

i833 Baby Phat Phone Getting Started User's Guide



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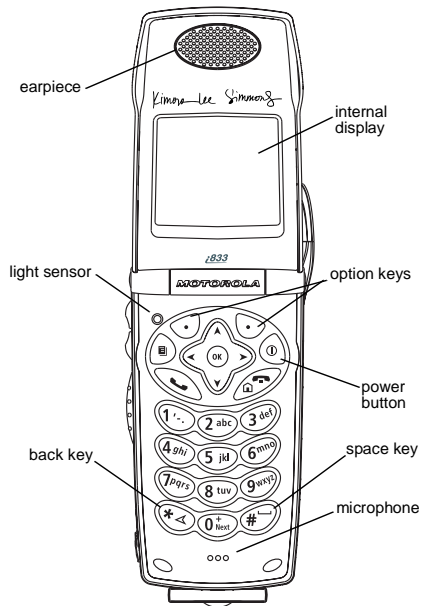
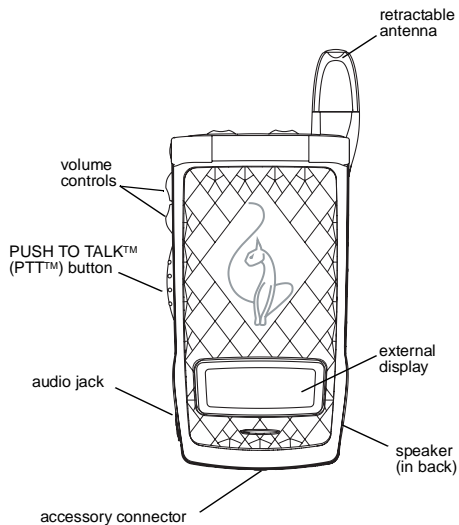
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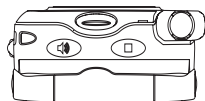
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Getting Started





Power button.



Navigation key — press the arrows to scroll through menus and lists.




OK key — selects highlighted item; answers calls.



Menu key — accesses context-sensitive menus.



Option key — selects the option appearing above it on the display.

Note: Throughout this User's Guide, the option keys will be represented by .




Send key — places phone calls.




End key — ends phone calls; returns to idle screen; in browser mode, returns to Net main menu.



Acts like  when the flip is closed; turns Direct Connect® / Group Connect™ speaker on and off; used with voice names and voice records.



Acts like  when the flip is closed; accesses recent calls; sends incoming calls to voice mail.

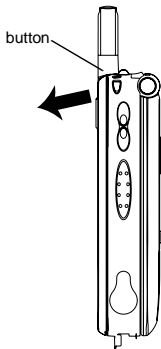
Note: For more information on your i833 phone, refer to the *i833 User's Guide* at www.motorola.com/iden/support. To view the guide, select **Product Manuals** and choose the guide from the pull-down list.

To start using your i833 phone:

- Make sure your SIM card is in place.
- Charge the battery.
- Activate your service.
- Enable security.

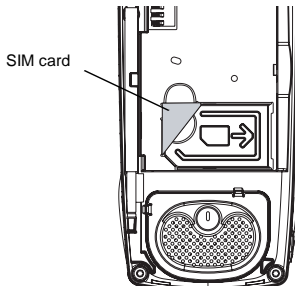
Removing the Battery Door

- 1 Make sure the phone is powered off. See "Powering On and Off" on page 7.
- 2 Press the release button and pull the battery door away from the phone.



Locating Your SIM Card

Your SIM (Subscriber Identity Module) card is a small piece of plastic located in the SIM card holder in the back of your phone, underneath the battery.



If there is no SIM card in your phone, contact Nextel Customer Care at 1-800-639-6111.

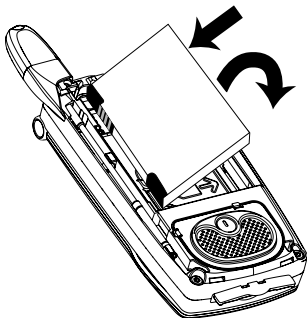


Battery

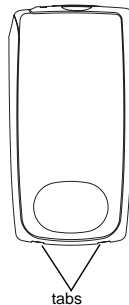
Inserting the Battery

Your phone comes with a Slim Lithium Ion Battery.

