.

Recycling

Mobile Devices & Accessories

Please do not dispose of mobile devices or electrical accessories (such as chargers, headsets, or batteries) with your household waste, or in a fire. These items should be disposed of in accordance with the national collection and recycling schemes operated by your local or regional authority. Alternatively, you may return unwanted mobile devices and electrical accessories to any Motorola Approved Service Center in your region. Details of Motorola approved national recycling schemes, and further information on Motorola recycling activities can be found at: www.motorola.com/recycling



Packaging & Product Guides

Product packaging and product guides should only be disposed of in accordance with national collection and recycling requirements. Please contact your regional authorities for more details.

California Perchlorate Label

Some mobile phones use an internal, permanent backup battery on the printed circuit board that may contain very small amounts of perchlorate. In such cases, California law requires the following label:

Perchlorate Material – special handling may apply when the battery is recycled or disposed of. See www.dtsc.ca.gov/hazardouswaste/perchlorate

There is no special handling required by consumers.

Hearing Aid Compatibility with Mobile Phones

Some Motorola phones are measured for compatibility with hearing aids. If the box for your particular model has “Rated for Hearing Aids” printed on it, the following explanation applies.

When some mobile phones are used near some hearing devices (hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate.

The wireless telephone industry has developed ratings for some of their mobile phones, to assist hearing device users in finding phones that may be compatible with their hearing devices. Not all phones have been rated. Phones that are rated have the rating on their box or a label on the box. To maintain the

published Hearing Aid Compatibility (HAC) rating for this mobile phone, use only the original equipment battery model.

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids. It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Contact your service provider or Motorola for information on hearing aid compatibility. If you have questions about return or exchange policies, contact your service provider or phone retailer.

The ratings are not guarantees. Results will vary depending on the user's hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated

phone successfully. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

M-Ratings: Phones rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. M4 is the better/higher of the two ratings.

T-Ratings: Phones rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone Switch") than unrated phones. T4 is the better/higher of the two ratings. (Note that not all hearing devices have telecoils in them.)

Hearing devices may also be measured for immunity to this type of interference. Your hearing device manufacturer or hearing health professional may help you find results for your hearing device. The more immune your hearing aid is, the less likely you are to experience interference noise from mobile phones.

Software Copyright Notice

Motorola products may include copyrighted Motorola and third-party software stored in semiconductor memories or other media. Laws in the United States and other countries preserve for Motorola and third-party software providers certain exclusive rights for copyrighted software, such as the exclusive rights to distribute or reproduce the copyrighted software. Accordingly, any copyrighted software contained in Motorola products may not be modified, reverse-engineered, distributed, or reproduced in any manner to the extent allowed by law. Furthermore, the purchase of Motorola products shall not be deemed to grant either directly or by implication, estoppel, or otherwise, any license under the copyrights, patents, or patent applications of Motorola or any third-party software provider, except for the normal, non-exclusive, royalty-free license to use that arises by operation of law in the sale of a product.

Content Copyright

The unauthorized copying of copyrighted materials is contrary to the provisions of the Copyright Laws of the United States and other countries. This device is intended solely for copying non-copyrighted materials, materials in which you own the copyright, or materials which you are authorized or legally permitted to copy. If you are uncertain about your right to copy any material, please contact your legal advisor.

Open Source Software Information

For instructions on how to obtain a copy of any source code being made publicly available by Motorola related to software used in this Motorola mobile device, you may send your request in writing to the address below. Please make sure that the request includes the model number and the software version number.

MOTOROLA MOBILITY, INC.
OSS Management
600 North US Hwy 45
Libertyville, IL 60048
USA

The Motorola website opensource.motorola.com also contains information regarding Motorola's use of open source.

Motorola has created the opensource.motorola.com website to serve as a portal for interaction with the software community-at-large.

To view additional information regarding licenses, acknowledgments and required copyright notices for open source packages used in this Motorola mobile device, please press Menu Key > **Settings**

> **About phone** > **Legal information** >

Open source licenses. In addition, this Motorola device may include self-contained applications that

present supplemental notices for open source packages used in those applications.

Export Law Assurances

This product is controlled under the export regulations of the United States of America and Canada. The Governments of the United States of America and Canada may restrict the exportation or re-exportation of this product to certain destinations. For further information contact the U.S. Department of Commerce or the Canadian Department of Foreign Affairs and International Trade.

Product Registration

Online Product Registration:

www.motorola.com/us/productregistration

Product registration is an important step toward enjoying your new Motorola product. Registering permits us to contact you for product or software

updates and allows you to subscribe to updates on new products or special promotions. Registration is not required for warranty coverage.

