

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE FILING BY)
BROOKINGS MUNICIPAL UTILITIES)
D/B/A SWIFTEL COMMUNICATIONS)
FOR DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS CARRIER)**

TC04-213

RECEIVED

FEB 17 2006

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

In order to comply with the conditions placed upon Brookings Municipal Utilities d/b/a

Swiftel Communications ETC designation, as granted by the South Dakota Public Utilities

Commission at its Meeting held on January 17, 2006, Petitioner hereby submits the materials
required to be filed on or before February 1, 2006 as follows:

AMENDED COMPLIANCE FILING

1. On or before February 1, 2006, Swiftel shall file its advertising plans materials for South Dakota that it plans that is plans to use to inform consumer of its universal service offerings. Included in these advertising plans and materials shall be the advertising plans and materials regarding the Lifeline and Link-up programs and the forms for applying for Lifeline and Link-Up in South Dakota.

See Documents Attached as Attachment A. Included with Attachment A are Lifeline and Linkup advertising materials that Swiftel current uses for its wireline telephone operations. These sample advertising materials are similar to those that will be used for Swiftel's wireless PCS Lifeline and Linkup service offering. All advertising will appear through a variety of sources, such as, in-store displays, newspaper advertising and at local resource centers such as unemployment offices.

2. On or before February 1, 2006, Swiftel shall file its service agreements pursuant to which it intends to offer its universal service offerings in South Dakota. The agreements shall be consistent with the Commission's service quality rules and shall also advise customers that they may qualify for financial assistance under the federal Link-Up and Lifeline programs and provide basic information on how to apply.

Please See Documents Attached as Attachment B.


3. The service agreement shall state that any disputes or claims arising under the service agreement may be subject to the Commission's complaint jurisdiction, at the consumer's option. Thus, Swiftel's service agreements shall not compel submission of disputes to arbitration which would deprive customers of access to the complaint procedures of SDCL chapter 49-13 and ARSD Chapter 20:10:01.

Please note in the text of the Service Agreements provided it is indicated that Mandatory Arbitration is required. As a telecommunications company Swiftel is subject to chapter 49-13 which allows consumers to file complaints with the Commission. As such, Swiftel has amended the Service Agreements with an addendum which states that any disputes or claims arising under the Service Agreements may be subject to the Commission's jurisdiction. Because the Service Agreements utilized by Swiftel are standard Sprint service agreements, the basic text of which cannot be independently altered by Swiftel. However, because chapter 49-13 takes precedence over individual contract language, Swiftel has notified consumers of their right to file complaints with the South Dakota Commission via the addendum to the Service Agreement.

A copy of the "Ts&Cs" as referenced in the Service Agreements is attached as well.

Respectfully submitted this 16th day of February, 2006.

BROOKINGS MUNICIPAL UTILITIES
d/b/a SWIFTEL COMMUNICATIONS

By: 
David A. LaFuria
B. Lynn F. Ratnavale
Its Attorneys

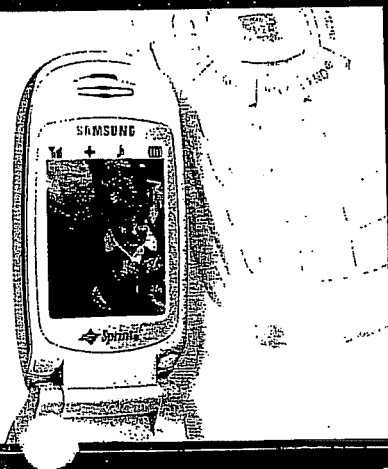
Lukas, Nace, Gutierrez & Sachs, Chtd.
1650 Tysons Boulevard
Suite 1500
McLean, Virginia 22102
(703) 584-8678

ATTACHMENT A

SAMPLE ADVERTISING MATERIALS



“**Do you
hear what
I hear?**”



Let 'em talk to Grandpa.

Let the kids talk to Grandpa. Let them talk to Santa. With the Sprint PCS Fair and Flexible Plan, you never pay big overage charges, and you don't pay for a lot of minutes you don't use. And on the nation's most complete, all-digital, advanced network, every call is crystal clear.

**The Sprint PCS
Fair & FlexibleSM Plan**



The Sprint PCS Fair & FlexibleSM Plan

The only plan that protects you from unfair overages.

Why you save more with Sprint.

You can talk all you want and never pay unfair overages because we add extra minutes to your plan when you need them. For example, 100 extra minutes never cost more than \$10 but would cost you at least \$40 with other plans. The Sprint PCS Fair & Flexible Plan is a better way to buy wireless.

And, when you talk less, you pay less.

Plans start at **'35** for 300 Anytime Minutes.

Other monthly charges apply. See below.**

Including:

- Adjustable Anytime Minutes.
- Unlimited Night & Weekend Minutes.
- Nationwide Long Distance.

Every minute. Every day.

Available with a two-year Sprint PCS® Advantage Agreement.

\$40 or more

300 Anytime Minutes plan

The other guys

\$10 or less

300 Anytime Minutes plan

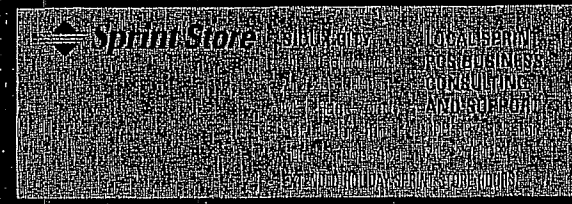
Sprint



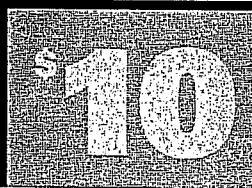
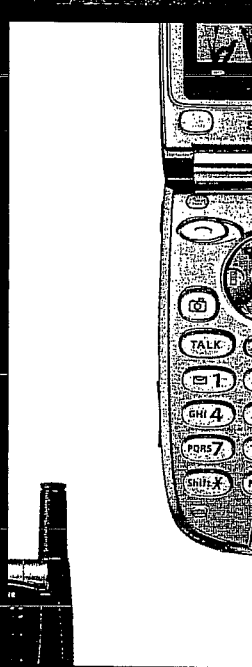
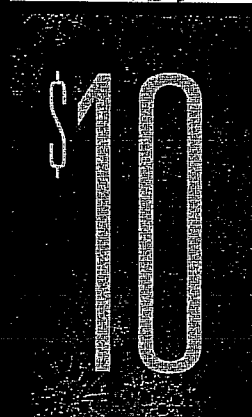
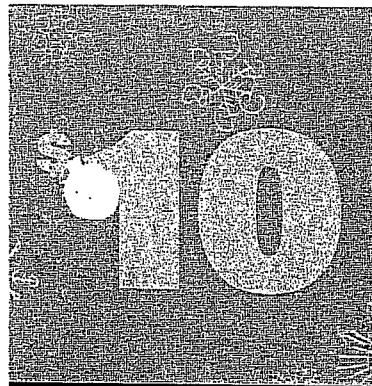
Sprint PCS. Now, that's better.SM

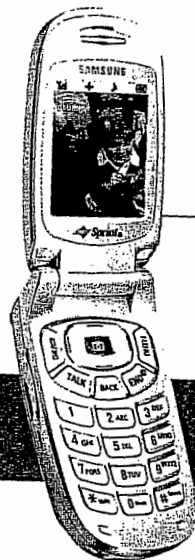
surcharges (including a USF charge of 2.04% and cost-recovery fees of \$.65, or other surcharges that vary by market), not included. Surcharges are not taxes or government-required charges.

network reaches over 240 million people. Coverage not available everywhere. Offers available at the **Stow City Sprint Store** only. Subject to credit, Terms and conditions apply. See store for rates and 01/15/15. **Sprint PCS Flat & Flexible Plan:** Includes minimum 300 monthly anytime minutes adjustable in 100-minute increments for \$5.00, with \$0.10 per minute for usage above 600 minutes compared based on service plans with 300 monthly anytime minutes and average charge of \$0.40 or \$0.45 per minute—base monthly charge will vary by carrier. A non-refundable \$36 phone and \$150 porting termination fee apply. A deposit may be required. **Flexitar Night & Weekend Minutes** are Mon.-Thurs. 9pm-7am and Fri. 9pm-7am. ©2014 Sprint. All rights reserved. Sprint



PRSRT STD
US POSTAGE
PAID
PERMIT #1209
SIOUX FALLS, SD





Snap & Flash: A high-resolution camera with flash

Sprint PCS Vision™ Picture Phone
VGA1000 by Samsung*

- Built-in Digital Camera
- Voice Recognition
- Sprint PCS Picture Mail™ Capable

\$10
reg. \$229**

These additional phones are also available for \$10: PM-3205 by Nokia*, PM-8200 by Sanyo*, RL-4920 by Sanyo*, or V1660 by Samsung*.