- 1 Remove the battery door.
- 2 Insert the battery into the battery area. Press the battery down to secure it.

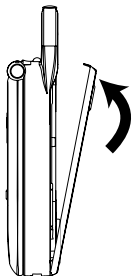


- 3 To replace the battery door, locate the tabs on the battery door and the slots in the phone.



- 4 Place the tabs on the battery door into the slots on the phone.

- 5 Move the top of the battery door into place. Press it over the release button until you hear a click.

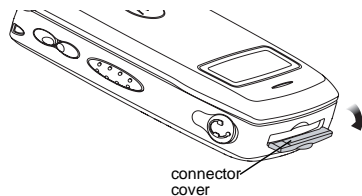


Charging the Battery

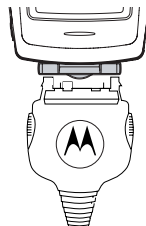
Your phone comes with a rapid travel charger.

- 1 Plug the charger into an electrical outlet.

- 2 Open the connector cover.



- 3 Plug the other end of the charger into the accessory connector.



Charger Attached appears on the internal display.



Getting Started

Tip: To remove the charger from the accessory connector: Press the buttons on the sides of the plug. Pull the plug straight out.

- 4 If you have purchased optional batteries or chargers, see “Charging Times”.

Charging Times

Check your battery and charger type against the below grid to determine appropriate charging times.

Recommended charging times:

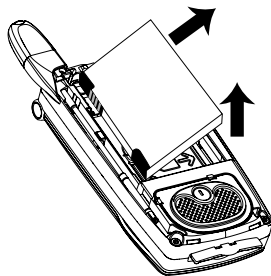
Battery	Charger	
	Rapid	Standard
Slim Lithium Ion SC	2 hours	2.5 hours
Standard Lithium Ion SC	2 hours	4 hours

For best results, charge the batteries within the temperature range of 50°F to 104°F (10°C to 40°C).

Prolonged charging is not recommended.

Removing the Battery

- 1 With the phone powered off, remove the battery door.
- 2 Remove the battery by lifting it out from the side.




Battery Use and Maintenance

- The Motorola iDEN Approved Lithium Ion chargers provide optimum performance. Other chargers may not fully charge the iDEN Lithium Ion battery or may yield a reduced number of lifetime charge cycles.
- Extreme temperatures degrade battery performance. Do not store the battery where temperatures exceed 140°F (60°C) or fall below 4°F (-20°C).

- Lithium Ion batteries have a self discharge rate and without use, lose about 1% of their charge per day.
- The battery capacity is degraded if the battery is stored for long periods while fully charged. If long term storage is required, store at half capacity.

Powering On and Off


To power your phone on:

- 1 Open the flip.
- 2 Press .

As your phone connects to the network, you will see a connecting message. When the idle screen appears, the phone is ready to use.



To power your phone off:

- 1 Open the flip.
- 2 Press and hold .

Activating Service


The first time you power on your phone, your service is activated.



A screen then appears prompting you to select **Ok** to update your browser information. This screen will only appear during initial activation. See "Enabling Security".

Enabling Security

You must enable security the first time you power on your phone or within 20 days of first activation of your phone.

- 1 Press  under **Ok**.






Note: If you press  under **Later**, the idle screen will appear. The next time you select **Net** from the main menu, you will be prompted to enable security before you can use Nextel Online services.

- 2 You are prompted to enable security. Press  under **Yes**. A series of screens and then the default homepage displays.
- 3 Press  to return to the idle screen.





Phone Programming

Within 24 hours of enabling security, you will receive an alert notification containing your Personal Telephone Number (PTN), Nextel Customer Care number, Direct Connect number, and Talkgroup lists for Group Connect calls.




- 1 When you receive an alert notification saying **New Browser Message - Receive Programming Info**, press  under **Goto**.
- 2 You are prompted to accept changes to your lists. Press  under **Ok**.
- 3 You are prompted again to accept changes to your lists. Press  under **Ok**.
- 4 A confirmation screen displays. Press  under **Ok**.
- 5 Press  to return to the idle screen.

Finding Your Phone Number and Direct Connect® Number

My Info lets you view your phone number, Direct Connect number, and other phone information.

- 1 Press  to access the main menu.
- 2 Scroll to **My Info**.
- 3 Press .