Please retain your original dated sales receipt for your records. For warranty service of your Motorola Personal Communications Product you will need to provide a copy of your dated sales receipt to confirm warranty status.

Thank you for choosing a Motorola product.

Service & Repairs

If you have questions or need assistance, we're here to help.

Go to www.motorola.com/repair (United States) or www.motorola.com/support (Canada), where you can select from a number of customer care options. You can also contact the Motorola Customer Support Center at 1-800-734-5870 (United States), 1-888-390-

6456 (TTY/TDD United States for hearing impaired), or 1-800-461-4575 (Canada).

Owner's Record

The model number, regulatory number, and serial number are located on a nameplate inside the battery compartment. Record the serial number in the space provided below. This will be helpful if you need to contact us about your phone in the future.

Model: MOTOROLA PHOTON 4G

Serial No.:

Copyright & Trademarks

Motorola Mobility, Inc.
Consumer Advocacy Office
600 N US Hwy 45
Libertyville, IL 60048
www.motorola.com

Note: Do not ship your product to the above address. If you need to return your product for repairs, replacement, or warranty service, please contact the Motorola Customer Support Center at:

1 (800) 734-5870 (United States)
1 (888) 390-6456 (TTY, TDD United States for hearing impaired)
1 (800) 461-4575 (Canada)

Certain features, services and applications are network dependent and may not be available in all areas; additional terms, conditions and/or charges may apply. Contact your service provider for details.

All features, functionality, and other product specifications, as well as the information contained in this guide, are based upon the latest available information and believed to be accurate at the time of printing. Motorola reserves the right to change or modify any information or specifications without notice or obligation.

Note: The images in this guide are examples only.

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trademarks of Google, Inc. All other product or service names are the property of their respective owners.

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WARNING: Motorola does not take responsibility for changes/modification to the transceiver.

Product ID: MOTOROLA PHOTON 4G (MB855)

Manual Number: NNTN9185A

Manufacturer's Warranty

Your device has been designed to provide you with reliable, worry-free service. If for any reason you have a problem with your equipment, please refer to the manufacturer's warranty in this section.

For information regarding the terms and conditions of service for your device, please visit www.sprint.com or call Sprint Customer Service at 1-888-211-4727.

Note: In addition to the warranty provided by your device's manufacturer, which is detailed on the following pages, Sprint offers a number of optional plans to cover your equipment for non-warranty claims. **Sprint Total Equipment Protection** provides the combined coverage of the **Sprint Equipment Replacement Program** and the **Sprint Equipment Service and Repair Program**, both of which are available separately. Each of these programs may be signed up for within 30 days of activating your device. For more details, please visit your nearest Sprint Store or call Sprint at **1-800-584-3666**.

Motorola Limited Warranty for the United States and Canada

What Does this Warranty Cover?

Subject to the exclusions contained below, Motorola Mobility, Inc. warrants its mobile telephones ("Products"), Motorola-branded or certified accessories sold for use with these Products ("Accessories"), and Motorola software contained on CD-ROMs or other tangible media and sold for use with these Products ("Software") to be free from defects in materials and workmanship under normal consumer usage for the period(s) outlined below. This limited warranty is a consumer's exclusive remedy, and applies as follows to new Motorola Products, Accessories, and Software purchased by consumers in the United States or Canada, which are accompanied by this written warranty:

Products and Accessories

| Products Covered | Length of Coverage |
|---|--|
| Products and Accessories as defined above, unless otherwise provided for below. | One (1) year from the date of purchase by the first consumer purchaser of the product unless otherwise provided for below. |
| Decorative Accessories and Cases. Decorative covers, bezels, PhoneWrap™ covers and cases. | Limited lifetime warranty for the lifetime of ownership by the first consumer purchaser of the product. |

| Products Covered | Length of Coverage |
|--|--|
| Monaural Headsets. Ear buds and boom headsets that transmit mono sound through a wired connection. | Limited lifetime warranty for the lifetime of ownership by the first consumer purchaser of the product. |
| Products and Accessories that are Repaired or Replaced. | The balance of the original warranty or for ninety (90) days from the date returned to the consumer, whichever is longer. |

Exclusions (Products and Accessories)

Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.

Batteries. Only batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this limited warranty.

Abuse & Misuse. Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) use of the Products or Accessories for commercial purposes or subjecting the Product or Accessory to abnormal usage or conditions; or (d) other acts which are not the fault of Motorola, are excluded from coverage.

Use of Non-Motorola Products and Accessories.