Purchase of the Roam Free Pack or the Sprint PCS Vision Picture Pack is required to receive any of the special \$10 phone offers.

Instant Savings requires in-store purchase and activation of a new line of service. A two-year Sprint PCS* Advantage Agreement for each line and qualifying credit is required.

Roam Free Pack

- 50% of used minutes can be roaming minutes
- Bonus**
 - Unlimited Sprint PCS to PCS Calling™
 - 7pm Unlimited Nights and Weekends

Sprint PCS Vision™ Picture Pack

- Unlimited Sprint PCS Picture Mail™
- 100 SMS Text Messages
- Unlimited Web & Email
- Bonus**
 - Unlimited Sprint PCS to PCS Calling™
 - 7pm Unlimited Nights and Weekends

Bundles are combinable and stackable. Offers require 2 year Sprint PCS Advantage Agreement on a new line of service.



Sprint

BROOKINGS M-F 8am-6pm
415 Fourth St. Sat. 10am-3pm **605-692-6211**

**Taxes and surcharges (including a USF charge of 2.04% and cost-recovery fees of \$.80, or other surcharges that vary by market), not included. Surcharges are not taxes or government-required charges.

Nationwide network reaches over 240 million people. Coverage not available everywhere. All offers available only at the Sprint Retail Outlets listed. Subject to credit. Terms and conditions apply. See store for details. Offers end 12/31/04. A nonrefundable \$36 phone activation fee and \$150 early termination fee apply. A deposit may be required. Regular Night & Weekend Minutes are Mon.-Thurs 9pm-7am and Fri. 9pm-Mon. 7am. Domestic roaming calls exceeding 50% of your used anytime minutes are charged \$0.50 per minute. Calls are rounded up to the next whole minute. **Phone Offer:** Requires purchase and activation by 12/31/04. Savings may not exceed total purchase price of the phones. ©2004 Sprint. All rights reserved. Sprint and the diamond logo are trademarks of Sprint Communications Company L.P.

It's For You!

Sprint Customer Corner

Volume 3: September 2004

The Sprint Difference

Just what makes Sprint different from other wireless carriers? It is our combination of local service, a commitment to value and exclusive services to customers like you that mean the world to us.



Inside, you'll see information from local Sprint team members who are anxious to help you with your ever-changing communication needs. They're your neighbors and are proud to serve you with the Sprint PCS Fair & FlexibleSM Plan, leading-edge technology, and convenient services exclusive to Sprint.

Below are a few of the unique features that are available to you from Sprint.

- **Unlimited Night Minutes Starting at 7PM** Sprint understands the value of staying connected. That's why we offer Unlimited Night Minutes that start at 7pm instead of 9pm. That's at least 2400 extra minutes a month! Plus you still get unlimited minutes all weekend long. This optional feature may be added to any Sprint PCS[®] Service Plan that includes Unlimited Night & Weekend Minutes.

- **Sprint PCS Voice CommandSM** brings you the ease, convenience and safety of voice dialing. It is a nationwide, network-based, voice-activated dialing and information product, which enables you to dial, modify your address book entries, look up directory names and perform dozens of other functions by simply speaking into your handset.

- **Sprint PCS Picture MailSM** makes sharing pictures with friends and family easy. Using a Sprint PCS VisionSM Picture Phone, you can take full-color, digital pictures and send them immediately from your Sprint PCS Phone anytime, anywhere on the enhanced Sprint Nationwide PCS Network. You also have the option to store the pictures and enjoy later.

Sprint has released America's first 1.3 Megapixel Camera Phone that makes taking sharper pictures a snap. The Sprint PCS VisionSM Picture Phone PM-8920 takes wireless pictures to the next level by delivering high-quality pictures that are ideal for printing as well as sharing.

(continued on next page)

Inside this issue:

- The Sprint Difference
- From the Hip
- Score With Sprint
- Up to \$240 in service credits
- The Community Connection
- Roaming Solutions
- Business News

Introducing...

**America's first
1.3 Megapixel
Camera Phone**



Sprint PCS VisionSM
Picture Phone PM-8920



The Sprint Difference (continued from front)

• **Sprint PCS VisionSM** allows you to browse full-color graphic versions of popular Web sites, making it easier than ever to stay informed while on the go. Follow sports scores, breaking news and weather. Send and receive email and text messages, or chat on select Sprint PCS Vision Phones.

This rich, colorful graphic experience will be comparable to your home or office computer, anywhere on the enhanced Sprint Nationwide PCS Network.

• **Sprint PCS Video Mail** With a Sprint PCS Vision Video Phone and Sprint PCS Video Mail you can take 15-second movie clips and send them to any e-mail address, to another phone or store them on the Sprint PCS Picture MailSM Web site. This groundbreaking "one-touch" service allows you to take video with sound and easily send it to friends and relatives the same way you use Sprint PCS Picture Mail. Instead of snapshots, send clips of your kids at a sporting event, in the school concert, or just saying hi. This technology is changing the way you communicate, with one more way to share life as it happens anywhere on the enhanced Sprint Nationwide PCS Network.

• **Multimedia** lets you do so much more with your phone. See and hear the latest news, sports, weather and more in full color and vivid sound while on the go. The Multimedia channel content is sure to delight most anyone with a variety of audio and video channels, each with its own channel number. Hundreds of fresh clips are added daily from top-brand content providers like T, Weather Channel, E!, and CNN. It's like having your TV in the palm of your hand. With Sprint PCS Vision Multimedia Phones you'll always be in the know.

All this plus the voice clarity you've come to expect. Clearly, it's a whole new way to look at wireless. Sprint is your essential ally in helping you take full advantage of communications to actively shape the world you want.

Sincerely,

Karla

Karla Henriksen
Local Sprint PCS Marketing & Training Manager

From the Hip

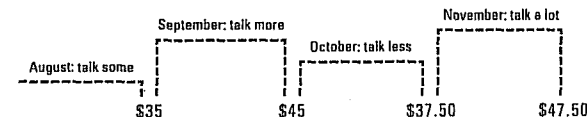
A valuable service that is often overlooked is Unlimited Sprint PCS to PCS CallingSM. With this service, you can call any other Sprint PCS Phone anytime, anywhere on the Sprint Nationwide PCS Network without using your regular plan minutes. So talk as much as you like with your Sprint friends and family!



Stop guessing. Start Saving.

The Sprint PCS Fair & FlexibleSM Plan

Every month, Sprint automatically adjusts your plan to the minutes you use.



as little as \$35 a month

Other monthly charges apply. See below.**

If you guess too low, there are overage charges. If you guess too high, it's a waste of money. With the Sprint PCS Fair & FlexibleSM Plan, you don't have to guess. Because it adjusts to your usage every month.

Includes:

- Adjustable Anytime Minutes.
- Unlimited Night & Weekend Minutes.
- Nationwide Long Distance Included. Every minute. Every day.

Offer requires a two-year Sprint PCSSM Advantage Agreement.



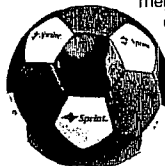
** Taxes and surcharges (including a USF charge of 2.04% and cost-recovery fees of \$ 00, or other surcharges that vary by market), not included. Surcharges are not taxes or government required charges.

Nationwide network reaches over 240 million people. Coverage not available everywhere. Offers may not be available everywhere. Subject to credit. Terms and conditions apply. See store for details. Offers end 8/30/04. Sprint PCS Fair & Flexible Plan includes minimum 300 monthly Anytime Minutes adjustable in 25- or 50-minute increments for \$2.50, with \$0.07 per minute for usage above 1250 minutes. A non-refundable \$35 phone activation fee and \$150 early termination fee apply. A deposit may be required. Night & Weekend Minutes are Mon.-Thurs. 9pm-7am and Fri. 9pm-Mon. 7am. Domestic roaming calls are charged \$0.50 per minute and, if applicable, an additional \$0.25 per minute for long distance. Calls are rounded up to the next whole minute. ©2004 Sprint. All rights reserved. Sprint and the diamond logo are trademarks of Sprint Communications Company L.P.