4 Scroll to see your information:

- **Name** — Enter your name.
- **Line 1** and **Line 2** — your phone numbers for phone lines 1 and 2. These are filled in when you receive your alert notification after enabling security on your phone.
- **Direct Connect** — Your Direct Connect number is the number that others use to contact you using Direct Connect® service. It is filled in when you receive your alert notification after enabling security on your phone. To view your Direct Connect number, scroll to **Direct Connect** and press .
- **Group ID** — the number of the Talkgroup you have joined.
- **Carrier IP** — the IP address assigned to Nextel. It is filled in when you register for packet data services. To view your Carrier IP address, scroll to **Carrier IP** and press .
- **IP1 Address** and **IP2 Address** — the IP addresses assigned to you for using the Internet with your phone. To view your IP addresses, scroll to the IP address you want to view and press .
- **Ckt** — Your circuit data number is the number you use if you want to use your phone to transfer circuit data. You receive this number from Nextel.

Note: If you request equipment related transactions on your account, Nextel Customer Care may require you to provide specific information about your phone. By pressing **Ⓜ** anytime while in **My Info**, a context-sensitive menu will appear that includes your phone's service status, unit information, and phone identification numbers including IMEI, SIM ID, and Serial Number (SN). Please be prepared to supply the representative with this information when requesting these types of transactions.

Nextel® Voice Mail

You must set up your voice mail box before you can retrieve messages. See “Setting Up Your Voice Mail Box” on page 24.

Nextel Worldwide® Service

You can use your phone to make calls internationally in select cities using other iDEN® networks by calling Nextel Customer Care to activate international dialing on your account. Countries in which you can use your phone include Argentina, Brazil, Canada, Philippines, Singapore, Israel, Mexico and Peru*.

* Credit approval may be required. Other conditions may apply.

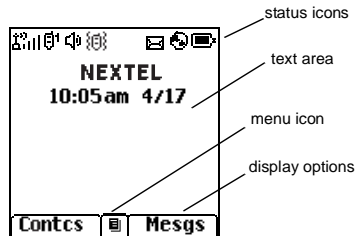
Customizing Features

You can control many features of your phone, including the size of the text on the display, the way you access main menu items, and the volume of incoming sound, rings, and other tones. See “Customizing Your Phone” in the *i833 User's Guide*.

Phone Basics

Any time your phone is powered on, the display provides you with information and options.

The external display shows a shortened version of the internal display. To see more information, open the flip.





Getting Started

The screen shown above is the idle screen. The idle screen appears when your phone is on, but not engaged in any activity.

Text Area

This area displays menus, messages, names, phone numbers, and other information.

Display Options

Two display options appear at the bottom of most screens. You select a display option by pressing the option key below it.

Menus and Lists

Your phone's features are arranged in menus, submenus, and lists.

To access the items in a menu or list, scroll using the navigation key at the top of your keypad. This key lets you scroll up, down, left, or right. Holding down the appropriate part of the navigation key speeds up scrolling.

In this guide, this symbol > tells you to select a menu or list item. For example, **Settings > Security** means:

- 1 Scroll to **Settings** on the main menu.
- 2 Press **OK** to see the **Settings** screen.
- 3 Scroll to **Security**.

- 4 Press **OK** to see the **Security** screen.

Quick Access to Main Menu Items



Each arrow in the navigation key and **OK** can be used to access a main menu item from the idle screen. Each of these keys is assigned to a main menu item when you receive your phone.

OK Key

Pressing **OK**:






- Selects the highlighted menu item or list item
- Sets options
- Confirms actions
- Places and answer calls
- From the idle screen, accesses ring tones list. This is the default setting. You can assign a different main menu item to **OK**.

Menu Key

Many features provide context-sensitive menus that let you access related features and actions. This icon  appears any time a context-sensitive menu is available. Press  to access the menu.

Main Menu

All your phone's features can be accessed through the main menu. You can set the main menu to appear as a list or as large icons.

-  **Net** Access to Nextel Online services.
-  **Java Apps** Java applications on your phone.
-  **Settings**
Display/Info
Phone Calls
DC/GC Options
Personalize
Volume
Security
Advanced Customize your phone.
-  **Ring Tones** Assign ring tones and turn ringer off.
Vibrate All
list of ring tones
Ring Tones menu
-  **VoiceRecord** Record and play audio messages.