Defects or damage that result from the use of non-Motorola branded or certified Products, Accessories, Software or other peripheral equipment are excluded from coverage.

Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Motorola, or its authorized service centers, are excluded from coverage.

Altered Products. Products or Accessories with (a) serial numbers or date tags that have been removed, altered or obliterated; (b) broken seals or that show evidence of tampering; (c) mismatched board serial numbers; or (d) nonconforming or non-Motorola housings, or parts, are excluded from coverage.

Communication Services. Defects, damages, or the failure of Products, Accessories or Software due to any communication service or signal you may subscribe to or use with the Products Accessories or Software is excluded from coverage.

Software

| Products Covered | Length of Coverage |
|--|--|
| Software. Applies only to physical defects in the media that embodies the copy of the software (e.g. CD-ROM, or floppy disk). | Ninety (90) days from the date of purchase. |

Exclusions (Software)

Software Embodied in Physical Media. No warranty is made that the software will meet your requirements or will work in combination with any hardware or software applications provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

Software NOT Embodied in Physical Media. Software that is not embodied in physical media (e.g. software that is downloaded from the Internet), is provided “as is” and without warranty.

Who is Covered?

This warranty extends only to the first consumer purchaser, and is not transferable.

What Will Motorola Do?

Motorola, at its option, will at no charge repair, replace or refund the purchase price of any Products, Accessories or Software that does not conform to this warranty. We may use functionally equivalent reconditioned/refurbished/pre-owned or new Products, Accessories or parts. No data, software or applications added to your Product, Accessory or Software, including but not limited to personal contacts, games and ringer tones, will be reinstalled.

To avoid losing such data, software, and applications, please create a back up prior to requesting service.

How to Obtain Warranty Service or Other Information

| | |
|--------|----------------|
| USA | 1-800-734-5870 |
| Canada | 1-800-461-4575 |
| TTY | 1-888-390-6456 |

You will receive instructions on how to ship the Products, Accessories or Software, at your expense, to a Motorola Authorized Repair Center. To obtain service, you must include: (a) a copy of your receipt, bill of sale or other comparable proof of purchase; (b) a written description of the problem; (c) the name of your service provider, if applicable; (d) the name and location of the installation facility (if applicable)

and, most importantly; (e) your address and telephone number.

What Other Limitations are There?

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL MOTOROLA BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

Sprint Service Agreement: General Terms and Conditions of Service

Please note these terms may not be the most current version. A current version of the terms is available on our website or upon request.

Note: Para solicitar esta lituratura en español, por favor contactar a 1-800-777-4681.

Basic Definitions

In this document: (1) “we,” “us,” “our,” “Nextel,” and “Sprint” mean Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS, or Nextel; (2) “you,” “your,” “customer,” and “user” mean an account holder or user with us; (3) “Device” means any phone,

aircard, mobile broadband device, any other device, accessory or other product we sell to you or that is active on your account with us; and (4) “Service” means our offers, rate plans, options, wireless services or Devices on your account with us.

The Service Agreement

The Service Agreement (“Agreement”) is a contract under which we provide and you accept our Services. In addition to these Terms and Conditions of Service (“Ts&Cs”), there are several parts to the Agreement, including, but not limited to, the Subscriber Agreement you sign or accept, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you. **It is important that you carefully read all of the terms of the Agreement.**

Services Covered By These Ts&Cs & Additional Terms

These Ts&Cs apply to our standard wireless Services and any other Service we offer you that references these Ts&Cs. If you are a business customer, your Agreement is exclusively governed by the Standard Terms and Conditions for Communications Service, the Wireless Services Product Annex, and the applicable Product specific terms posted at <http://www.sprint.com/ratesandconditions>. Additional terms and conditions for Equipt for Business customers may be found at <http://www.sprint.com/equipt>. Rates and charges are listed in the Service Plans & Rates Guide for business customers and any supplemental materials. Additional terms will apply when you use certain Services, typically those you can access online (for example, picture/video Services, online forums, etc.). Additional terms will apply to certain Devices and applications (the terms may come from Sprint or a

third party) and will be provided with the Device or prior to the use of the application, as applicable. Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing/payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service.

Our Policies

Services are subject to our business policies, practices and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our

Policies are subject to change at anytime with or without notice.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral, or electronic statement; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. **If you don't want to accept the Agreement, don't do any of these things.**

Term Commitments & Early Termination Fees

Many of the Services (for example, Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years

("Term Commitment"). **You will be charged a fee ("Early Termination Fee") for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement), but such Early Termination Fee may be prorated based on your remaining Term Commitment.** Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary based on the Services you select and will be disclosed to you during the sales transaction. **Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment.** As explained directly below, there are instances when you

will not be responsible for an Early Termination Fee for terminating Services early.