Score With Sprint

by Norvo Buchloh,
Retail Operations Manager

Sprint is a proud sponsor of Soccer Programs in Brookings, Watertown and Sioux Falls. We are committed to investing in our children's future, and, as a result, the future of our communities. As a soccer dad and coach I am pleased to offer a "Soccer Families ONLY" special in Brookings, Watertown and Sioux Falls. If you already have Sprint PCS Service, bring this newsletter to your local Sprint Store, mention your involvement with soccer, and we will give you 5% off of your monthly service fee for the length of your contract. We will also give you a free accessory and your child a free Sprint Soccer Ball (while supplies last).



Offers good for soccer coaches, volunteers, parents or players who already have Sprint PCS Service. Mention your involvement with soccer and present this newsletter to receive these special offers. Limited time offer at participating Sprint Stores in Sioux Falls, Brookings, and Watertown, SD. Must be 18 years of age or older to participate. Limit one soccer ball per family. A two-year Sprint PCS Advantage Agreement is required for these offers.



The Community Connection

Sprint Managers

Sioux Falls Store

Walker, Store Manager

During the month of September we will be giving customers a chance to Spin and Win! The wheel will be filled with chances to win free accessories or discounts on services and merchandise. There is also a chance to win a FREE phone! Stop in the Sioux Falls Sprint Store and try your luck!

Brookings Store

Dan Patrick, Market Manager

Sprint has one of the most complete packages available and we offer group discounts to many businesses and their employees who have corporate accounts with Sprint. If you combine great corporate discounts with a plan tailored to fit your needs, you are sure to win! Stop in and talk to Keith, Ed, Allison or Dan at the Brookings Sprint Store at 415 Fourth Street for more details.

Watertown Store

Jill Hemmiller, Market Manager

The Watertown staff would like to invite all of you to stop by and experience our red carpet customer service! Travis, Rich, Ashlee, Darren and I take pride in taking care of you. Staying connected in this busy environment is more important than it's ever been and our wireless services are the best solutions around. Thanks to all of you for your continued dedication and loyalty to Sprint. We truly appreciate all of you!

Sioux City Store

Amy Raymond, Store Manager

This year the Sioux City Sprint Store is the Official Wireless Sponsor of the Sioux City Musketeers. Look for us at the games as we will have some awesome promotions going on throughout the entire season.

Products and services subject to availability and generally not available while roaming off the Sprint Nationwide PCS Network. Sprint PCS Vision Services require a compatible service plan and may require payment of additional charges. See our service plan guide, mapping brochures and other in-store materials for full details.



up to \$240 in service credits

Here's what you have to do:

1. Refer a friend to Sprint.
2. Have your friend activate a new Sprint PCS Phone.
3. Once they've activated their phone, just dial #REF and follow the voice prompts.

(Be sure to have your friend's Sprint PCS Phone Number at hand.)



Refer a friend to Sprint and receive a \$20 service credit through the Sprint PCS ReferralSM Program. The more friends you refer, the more you'll earn. You can receive up to \$240 in service credits per year by referring one friend each month, plus you can earn even more if you have additional lines on your account. And each friend you refer receives a \$10 service credit.

Sprint PCS ReferralSM Program: Completed referral must be received by Sprint within 60 days of the referred person's activation. A customer may not refer himself/herself. Customers are limited to one referral credit in a 30-day period. Both the referring purchaser and the referred purchaser must have an active account for at least 30 consecutive days before service credit can be applied. Service credits appear on the invoice of the party responsible for payment. Sprint may terminate this program at any time. Additional restrictions apply. See in-store material for details.

Roaming Solutions

Sprint PCS Free & Clear America PlanSM

Did you know that even though our network runs along the I-29 corridor you have the flexibility to use your Sprint PCS Phone anywhere cellular service is provided? Sprint has attachable roaming bundles that can be added on any service plan. So now you can have 100, 200 or even 300 roaming minutes a month! And, if you need more roaming allowance one month—to take that special remote fishing trip—and don't need it the next month, we'll take it off for you.

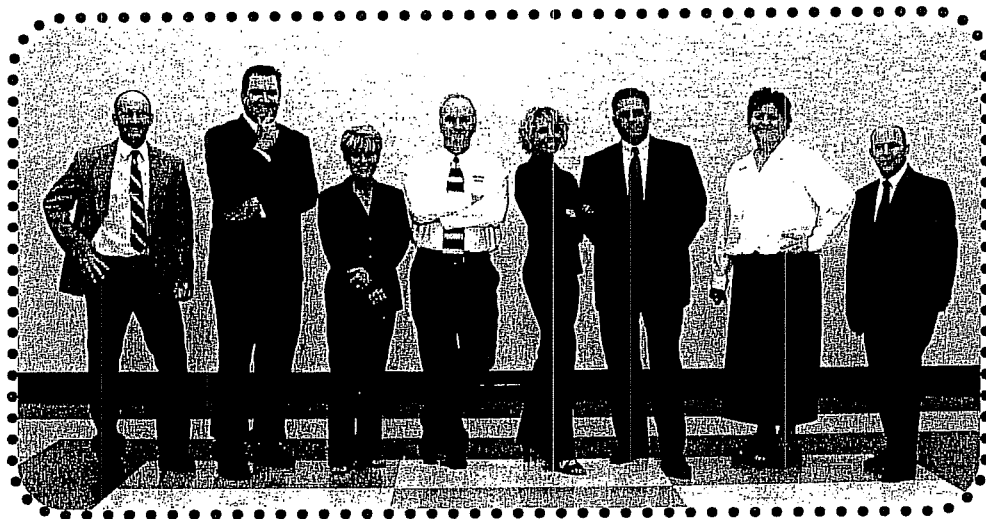
You have the convenience of using your Sprint PCS Phone in an expanded voice coverage area—no more worries.

Business News: Accessing Your Email

by Stella Dietrich, Business Sales Support

Need to access your email wirelessly while traveling? A Sprint PCS Connection CardTM will provide you with convenient, fast laptop connectivity in most major cities throughout the U.S. This service operates on the enhanced Sprint Nationwide PCS Network. The Sprint PCS Connection Card will enable you to access company email, Internet information and transmit important data to any email address at average speeds of 50 to 70 kps. For a limited time only, we are offering a FREE Sprint PCS Connection Card after instant rebate with activation of a new line of service and a two-year Sprint PCS Advantage Agreement. Stop in at your local Sprint Store for more details or call me at 800-597-8285.





PRSRT STD
US POSTAGE
PAID
PERMIT #1209
SIOUX FALLS, SD

Sprint Store™ *The PCS Center*

SIOUX FALLS
2422 S. Louise Ave.
605-367-6670
M-F 9am-8pm
Sat. 10am-6pm
Sun. 12noon-4pm

BROOKINGS
415 Fourth St.
605-692-6211
M-F 8am-6pm
Sat. 10am-3pm

WATERTOWN
107 9th Ave. SE
605-886-0951
M-F 9am-7pm
Sat. 11am-4pm

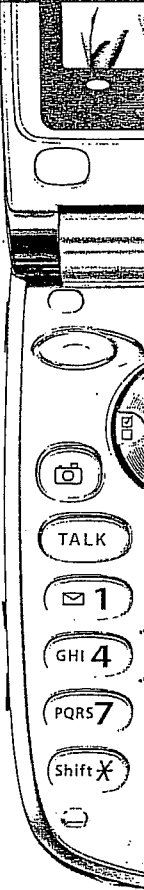
SIOUX CITY
4115 Gordon Dr.
712-266-8899
M-F 9am-7pm
Sat. 10am-4pm

**LOCAL SPRINT PCS
BUSINESS
COMMUNICATION
CONSULTANTS**
800-597-8285



\$10

\$10



Simple. Clear. Only 10 Bucks.

Pick a Pack and Choose a Phone.

- A Sprint PCS Representative will help you choose a plan that's right for you.
- Add a Roam America Pack or Sprint PCS VisionSM Pictures Pack for just \$10/mo.
- Choose one of five phones for just \$10.
- Add an accessory bundle for just \$10.

Sign up for a Sprint PCS Service Plan of \$35/mo. or higher and add one of the packs featured below for only \$10/mo.

Roam America Pack

- 50% of used minutes can be roaming minutes
 - only \$10 per month
- Bonus**
- Unlimited Sprint PCS to PCS CallingSM
 - Unlimited Nights and Weekends with Nights Starting at 7pm

Sprint PCS VisionSM Pictures Pack

- Unlimited Sprint PCS Picture MailSM
 - 100 SMS Text Messages
 - Unlimited Web & Email Access
 - only \$10 per month
- Bonus**
- Unlimited Sprint PCS to PCS CallingSM
 - Unlimited Nights and Weekends with Nights Starting at 7pm

Packs can be combined. Offers require a two-year Sprint PCS Advantage Agreement on a new line of service on a \$35/mo. or higher Sprint PCS Service Plan

Purchase of the Roam America Pack or the Sprint PCS Vision Pictures Pack is required to receive any of these special \$10 phone offers.