My Info

View personal phone information, including phone number and Direct Connect number.

Downloads

Provides a catalog of ring tones, wallpaper, games and applications that you can download directly to your phone. Browse through the catalog to add a new ring tone, a wallpaper to serve as the background image on your phone, a game for entertainment, or an application that serves your business and productivity needs. Items in these catalogs change frequently, so check regularly for fresh content.

GPS








Find your approximate geographical location.



Contacts new contact form list of contacts Contacts menu

Create, view, store, edit contacts.




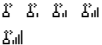


Getting Started

-  **Messages** Access messages.
Voice Mail
Net Alert
SMS
-  **Call Forward** Set call forwarding options.
-  **Datebook** Schedule appointments.
new event form
list of events
Datebook menu
-  **Memo** Store a number to access later.
-  **Call Timers** Phone usage information.
-  **Recent Calls** Lists recent calls.
list of calls
recent calls menu
Call Setup menu
-  **Shortcuts** Create shortcuts to screens.


-  **Profiles** Groups of settings you apply together.
new profile form
list of profiles
Profiles menu
-  **Call Alert** Lists call alerts.
list of call alerts
Call Alerts menu


Status Icons

Status icons appear at the top of the display. Some appear at all times. Others appear only when your phone is engaged in certain activities or when you have activated certain features.


-  **Battery Strength** — A fuller battery indicates a greater charge.
-  **Signal Strength** — More bars next to the antenna indicate a stronger signal.
-  **Phone In Use** — Your phone is active on a phone call.
-  **Direct Connect In Use** — Your phone is active on a Direct Connect call.


 **Talkgroup In Use** — Your phone is active on a Group Connect call.

 **Active Phone Line** — 1 indicates phone line 1 is ready to make calls; 2 indicates phone line 2 is ready to make calls.


 **Call Forward** — Your phone is set to forward calls.




 **Ringer Off** — Your phone is set not to ring.

 **Speaker Off** — Sets Direct Connect and Group Connect sound to come through the earpiece rather than through the speaker.

 **Messages** — You have one or more messages.

 **T9 Text Input** — You are using T9 Text Input to enter text.

 **Internet** — You are ready to browse the internet or are browsing the internet using a secure connection.



Airplane Mode — Your phone is set to Airplane Mode.



Packet Data — You are ready to transfer packet data or are transferring packet data.



TTY — You are ready to use your phone to make calls using a teletypewriter device.

SIM Card Security

Your SIM card stores all your Contacts and protects your personal information. Since this information is stored on your SIM card, not in your phone, you can remove the information by removing your SIM card.

Note: Except for making emergency calls, your phone will not function without the SIM card.

To prevent unauthorized use of your phone, your SIM card is protected by a PIN that you enter each time the phone is powered on. You can change the PIN or turn off the requirement that it be entered.

For more information on turning the PIN requirement on and off, entering the PIN, changing the PIN, and unblocking the PIN, refer to the *i833 User's Guide*.



Getting Started

Inserting and Removing Your SIM Card

Important: Do not touch the gold-colored areas of your SIM card.

The SIM card is designed for optimal Contacts storage and feature use. For Nextel SIM card compatibility information, visit www.nextel.com/sim.

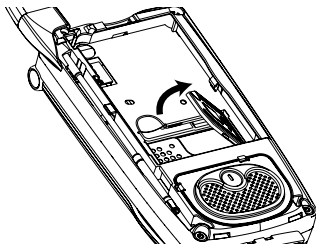
If you remove your SIM card and use it with another phone, or use another SIM card with your phone, the following information is erased:

- The recent calls list
- Call forwarding settings
- Net alerts
- Information stored in Memo
- 3 most recent GPS Enabled locations
- Voice records
- Voice names
- Datebook events
- Options set using the Personalize menu

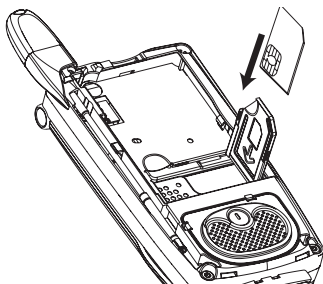
Note: In some cases, Contacts may not be accessible if you move your SIM card to another phone. Contacts entries created with your i833 phone are not readable by an older iDEN SIM-based phone.