When You Don't Have To Pay An Early Termination Fee

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) consistent with our published trial period return policy; or (c) in response to a materially adverse change we make to the Agreement as described directly below.

Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of material changes, and may provide you notice of non-material changes, in a

manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line of Service materially affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not

limited to: (a) late payment; (b) exceeding an Account Spending Limit; (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (g) breaching the Agreement or failing to follow our Policies; (h) providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications; (j) failing to use our Services for an extended period of time; (k) failing to maintain an active Device in connection with the Service; or (l) if we believe the action protects our interests, any customer's interests or our network.

Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require a new Term Commitment. Changes to Services are usually effective at the start of the next full invoicing cycle. If the changes take place sooner, your invoice may reflect pro-rated charges for your old and new Services. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services, which will include the authority to make changes that will extend your Term Commitment. You are responsible for any changes to your Services made by a person you authorize and those changes will be treated as modifications to this Agreement.

Your Right To Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to Sprint and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service, and if you are subject to a Term Commitment, you may be charged all or part of an Early Termination Fee. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. **Except as provided above, you must also pay us an Early Termination Fee for each line of Service that you terminate early.**

Credit Checks & Credit Information

We agree to provide you Services on the condition you have and maintain satisfactory credit according to our standards and policies. You agree to provide information we may request or complete any applications we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services, or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge

information to any credit reporting agency or industry clearinghouse.

Account Spending Limits (“ASL”)

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count towards an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

Deposits & Returning Deposits

We may at any time require a deposit, as a guarantee of payment, for you to establish or maintain Service (“Deposit”). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can’t use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won’t earn interest and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We’ll send any remaining portion of the Deposit to your last known address within 90 days after your final invoice – if it is returned to us, we will forward it on to the

appropriate state authorities to the extent required by law.

Restrictions On Using Services

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or (b) in any way prohibited by the terms of our Services, the Agreement or our Policies. You cannot in any manner resell the Services to another party. See our Acceptable Use Policy and Visitor Agreement, which is available on our website, for additional restrictions on the use of our Services.

Your Device, Number & E-mail Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the

manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through.** Your Device is designed to be activated on the Sprint network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your CDMA Sprint PCS phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit Sprint.com or call 1-888-211-4727 for information and eligibility requirements.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all of the Services associated with that number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available at our stores and on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere and Service speeds are not guaranteed. Service speeds**

may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, etc.), may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

Roaming

The term “roaming” typically refers to coverage on another carrier’s network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guaranty that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you’re roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data Services, voicemail, call waiting, etc.).

About Data Services & Content

Our data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials (“Data Content”) or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringers, etc.). We make absolutely no guarantees about the Data Content you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You’re solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors.** Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing

certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device you have selected as specifically intended for that purpose

(for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend or constrain any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network. If your Services include web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, Sprint Mobile Broadband card plans, wireless router plans, etc.).

Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

Account & Service Charges

You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services. Charges include, but are not limited to, the monthly recurring charges, usage charges, charges for additional services, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our

marketing materials, and in confirmation materials we may send to you. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts and web access. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge at some point after you use the Services. Services offered on a per-day basis end 24 hours after Service is initiated. You may have the opportunity to purchase Services on a subscription basis where we assess “subscription charges” – charges that allow you access to the Services and/or provide you a certain amount of use of the Services for a defined period of time. Depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription

periods. Subscription services offered on a recurring basis do not end until terminated by you or us. Subscription charges for recurring Services occur at the beginning of each bill cycle. Information regarding your bill cycle for subscription Services will be provided when you order the Services.

How We Calculate Your Charges For Billing Purposes

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press “Talk” or your Device connects to the network and stops when you press “End” or the network connection otherwise breaks. You’re charged for all calls that connect, even to answering machines. You won’t be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you’re charged from the time shortly before the Device starts ringing until you press END or the network connection

otherwise breaks. If charges vary depending on the time of day that you place or receive calls (for example, Nights and Weekend plans), you’re charged for the entire call based on the rate that applies to the time period in which the call starts.

Walkie-Talkie Charges: Charges for walkie-talkie calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You’re charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a walkie-talkie call and ends approximately 6 seconds after completion of a communication to which no participant responds – subsequent walkie-talkie communications are considered new calls. Depending on your plan, nationwide, international or group walkie-talkie calls may use the local walkie-talkie

minutes in your plan and result in additional charges. Responses to call alert transmissions are treated as new walkie-talkie transmissions even when responding within 6 seconds of receiving the alert. Walkie-talkie billing methods are subject to change as we introduce new walkie-talkie Services.