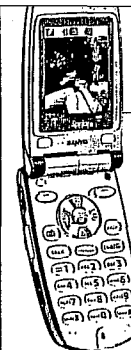
Personalization to the Extreme

Sprint PCS VisionSM Picture Phone
PM-3205 by Nokia

- Built-in Digital Camera
- Built-in Speakerphone
- Built-in Flashlight
- Customizable Phone Covers
- 30 Preloaded Ring Tones

\$10

After \$169.99 instant savings.
reg. \$199.99



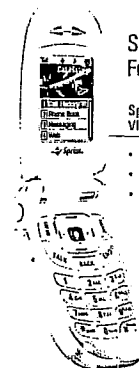
Smart Operation. Take a Picture, Make a Ready Link Call

Sprint PCS VisionSM Picture Phone
PM-8200 by Sanyo

- Built-in Digital Camera
- Sprint PCS Ready Link Capable
- Vibrant Full-Color Screen
- Choose Silver, Red or Blue

\$10

After \$269.99 instant savings.
reg. \$279.99



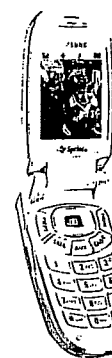
Small, Stylish and Full of Features

Sprint PCS VisionSM Phone
V1660 by Samsung

- Large Full-Color Screen
- 29 Trifunctional and Melodic Ringers
- SA Messaging Capable

\$10

After \$169.99 instant savings.
reg. \$179.99



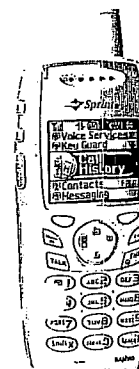
Snap & Flash: A high-resolution camera with flash

Sprint PCS VisionSM Picture Phone
VGA1000 by Samsung

- Built-in Digital Camera
- Voice Recognition
- Sprint PCS Picture MailSM Capable

\$10

After \$219.99 instant savings.
reg. \$229.99



Long Battery Life and Packed with Features

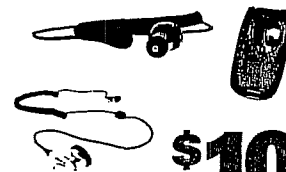
Sprint PCS VisionSM Ready Link Phone
RL-4920 by Sanyo

- Voice Recorder
- SMS Text Messaging Capable
- Sprint PCS Ready Link Capable
- Built-in Speaker Phone

\$10

After \$189.99 instant savings.
reg. \$199.99

Accessory Bundle



\$10

Buy one of the Sprint PCS Vision Phones featured in this offer, and get an Accessory Bundle, which includes an earbud, vehicle charger and leather case, for only \$10!

Instant Savings requires in-store purchase and activation of a new line of service for each phone. A two-year Sprint PCSSM Advantage Agreement for each line and qualifying credit is required.



The Sprint PCS Fair & FlexibleSM Plan

The only plan that protects you from unfair overages.

Why you save more with Sprint.

You can talk all you want and never pay unfair overages because we add extra minutes to your plan when you need them. For example, 100 extra minutes never cost more than \$10 but would cost you at least \$40 with other plans. The Sprint PCS Fair & Flexible Plan is a better way to buy wireless. And, when you talk less, you pay less.

Plans start at ***\$35** for 300 Anytime Minutes.
Other monthly charges apply. See below.**

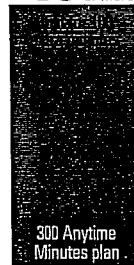
Including:

- Adjustable Anytime Minutes.
- Unlimited Night & Weekend Minutes.
- Nationwide Long Distance.

Every minute. Every day.

Available with a two-year Sprint PCS⁺ Advantage Agreement.

\$40 or more



The other guys

\$10 or less



Sprint



Sprint PCS. Now, that's better.SM



All offers available only at the Sprint Retail Outlets listed below.

SIoux FALLS	BROOKINGS	WATERTOWN	SIoux CITY	LOCAL SPRINT
2422 S. Louise Ave. 605-367-6670 M-F 9am-8pm Sat. 10am-6pm Sun. 12noon-4pm	415 Fourth St. 605-692-6211 M-F 8am-6pm Sat. 10am-3pm	107 9th Ave. SE 605-886-0951 M-F 9am-8pm Sat. 10am-6pm Sun. 12noon-4pm	4115 Gordon Dr. 712-266-8899 M-F 9am-7pm Sat. 10am-4pm Sun. 12noon-4pm	PCS BUSINESS CONSULTING AND SUPPORT 800-597-8285

EXTENDED HOLIDAY SPRINT STORE HOURS BEGINNING NOVEMBER 26TH!

Also available at:

THE PHONE STORE	DAKOTA WIRELESS	USD BOOK & SUPPLY, INC.	ADVANCED COMPUTER SERVICES
Sioux Falls 2137 S. Minnesota Ave. 605-334-7336	Sioux Falls 945 S. Marion Rd. Suite 107 605-275-6455	Vermillion 440 E. Cherry St. 605-624-4021	Sioux City 4100 Morningside St. Suite A 712-224-5555

**Taxes and surcharges (including a USF charge of 2.04% and cost-recovery fees of \$.65, or other surcharges that vary by market), not included. Surcharges are not taxes or government-required charges.

Nationwide network reaches over 240 million people. Coverage not available everywhere. All offers available only at the Sprint Outlets listed. Subject to credit. Terms and conditions apply. See a Sprint Representative for details. Offers end 1/15/05. **Roam America Pack:** Available only to customers residing in an area covered by the Sprint Nationwide PCS Network. Not available with single-band phones. International roaming not included. Sprint may terminate service if a majority of minutes in a given month are used while roaming off the Sprint Nationwide PCS Network. Roaming usage may, in some instances, be invoiced after 30-60 days. Offer may not be available with certain other promotions/options. Additional restrictions may apply. **Sprint PCS Fair & Flexible Plan:** Includes minimum 300 monthly Anytime Minutes adjustable in 100-minute increments for \$5.00, with \$0.10 per minute for usage above 500 minutes. Savings comparison based on service plans with 300 monthly Anytime Minutes and overage charge of \$0.40 or \$0.45 per minute—base monthly charge will vary by carrier. A nonrefundable \$36 phone activation fee and \$150 early termination fee apply. A deposit may be required. Regular Night & Weekend Minutes are Mon.-Thurs. 9pm-7am and Fri. 9pm-Mon. 7am. Domestic roaming calls exceeding 50% of your used anytime minutes are charged \$0.50 per minute. Calls are rounded up to the next whole minute. **Sprint PCS to PCS Calling:** minutes are for making and receiving calls between Sprint PCS Phones while on the Sprint Nationwide PCS Network. PCS Vision Packs are limited to Sprint Vision enabled PCS Phones and are not available with any device used as a modem. Additional charges for premium content apply. **Phone Offer:** Requires purchase and activation by 1/15/05. Purchase of the Roam America Pack or the Sprint PCS Vision Pictures Pack is required. Savings may not exceed total purchase price of the phones. **Accessory Offer:** Accessories may vary. Limit one accessory bundle per customer. While supplies last. Purchase of one Sprint PCS Vision Phone featured is required. ©2004 Sprint. All rights reserved. Sprint and the diamond logo are trademarks of Sprint Communications Company L.P.

Lifeline Program

Lifeline provides a monthly discount to eligible subscribers on basic home telephone services.

Lifeline subscribers may also receive long distance blocking on their telephone free of charge.

Link-up Program

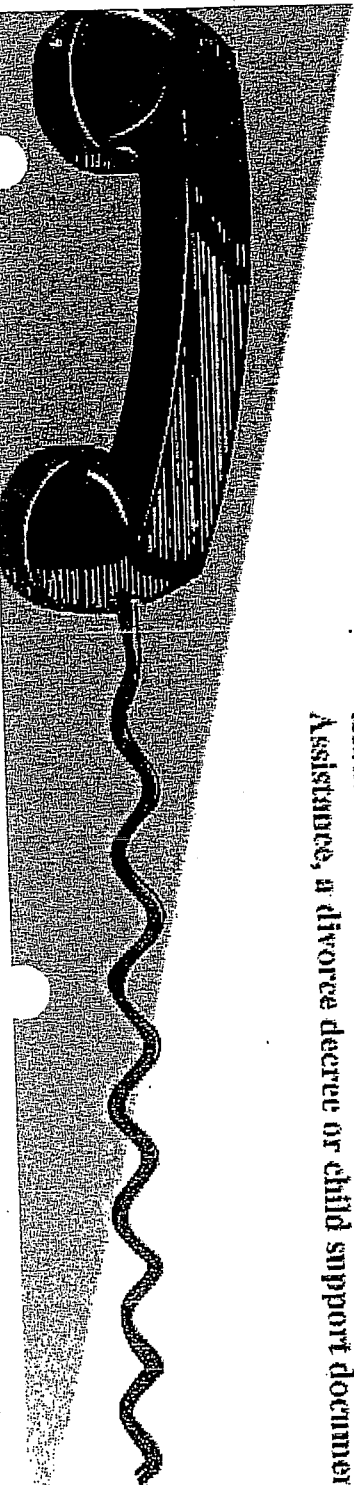
Link-up provides eligible subscribers with a 50% reduction (up to \$30) for connection of basic home telephone services.