Inserting Your SIM Card

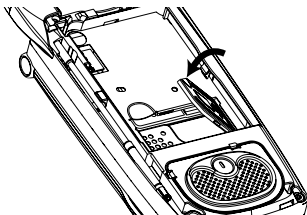
- 1 With your phone powered off, remove the battery door and battery.
- 2 Open the SIM card holder.



- 3 Carefully slide your SIM card into the SIM card holder.



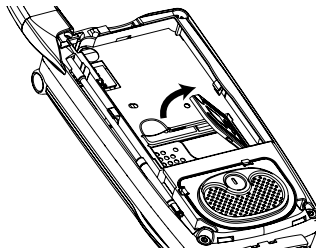
- 4 Close the SIM card holder.



Removing Your SIM Card

Important: To avoid loss or damage, do not remove your SIM card from your phone unless absolutely necessary.

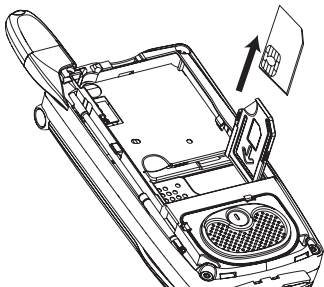
- 1 With your phone powered off, remove the battery door and battery.
- 2 Open the SIM card holder.



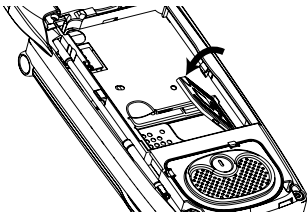


Getting Started

- Carefully slide your SIM card out of the SIM card holder.



- Close the SIM card holder.



Note: Protect your SIM card as you would any delicate object. Store it carefully.



Locking the Keypad

Locking the phone's keypad prevents its buttons from being pressed. When the keypad is locked, you can only:

- Power the phone on and off
- Unlock the keypad
- Respond to incoming calls, messages, and alerts



Important: Emergency calls cannot be placed while the keypad is locked.


To lock the keypad:

- 1 From the idle screen, press .
- 2 Press .



If you press a key while the keypad is locked, instructions for unlocking the keypad display briefly.

To unlock the keypad:

- 1 From the idle screen, press .
- 2 Press .

While the keypad is locked, you can respond to incoming calls, messages, and alerts just as you do when the keypad is not locked. When finished, press  to return to the idle screen. The keypad remains locked.

You also have the option of setting your phone to automatically lock the keypad if there has been no activity for a specified time.

- 1 From the main menu, select **Settings > Security > Keypad Lock**.
- 2 To lock the keypad immediately, select **Lock Now**. You will be given the option to press  and  to lock and unlock the keypad.
- 3 To set a specific time for the keypad to lock if there has been no activity, select **Auto Lock** and then select a time.

The keypad can be set to lock in 5, 10, 15 or 20 minutes if the keypad is not touched during the specified time. To turn the auto lock off, repeat step 3 and select **Off**.

Accessories

Your phone comes with a Slim Lithium Ion Battery, rapid travel charger, and holster.

Various accessories are available for use with your i833 phone, including cases, vehicle power charger, data cables, Hands-Free accessories and more.

To order additional accessories, go to www.nextel.com or call 1-800-Nextel6. You can also contact your Nextel Authorized Sales Representative or stop by any Nextel-owned Retail Store. For information on Nextel retail store locations, go to www.nextel.com.

Wireless Local Number Portability: Bringing Your Phone Number From Another Carrier

If you are bringing your phone number from another carrier, your new phone will be active as soon as you receive it. Nextel will provide you with a temporary phone number so that you can begin using your phone immediately. Once the number you have brought to Nextel is activated, your temporary phone number will be deactivated and service with your previous carrier will be cancelled automatically. You will receive a text message on your Nextel phone letting you know that activation is complete. Simply turn your phone off and back on again to complete activation.



Getting Started

Here is additional information you need to be aware of until the number you have brought to Nextel is active on the Nextel network:

Nextel® Voice Mail

We suggest you set up your voice mail box after the number you brought to Nextel is active on your Nextel phone and your temporary phone number is deactivated. If you set up your voice mail box prior to this, all messages and all settings (including your greeting and password) will be lost when the number you have brought to Nextel becomes active.

Text Messaging

During the activation process, it is possible that text messages may not be properly routed to your Nextel phone.