Data Usage: Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes – not in minutes/time. 1024 bytes equals 1 kilobyte (“KB”), 1024 KB equals 1 megabyte (MB), and 1024 MB equals 1 gigabyte. Bytes are rounded up to kilobytes, so you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed

price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data network, you may incur data charges. Examples of data you will be charged for includes the size of a requested file or Data Content (game, ringer, etc.), web page graphics (logos, pictures, banners, advertisement, etc.), additional data used in accessing, transporting and routing the file on our network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage – for example, the size of downloadable files – are not reliable predictors of actual usage. Your bill won’t separately list the

number of KB attributed to a specific action/data session.

Your Bill

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. **Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.).** Your paper bill may not include itemized billing detail. More specific billing information is available online. Paper bills with itemized detail may be subject to an additional charge. Unless prohibited by law, other

charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category. If you choose internet billing, you will not receive paper bills.

Your Payments; Late Fees

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution.

Acceptance of payments (even if marked “paid in full”) does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier’s check, money order, or other similar secure form of payment at any time for good reason.

Taxes & Government Fees

You agree to pay all federal, state and local taxes, fees and other assessments that we’re required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice. If you’re claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won’t be applied retroactively.

Surcharges

You agree to pay all surcharges (“Surcharges”), which may include, but are not limited to: Federal Universal

Service, various regulatory charges, Sprint administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. **Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided

during the sales transaction and is available on our website.

Disputing Charges - You Must Still Pay Undisputed Charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period – undisputed charges must still be paid as stated on your bill.

Protecting Our Network & Services

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage – for

example, message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, network, Services and equipment, see our Acceptable Use Policy and Visitor Agreement at our website.

Your Privacy

Our Privacy Policy is available on our website. To review the policy, visit www.sprint.com/legal/privacy.html. This policy may change from time to time, so review it with regularity and care.

Call Monitoring: To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your

conversations with our customer service or sales departments).

Authentication and Contact: You (the account holder) may password protect your account information by establishing a personal identification number (“PIN”). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords and other account access credentials like your backup security question from loss or disclosure. You further agree that Sprint may, in our sole discretion, treat any person who presents your credentials for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service related reasons through the contact information you provide, through the Services or Devices to which you subscribe or through other available means, including text message, email, fax,

recorded message, mobile, residential or business phone, or mail.

CPNI: As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

Third-Party Applications: If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Sprint to

disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize Sprint to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

Information on Devices: Your Device may contain sensitive or personal information. Sprint is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning, or recycling your Device. By submitting your Device to us,

you agree that our employees, contractors, or vendors may access all of the information on your Device.

Location-Based Services

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services.

You agree that any authorized user may access, use or authorize Sprint or third-party location-sensitive applications through the Services. You understand that your use of such location-sensitive applications is subject to the application's terms and conditions and

policies, including its privacy policy. If you activate location-sensitive services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

911 Or Other Emergency Calls

Public Safety Officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a

state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service (“E911”), where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 – you should follow voice prompts when interacting with emergency service providers employing IVR systems to screen calls.

If Your Device Is Lost or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. A lost or stolen Device does not reduce or remove your Term

Commitment. You will remain liable for any monthly recurring charges associated with the Service on your Device after you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND

DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

You Agree We Are Not Responsible For Certain Problems

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g)

information or communication that is blocked by a spam filter, (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and to back-up your information stored on each.

You Agree Our Liability Is Limited - No Consequential Damages.

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION

We Agree To First Contact Each Other With Any Disputes

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. We agree to contact each other as described in the Providing Notice to Each Other Under The Agreement section of the Ts&Cs.

Instead Of Suing In Court, We Each Agree To Arbitrate Disputes

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's

fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) **"Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated** – this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Providing Notice to Each

Other Under The Agreement section of the Ts&Cs and notice to us will be sent to: General Counsel; Arbitration Office; 2001 Edmund Halley Drive VARESP0513-502; Reston, Virginia 20191. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of the last billing address of the Device. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.

(5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.

(6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above: (a) \$25 if you are seeking less than \$1,000 from us; or (b) the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

Exceptions To Our Agreement To Arbitrate Disputes

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see “Location Based Services” section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice through one or more of the following: in your bill, correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the billing address of the Device, without regard to the

conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements – you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond

the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial), survive termination of Services.

**[End Sprint Service Agreement:
General Terms and Conditions of Service]**

Important Message From Sprint

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

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

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

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