Do you qualify for Lifeline and/or Link-up Assistance?

Listed below are some questions you may need to answer:

1. Which program are you applying for? Lifeline or Link-up or Both
2. Are you currently receiving assistance benefits from any of the following programs?
 - Medicaid (e.g., Title XIX/Medical, State Supplemental Assistance)
 - Food Stamps
 - Supplement Security Income (SSI)
 - Federal Public Housing Assistance
 - Low-Income Home Energy Assistance (LIHEAP)
 - Temporary Assistance to Needy Families (TANF)
 - National School Lunch's Free Lunch Program (NSLP)
3. Do you qualify under the income criteria?

Income must be at or below 135% of the Federal Poverty guidelines. You will be asked to list the number of individuals in your household. In order to qualify under this criterion, you must provide documentation of income eligibility. Documentation may consist of a copy of a prior year's state, federal or tribal tax return, three consecutive months of income statements or paycheck stubs from your employer, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/TWorlemen's Compensation statement of benefits, federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance, a divorce decree or child support document.



SWITC

Call 692-6211 for details.

Qualifications

People currently participating in at least one of the programs listed below qualify for Lifeline and Link-up. You also qualify if your income is at or below 135% of the Federal Poverty Guidelines

- Medicaid (eg, Title XIX/Medical, State Supplement Assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Low Income Energy Assistance (LIEAP)
- Temporary Assistance to Needy Families (TANF)
- National School Lunch Free Program (NSLP)

TO APPLY

Contact Switell at 605-692-6211 for details.

Switell 605-692-6211
415 4th St Brookings SD

LINK-UP

Assistance for Basic
Home Telephone Service

Switell 605-692-6211
415 4th St Brookings SD

Lifeline Program

Lifeline provides a monthly discount to eligible subscribers on basic home telephone services.

Lifeline subscribers may also receive long distance blocking on their telephone free of charge.

Link-up Program

Link-up provides eligible subscribers with a 50% reduction (up to \$30) for connection of basic home telephone services.

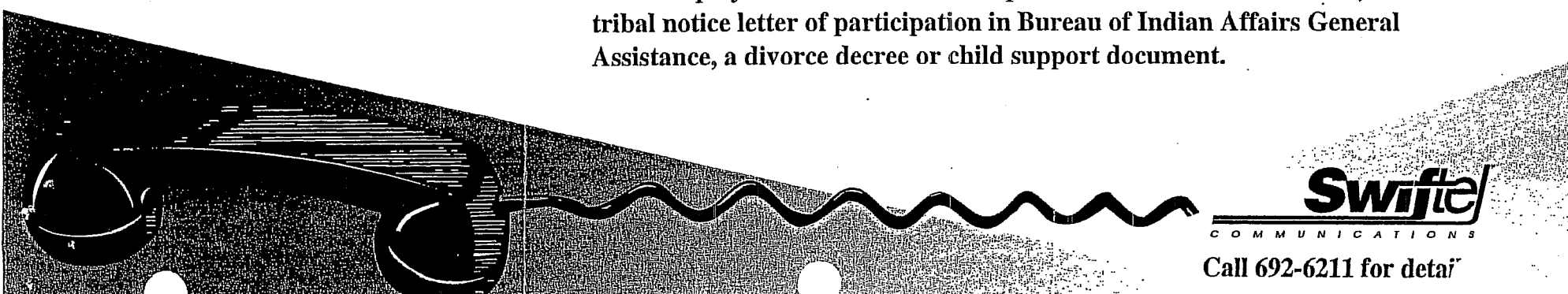
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 - Temporary Assistance to Needy Families (TANF)
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3. Do you qualify under the income criteria?

Income must be at or below 135% of the Federal Poverty guidelines. You will be asked to list the number of individuals in your household. In order to qualify under this criterion, you must provide documentation of income eligibility. Documentation may consist of a copy of a prior year's state, federal or tribal tax return, three consecutive months of income statements or paycheck stubs from your employer, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits, federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance, a divorce decree or child support document.

Attachment C-4



Swiftel
COMMUNICATIONS

Call 692-6211 for details

Qualifications

People currently participating in at least one of the programs listed below qualify for Lifeline and Link-up. You also qualify if your income is at or below 135% of the Federal Poverty Guidelines

- Medicaid (eg. Title XIX/Medical, State Supplement Assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Low Income Energy Assistance (LIEAP)
- Temporary Assistance to Needy Families (TANF)
- National School Lunch Free Program (NSL)

TO APPLY

Contact Swiftel at 692-6211 for details.



605-692-6211
415 4th St Brookings SD

A large, high-contrast, black and white stylized image of a person's face, possibly a woman, occupies the right side of the page. The image is grainy and has a high-contrast, almost stencil-like quality.

LIFELINE LINK-UP

Assistance for Basic
Home Telephone Service



605-692-6211
415 4th St Brookings SD

ATTACHMENT B

SERVICE AGREEMENTS

PCS Advantage Agreement

You are entering into a binding legal Agreement with Sprint on behalf of yourself or your company (if you are a Business Customer). Your Agreement includes: (i) the requirements and terms of the PCS Service Plan(s) you choose as set forth in the Service Plan Guide and other printed materials made available to you at our store; (ii) if your PCS Service Plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current Service Plan Guide, excluding the monthly charge and number minutes included in your PCS Service Plan – e.g., Anytime, Night & Weekend, PCS to PCS, etc.; (iii) the most recent Terms and Conditions of Service for PCS ("Ts&Cs"); and (iv) the items below.

A copy of the Ts&Cs is provided in your phone box or available upon request, at www.sprintpcs.com or through Sprint's Customer Service Solutions department at 1-800-480-4PCS (4727).

MANDATORY ARBITRATION. As set forth more completely in the Ts&Cs, you agree to a mandatory arbitration provision providing that (except for matters properly brought to small claims courts) any legal or equitable claim, controversy or dispute of any kind between you and Sprint and/or any of its employees, agents, affiliates or other representatives, must be resolved by final and binding arbitration.

Activation Fee. A \$36 phone activation fee applies to each new line activated and to certain service plan changes or upgrades of equipment.

Other Monthly Charges. Service plan prices do not include taxes, or surcharges (including a USF charge which may change monthly and Sprint cost recovery fees of \$0.80), or other fees which vary by market. Surcharges and fees are not taxes or government required charges. Call 1-866-770-6690 for the current USF charge and information on cost recovery charges.

Employees and Organization Member Discounts. The discount percentage may vary from month-to-month based on the terms of the agreement your employer, association or other organization (each an "Organization") has with Sprint. The discount will be zero after your agreement or your Organization's agreement with Sprint ends.

Business Customers. This Agreement is between Sprint and the company whose Tax ID number you provided for credit verification purposes. Employees of business customers with a federal tax identification number activating a minimum of 5 lines are eligible to receive a 5% discount off qualifying monthly recurring charges during the Term of this Agreement.

14 Day Return Policy. Requires return of your complete, undamaged PCS Phone with the original retailer's proof of purchase within 14 days of purchase and activation. We will provide a refund either by check or a charge-card credit. We will refund any activation fee paid and will not charge you an Early Termination Fee. You will remain responsible for all charges based on usage prior to deactivation of the phone (e.g. service charges, taxes, surcharges, etc.).

Number Transfers. To the extent you wish to port your current landline or wireless telephone number, by signing this Agreement you give your consent to Sprint to proceed with the number portability request.

By signing below, you (i) represent that all information you have provided to Sprint is correct; (ii) agree that you have read and agreed to all terms of this Agreement, including the requirements of your PCS Service Plan and the most recent Ts&Cs; and (iii) if purchasing on behalf of a business, represent that you are authorized to sign on such company's behalf.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

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Term and Early Termination Fee. You agree to continue your PCS Service for ONE YEAR term. If you cancel service within this term and not under our 14 day return policy, you agree to pay an EARLY TERMINATION FEE of \$150 for each line of service that is cancelled in addition to other charges that may have accrued.

Activation Fee. A \$36 phone activation fee applies to each new line activated and to certain service plan changes or upgrades of equipment.

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Term and Early Termination Fee. You agree to continue your PCS Service for TWO YEAR term. If you cancel service within this term and not under our 14 day return policy, you agree to pay an EARLY TERMINATION FEE of \$150 for each line of service that is cancelled in addition to other charges that may have accrued.

Activation Fee. A \$36 phone activation fee applies to each new line activated and to certain service plan changes or upgrades of equipment.

Other Monthly Charges. Service plan prices do not include taxes, surcharges (including a USF charge which may change monthly and Sprint cost recovery fees of \$0.80), or other fees which vary by market. Surcharges and fees are not taxes or government required charges. Call 1-866-770-6690 for the current USF charge and information on cost recovery charges.

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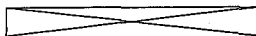
Supplemental Statement to PCS Advantage Agreement:

ADDENDUM I:

Notwithstanding and other provisions of this agreement, the terms of this agreement are subject to the jurisdiction of the South Dakota Public Utilities Commission for the purpose of resolving any complaints and/or disputes regarding service quality and billing related matters. For all such matters the South Dakota Public Utilities Commission's arbitration rules will apply.

ADDENDUM II:

In addition to the Basic and Additional Services listed on this agreement, subscribers may also be eligible for financial assistance and/or discounts under federal Lifeline and Linkup programs. Information about eligibility and applications for such assistance are available from any Swiftel retail center, on-line at <http://www.swiftel.net> or by calling 1-800- 561-6211.



- [Important Service/Product Specific Terms](#)
- [Terms and Conditions of Service](#)
- [Copyright and Trademark](#)
- [Digital Millennium Copyright Act](#)
- [Security Policy](#)
- [Sprint PCS Web Site Privacy Policy](#)

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

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

Your Agreement with Sprint PCS includes terms of your service plan (including those outlined below) and the most recent Sprint PCS Terms and Conditions of Service ("Ts and Cs") - carefully read these all terms which include, among other things, a MANDATORY ARBITRATION of disputes provision. For business customers only, your Agreement with Sprint also includes (a) the Sprint Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions"), and (b) the Wireless Services Product Annex ("Product Terms and Conditions"), both as posted at www.sprint.com/ratesandconditions on the date you signed your wireless service agreement. In the event of conflicting terms or inconsistency for business customers only, your wireless service agreement controls followed by the Product Terms and Conditions, then the Standard Terms and Conditions. For business customers, dispute resolution procedures are described in the Standard Terms and Conditions.

Term Agreements: If your Agreement requires you to keep a phone active/maintain a line service for a minimum Term, the Term begins on the phone activation date; for customers changing service plans, the Term begins when the new service plan is selected. You may terminate any line of service before its Term ends by calling *2, however you will be responsible for an EARLY TERMINATION FEE of \$150 ("Fee") for each line of service terminated early. Business customers are only liable for the Fee on lines of service that are the responsibility of the business. Business customers are not liable for the Fee on lines of service that are the responsibility of any employees. You do not have to pay the Fee if you terminate under our return policy or where the Ts and Cs allow you to do so without the Fee. Payment of the Fee does not satisfy other outstanding obligations owed to us, including maintaining Term Commitments on other lines of service, or service or equipment related charges.

Service Provisions: Coverage is not avail' everywhere. See our mapping brochure or visit our website for approximate outdoor coverage information. Plans are subject to credit approval. Prices do not include taxes, national Sprint surcharges such as a USF charge and cost recovery fees of \$0.65, and local Sprint surcharges of up to 15% in certain areas but in most instances less than 2%. Surcharges are not taxes or government required charges. Call 1-866-770-6690 for the up to date amount of the USF charge and information on cost recovery charges. A non-refundable \$36.00 phone activation fee applies to new activations, certain service plan changes or upgrades of equipment. A deposit of up to \$500 may be required to establish service. Service requires a phone compatible with our network. Monthly service charges are not refundable if service is terminated before your billing cycle ends.

Basic Services: All phone usage, including incoming and outgoing calls, incur charges. Unused plan minutes do not carry forward. Except with certain plans, included plan minutes are not good for local or long-distance off network roaming calls. International roaming rates will vary. On a call that crosses time periods, minutes are deducted or charged based on the call start time. Calls are rounded up to the next whole minute. Sprint PCS to PCS Calling only avail' on calls placed directly between separate Sprint PCS Phones (not through voicemail, Directory Assistance, or other indirect methods) while each are on the Sprint Nationwide PCS Network.

Sprint PCS Vision Services: Services require a Sprint PCS Vision Phone or device and are not avail'l while roaming off the Sprint Nationwide PCS Network. Data usage is calculated on a per kilobyte basis and rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding occurs at the end of each session or each clock hour and, at that time, we will deduct accumulated data usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your phone/device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. In certain instances, we may delete premium and non-premium items downloaded to avail'l storage areas (e.g., personal vault), including any pictures, games, ringers or screen savers. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. Premium Services (games, ringers, etc.) priced separately.

Sprint PCS Vision. Not avail'l where use is in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Sprint PCS Vision Packs are not avail'l: (1) with any other device used in connection with a computer or PDA - including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories; and (2) with Bluetooth Vision capable PCS Phones used as a modem in connection with other devices. Sprint reserves the right to deny or to terminate service without notice for any misuse. Credits for premium services do not carry forward and are not avail'l for use with all services.

Roaming Included Plans. Not avail'l with single-band or digital mode only phones, or to customers residing in an area not covered by the Sprint Nationwide PCS Network. Sprint may terminate service if a majority of minutes in a given month are used while roaming off the Sprint Nationwide PCS Network. International calling including in Canada & Mexico, not included. Usage in Expanded Voice Coverage areas may, in some instances, be invoiced after 30-60 days. When calling from Expanded Voice Coverage Areas: (a) PCS Vision and PCS to PCS calling services are not avail'l; and (b) certain calling features (Voicemail, Caller I.D., Call Waiting, etc.) may not work.

Add-a-Phone. Requires a minimum two-year Term agreement for each phone/line of service added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term commitment end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line must move to the Primary Line position.

Voice Command. Not avail'l while roaming off the Sprint Nationwide PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command. You may dial "911" on your phone in an emergency. Airtime and applicable long distance charges begin when you press or activate the TALK or similar key.

Roadside Rescue. Must be with vehicle and have your Sprint PCS Phone with you at the time of service. Limit 4 calls per program year (starts when service is added to your account). Allow approx. 72 hours to provision service to your account. Covers light passenger cars & trucks. Excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and, in CA, the National Automobile Club. Sprint is not a motor club.

Sprint PCS International and Sprint PCS Call Canada: For verification purposes, activation of plan may take approximately 1 to 3 days, additional information may be required during verification process.

2 Month Free Offers. If you do not wish to continue with the service after the initial 2 months, you must contact us prior to the billing end date of your second invoice to avoid charges. Additional charges apply for premium content.

Sprint PCS Risk-Free Guarantee. Requires return of your complete, undamaged Sprint PCS Phone with the original retailer's proof of purchase within 14 days (30 days for California residents). You must still pay all charges based on actual usage (partial monthly service charges, taxes and Sprint surcharges).

Sprint PCS Clear Pay Program. In most instances a deposit between \$125 and \$500 applies. We may require a deposit of up to \$1000 in certain instances. A preset account spending limit of between \$125 and \$500 will apply - ask the specific amount. We may limit the number of phones you can activate on your account. Monthly service plan charges accrue even if your service is turned off, when you exceed your spending limit or in instances of nonpayment. Roaming usage may be invoiced after 30 - 60 days.

Top of page

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

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

Agreement. We may change the Agreement at any time with notice. Any changes to the Agreement are effective when we publish them. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If we change a material term of the Agreement and that change has a material adverse effect on you, you may terminate the Agreement without an Early Termination Fee by calling 1-888-567-5528 within 30 days after the changes go into effect. You understand and agree that taxes, Universal Service fees and other charges imposed by the government or based on government calculations may increase or decrease on a monthly basis, and that this paragraph does not apply to any increases in such taxes, Universal Service fees or other charges.

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

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

Using Services. You agree to not use our Services in an unlawful, fraudulent or abusive manner. You may not resell or lease Services to anyone. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through our various Services, including the internet. Neither Sprint, its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through these Services. You are responsible for evaluating such content. **You are also responsible for any use of our Services through any wireless device on your account including, but not limited to, use by children or minors. We strongly recommend that you closely monitor any such usage.**

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

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

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

Coverage. Available coverage areas for Services are generally identified in our mapping brochures and at www.sprintpcs.com. This may include coverage on our digital network (the "Sprint Nationwide PCS Network") as

well as coverage we make available to you through agreements with other carriers ("off network" or "roaming" coverage). **All coverage maps are high level representations of outdoor coverage and there are gaps in coverage within areas shown as covered on the maps. Coverage is not available everywhere, nor can we guarantee you will receive coverage at all times, or without interruptions or delays (e.g., dropped calls, blocked calls, etc.) in the coverage areas we identify. Actual coverage and quality of Services may be affected by conditions within or beyond our control, including network problems, software, signal strength, your equipment, structures (including buildings in which you may be located), atmospheric, geographic, or topographic conditions.**

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

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

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

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

Invoicing & Payment. Invoicing cycles and dates may change from time to time. Monthly recurring and related charges for Services are generally invoiced one invoicing cycle in advance. Other charges are invoiced soon after they are incurred. Most usage is generally applied to the invoicing cycle in which they are incurred, but in some instances may be applied to subsequent invoicing cycles. You are responsible for all charges associated with any device activated on your account, regardless of who used the device. **You must pay all charges by the due date on the invoice. Past due amounts accrue late charges until paid at the rate of 5% per month or at the highest rate allowed by law and may result in immediate suspension of your account.** If you agree to any auto-payment option through banking or credit account, we may initiate payment from the account for all amounts we invoice you without additional authorization or notice. Based on your credit or payment history, we may require certain forms of guaranteed payment as a condition of maintaining Services. If we invoice you for amounts on behalf of a third-party, payments received are first applied to amounts due to us. You may be charged additional fees for certain methods of payment and for payments denied by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us.

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

Account Spending Limit & Deposits. We may impose an account spending limit ("ASL") on any account without notice. We will notify you of an ASL based on your credit or payment history and may reduce the ASL at any time with prior notice. An ASL should not be relied on to manage usage on your account. We may suspend an account without prior notice when the account balance reaches the ASL, even if the account is not past due. Services can be restored upon payment of an amount that brings the account balance below the ASL and any past due amounts. If we require a deposit for you to establish or maintain an account, we will hold the deposit as partial guarantee of payment for Services. We may change the deposit amount at any time with notice for good reason. Except as we allow, a deposit may not be used to pay any invoice or delay payment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history. The rate of interest, if any, on the deposit is subject to change. We may mix deposits with our other funds. If your account is terminated for any reason, we may without notice apply your deposit to any outstanding charges. We may send any remaining deposit amounts to your last known address within 75 days after account termination. If the funds are returned to us, you may claim these funds for one year from the date of return. Any money held during this one-year period will not accrue interest for your benefit and are subject to a servicing fee charged against the balance. You forfeit any portion of the money left after the one-year period.

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

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

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

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

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

Caller ID. If you do not want people you call to receive the number assigned to your phone, call us at 1-888-211-4PCS for information about automatic Caller ID blocking. The number assigned to your phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key). Caller ID blocking is not available when using Vision or Wireless Web services.

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

Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES OR WIRELESS DEVICE. WE DO

NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH PROBLEMS.

Limitation of Liability. Neither we nor our vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (a) act or omission by your, or another person or company; (b) providing or failing to provide Services, including deficiencies or problems with your wireless device, our network coverage or Services (e.g., dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims allegedly arising from the use of Services, any wireless devices or related accessories; (d) content or information accessed while using our Services, such as through the internet; (e) interruption or failure in accessing or attempting to access emergency services from your phone, including through 911, E911 or otherwise; or (f) events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority. **In the event we are found to be responsible to you for monetary damages relating to the Services (including wireless devices), you agree that any such damages will not exceed the pro-rated monthly recurring charge for your Services during the affected period.**

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

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

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

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

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

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

Miscellaneous. You may notify us by calling us at 1-888-211-4PCS, or use that number to get our current address for written notice. We may send you notice to your last known address in our invoicing records, or by calling leaving you a voice message on your wireless device or home phone. Properly addressed written notice is effective three days after deposit in the U.S. mail, postage prepaid. This Agreement is governed by and must be construed under federal law and the laws of the State of Kansas, without regard to choice of law principles. If either of us waives or fails to enforce any requirement under this Agreement in any one instance, that does not waive our

right to later enforce that requirement. If any part of this Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. Section headings are for descriptive, non-interpretive purposes only. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between us and replaces all prior written or spoken agreements.

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

Sprint generally provides transitory digital network communications under 17 U.S.C. 512 (a) of the DMCA ("512(a) Service Provider"). Sprint is therefore not obligated to respond to a copyright owner or an agent on behalf of the owner nor does Sprint have a duty to remove or disable access to material transmitted, routed or connected to the Sprint network that is initiated and/or directed by an individual internet user.

If you believe your work has been copied in a way that may constitute copyright infringement and is accessible in a way that may constitute copyright infringement by Sprint as not merely providing transitory digital communications other than as a 512(a) Service Provider under 17 U.S.C. 512(a) of the DMCA, please provide notice to our Designated Agent. The notice must include the following information as provided by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3), in addition the notice should include the basis for your belief that Sprint is not merely providing transitory digital communications under 17 U.S.C. 512(a) of the DMCA:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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

By Mail:

Timothy A. Nehls
6450 Sprint Parkway
Mailstop: KSOPHN0312-3A418
Overland Park, Kansas 66251

By Fax: (913) 315-9259

By email: copyrightnotice@mail.sprint.com

Counter Notification to Claimed Copyright Infringement

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

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

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

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

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

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Effective: July 30, 2004

Sprint respects the privacy of its customers, and other individuals and businesses using the Web sites owned and operated by Sprint and its affiliates ("Sprint Sites"). This updated Privacy Policy is posted to keep you informed

about the types of information collected on Sprint Sites and how the information is used and protected. The revised Privacy Policy includes information about advertisements on Sprint Sites and access to your account information.

Sprint protects the privacy of its local, long distance and wireless customers consistent with the Federal Telecommunications Act and rules and regulations issued by the Federal Communications Commission.

Sprint's Privacy Policy for its Internet services (including Sprint Vision, wireless Internet access, prepaid dial-up Internet access, and high speed Internet services) can be accessed at:
www.sprint.com/privacypolicy/broadbandservices.

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

1. General technical data transmitted between your computer and the Sprint Site that does not identify you personally.
2. Personally identifiable information that you voluntarily share. The types of personally identifiable information that you might share include your name, address, telephone number, social security card number, e-mail address and credit card number.

ANONYMOUS INFORMATION

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

1. The type of Internet browser you use when you visit
2. The types of computer operating system you use
3. The search engine you use to access the Sprint Sites (such as "AOL.com," "Yahoo.com" or "Go.com")
4. The specific Sprint Site that you visit (SprintPCS.com, Sprint.com, etc.).

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

USE OF COOKIES

Sprint Sites may use "cookies" to collect the anonymous information described in this Privacy Policy. Cookies are bits of encrypted data that are loaded by Sprint's server onto your computer when you visit a Sprint Site. The server can retrieve the cookies the next time you visit a site and use them to identify the computer as a return visitor. Sprint uses cookies to collect non-personally identifiable information and generically track usage patterns on the Sprint Sites in order to monitor activity and administer the sites. Sprint also uses information obtained from cookies to improve Sprint Sites, and make decisions concerning advertising, product offerings and services. Most users can disable cookies from their Internet browsers, receive a warning before a cookie is placed on their computer, and erase all cookies from their computer hard drives by following the instructions provided by the browser.

ADVERTISEMENTS ON SPRINT SITES

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

PERSONALLY IDENTIFIABLE INFORMATION

Sprint may ask you to provide what is often referred to as "personally identifiable information" such as your name, address, telephone number, social security number, and e-mail address when you use Sprint Sites to: purchase a service or product online, enter a contest or sweepstakes, ask to receive information, respond to a survey, register with a Sprint Site, access your account, ask for a personalized service, request customer service online, or apply for a job. You always have the alternative of mailing or calling Sprint with the information requested if you do not wish to provide it online. Personally identifiable information provided at a Sprint Site to order Sprint services other

than Internet services will be protected in the same manner as when the information is provided by other means such as over the telephone or by mail. We protect customer information obtained from Sprint's local, long distance and wireless service customers consistent with federal laws governing telecommunications services and with regulations issued by the Federal Communications Commission. Sprint's Privacy Policy for its Broadband services can be accessed at: www.sprint.com/privacypolicy/broadbandservices.

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

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

DISCLOSURE TO THIRD PARTIES

Sprint will not sell personally identifiable information to third parties. We may share information with business partners that assist Sprint in providing you service. We are committed to giving you the choice whether or not we use your information for marketing purposes or share information with business partners for marketing purposes. We will not otherwise disclose to outside parties any personally identifiable information obtained from a Sprint online service or the registration at a Sprint Site without your consent except under the following circumstances:

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

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

E-MAIL COMMUNICATIONS

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

SECURITY

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

CHILDREN

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

LINKS

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

ACCOUNT INFORMATION

If you do not want your personally identifiable information collected, please do not submit it to us. If you have already submitted this information and would like for us to remove it from our records or if you wish to update your

information, please contact us at privacy@mail.sprint.com or by telephone or mail. You may verify or update your name, address, e-mail address, telephone number, social security number and/or billing information. Sprint will use reasonable efforts to correct any information that is inaccurate or update our records, as appropriate.

QUESTIONS

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

UPDATES

From time to time Sprint may update its website privacy policy. When it does so, it will post the updated policy on its website, note the effective date of the new policy, and, if the changes are deemed by Sprint to be material, Sprint will provide an overview of the material changes for 30 days after the effective date at the top of the updated policy to provide notice of the changes.

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Additional Information About The Plans In This Brochure

SPRINT PCS ADVANTAGE AGREEMENT

The Sprint PCS Advantage Agreement ("Agreement") is your Agreement for Sprint PCS Service and includes the terms of your service plan and the most recent Sprint PCS Terms and Conditions of Service ("Ts and Cs") — carefully read these terms which include, among other things, a MANDATORY ARBITRATION of disputes provision. A copy of the Ts and Cs comes with your phone, and is also available at Sprint Stores, www.sprintpcs.com, or through our Customer Service Solutions department.

Term Agreements: If your Agreement requires you to keep a phone active/maintain a line of service for a minimum Term, the Term begins on the phone activation date; for customers changing service plans, the Term begins when the new service plan is selected. You may terminate any line of service before its Term ends by calling *2, however you will be responsible for an EARLY TERMINATION FEE of \$150 ("Fee") for each line of service terminated early. You do not have to pay the Fee if you terminate under our return policy or where the Ts and Cs allow you to do so without the Fee. Payment of the Fee does not satisfy other outstanding obligations owed to us, including maintaining Term Commitments on other lines of service, or service or equipment-related charges.

Service Provisions: Service plans, customizable/upgrade options and special offers are available from 1/13/05 to 4/9/05, and may not be available everywhere or combinable with certain other promotions/options. Coverage is not available everywhere. See our mapping brochure for approximate outdoor coverage information. Plans are subject to credit approval. Taxes, surcharges (including a USF charge which may change monthly — 2.45% as of the print date of this brochure — and cost recovery fees of \$.80) or other fees which vary by market, not included. Surcharges and fees are not taxes or government required charges. Call 1-888-770-6690 for the up-to-date amount of the USF charge and information on cost recovery charges. A non-refundable \$36 phone activation fee applies to new activations, certain service plan changes or upgrades of equipment. A deposit of up to \$500 may be required to establish service. Service requires a phone compatible with our network. Monthly service charges are not refundable if service is terminated before your billing cycle ends.

Basic Services: All phone usage, including incoming and outgoing calls, incur charges. Unused plan minutes do not carry forward. Except with certain plans, included plan minutes are not good for local or long-distance off-network roaming calls. International roaming rates will vary. On a call that crosses time periods, minutes are deducted or charged based on the call start time. Calls are rounded up to the next whole minute. Sprint PCS to PCS Calling is only available on calls placed directly between separate Sprint PCS Phones (not through Voicemail, Directory Assistance or other indirect methods) while each are on the Sprint Nationwide PCS Network.

Sprint PCS Vision Services: Services require a Sprint PCS Vision Phone or device and are not available while roaming off the Sprint Nationwide PCS Network. Data usage is calculated on a per kilobyte basis and is rounded up to the next whole kilobyte. Rounding occurs at the end of each session or each clock hour and, at that time, we will deduct accumulated data usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your phone/device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. In certain instances, we may delete premium and non-premium items downloaded to available storage areas (e.g., personal vault), including any pictures, games, ringtones or screen savers. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. Premium Services (games, ringtones, etc.) priced separately.

PROMOTIONS, OPTIONS AND OTHER PROVISIONS

Sprint PCS Vision: Not available where use is in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Sprint PCS Vision Packs are not available: (1) with any other device used in connection with a computer or PDA — including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories; and (2) with Bluetooth Sprint PCS Vision Phones used as a modem in connection with other devices. Sprint reserves the right to deny or to terminate service without notice for any misuse. Credits for Premium Services do not carry forward and are not available for use with all services.

Roaming-Included Plans: Not available with single-band or digital mode only phones, or to customers residing in an area not covered by the Sprint Nationwide PCS Network. *Sprint*

may terminate service if a majority of minutes in a given month are used while roaming off the Sprint Nationwide PCS Network. International calling including in Canada & Mexico, not included. Usage in Expanded Voice Coverage areas may, in some instances, be invoiced after 30-60 days. When calling from Expanded Voice Coverage Areas: (a) Sprint PCS Vision and Sprint PCS to PCS Calling services are not available; and (b) certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not work.

Sprint PCS Add-a-Phone: Requires a minimum two-year Term agreement for each phone/line of service added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term commitment end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line must move to the Primary Line position.

Sprint PCS Voice Command: Not available while roaming off the Sprint Nationwide PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Sprint PCS Voice Command. Dial "911" on your phone in an emergency. Airtime and applicable long-distance charges begin when you press or activate the TALK or similar key. **Roadside Rescue:** Must be with vehicle and have your Sprint PCS Phone with you at the time of service. Limit 4 calls per program year (starts when service is added to your account). Allow approximately 72 hours to provision service to your account. Covers light passenger cars & trucks. Excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and in California, the National Automobile Club and Auto Partners Motor Club, Inc. Sprint is not a motor club.

Sprint PCS International and Sprint PCS Call Canada: For verification purposes, activation of plan may take approximately 1 to 3 days, additional information may be required during verification process.

Two Month Free Offers: If you do not wish to continue with the service after the initial 2 months, you must contact us prior to the billing end date of your second invoice to avoid charges. Additional charges apply for premium content.

Sprint PCS 14-day Risk-Free Guarantee: Requires return of your complete, undamaged Sprint PCS Phone with the original retailer's proof of purchase within 14 days. You must still pay all charges based on actual usage (partial monthly service charges, taxes and Sprint surcharges). A 30 day return period applies to California residents.

Sprint PCS Clear Pay Program: In most instances a deposit between \$125 and \$500 applies. We may require a deposit of up to \$1000 in certain instances. A preset account spending limit of between \$125 and \$500 will apply — ask the specific amount. We may limit the number of phones you can activate on your account. Monthly service plan charges accrue even if your service is turned off, when you exceed your spending limit or in instances of nonpayment. Roaming usage may be invoiced after 30 - 60 days.

SERVICES FOR YOUR HOME PHONE

Services are not for your wireless phone. Available to new Sprint long-distance customers with a Sprint PCS account in good standing. Subject to credit. For domestic residential, direct-dial calling from your home phone. Requires that you switch your long-distance and local toll (where available) service to Sprint. International, directory assistance, operator-assisted and toll-free/calling card call rates excluded. *All rates and terms are subject to change. Additional restrictions apply. Call 888-823-4666 or visit www.sprint.com/ratesandconditions for full rates, terms & conditions.*

Sprint Unlimited at Home: For state-to-state, local toll (where available) and in-state calling. With reasonable notice, Sprint reserves the right to terminate or change your plan if you no longer qualify. Depending on your billing cycle, your first invoice may include a partial monthly fee and standard monthly fee billed in advance. Limit 1 line per account.

Sprint 50 at Home: For state-to-state, local toll (except in Florida), and in-state calling. Minutes are prorated on first and last invoices. Unused minutes do not carry over to the next month. Additional state-to-state minutes are \$0.07 each — additional local toll and in-state minute rates will vary. If you no longer qualify for this plan, you will be changed to Sprint 7e Anytime — \$5.95 monthly service charge, with per minute state-to-state, local toll & in-state rates that vary. Limit 4 lines per account.

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