911 Calls

Nextel continues to make efforts to ensure that all 911 calls are minimally impacted by this process. If you make a call to 911 from your temporary phone number and the call fails, the 911 emergency response center will not be able to call you back on your Nextel phone if in the meantime your Nextel phone has been programmed with your permanent

phone number. As with any wireless 911 call, if your call is disconnected before location and details have been provided, be sure to call 911 again and advise that you were disconnected.

Go to www.nextel.com/wlnp for more details.

Nextel® Customer Care

Nextel Customer Care: 1-800-639-6111 or dial 611 from your i833 phone.

Nextel Worldwide Customer Care:
+1-360-662-5202 (toll-free from your i833 phone).

i833 Phone Menu Tree





Making Calls

Your i833 phone makes two types of calls: digital cellular phone calls and Direct Connect calls. With Direct Connect calls, you use your phone as a long-range, digital walkie-talkie.


Phone Calls

With the Flip Open

1 Enter the number you want to call.

2 To place the call:

Press . **-or-**

If you entered the number from the idle screen, press .


3 To end the call:

Press . **-or-**


Close the flip.

To end a call by closing the flip, you must have the Flip to End feature turned on (see “Setting Flip Actions” in the *i833 User’s Guide*).

With the Flip Closed

1 Select the number you want to call from the recent calls list and press . **-or-**

Use a voice name to select the number and place the call.

2 To end the call, press .

Direct Connect® Calls

1 If the flip is open, enter the Direct Connect number you want to call. **-or-**

If the flip is closed, select the number as you would when making a phone call.

2 Press and hold the PTT button on the side of your phone. Begin talking after your phone emits a chirping sound.

3 Release the PTT button to listen.

Dialing Direct Connect® Numbers

Every Direct Connect number has 3 parts — an area ID, a network ID, and a member ID — with an asterisk between each of these parts. For example: 999*999*9999.

When you place a Direct Connect call, you must enter the whole Direct Connect number including the asterisks.


Tip: When you store a Direct Connect number in Contacts it is good practice to include the whole Direct Connect number including the asterisks in case you travel with your phone, or another Direct Connect user whom you are trying to reach travels with their phone, outside of your network.

Receiving Calls

Phone Calls


When you receive a phone call, your phone rings, vibrates, or lights up its backlight.

Answering

If the flip is closed, press . **-or-**

Open the flip. **-or-**

Press . **-or-**


Press . **-or-**

Press  under **Yes**. **-or-**

Press any number key.

To answer a call by opening the flip, you must have the Flip to Ans feature turned on (see “Setting Flip Actions” in the *i833 User's Guide*). To answer a call by pressing any number key, you must have the Any Key Ans feature turned on (see “Phone Calls Features” in the *i833 User's Guide*).


Sending to Voice Mail

If the flip is closed, press . **-or-**

Press . **-or-**

Press  under **No**.

Ending

If the flip is closed, press . **-or-**

Press . **-or-**

Close the flip.

Direct Connect® Calls

When you receive a Direct Connect call, your phone emits a chirping sound or vibrates.

- 1 Wait for the caller to finish speaking.
- 2 Press and hold the PTT button on the side of your phone. Begin talking after your phone emits a chirping sound.
- 3 Release the PTT button to listen.




Making Calls


Using One Touch Direct Connect®


One Touch Direct Connect sets your phone to call the most recent Direct Connect number on the recent calls list, or a Direct Connect number you choose, every time you press the PTT button. See “Setting One Touch Direct Connect®” in the *i833 User’s Guide* for more information.

Missed Phone Calls


When you miss a call, this icon  and the number of phone calls you have missed appear briefly.


With the Flip Open

If you want to dismiss the missed call message, press  under **Back**. -or-

If you want to view the missed call on the recent calls list, press  under **View**.

With the Flip Closed

If you want to dismiss the missed call message, press .

If you want to view the missed call on the recent calls list, press  twice.

Using Speakerphone

Turning on speakerphone makes incoming sound come out of the phone’s speaker instead of the earpiece. Speakerphone is available whenever you are on an active phone call.

With the Flip Open

To turn speakerphone on or off:

Press  under **Spkr**. -or-

Press .

With the Flip Closed


When you make a call with the flip closed, speakerphone is always on.

Opening the flip turns speakerphone off.

Using Mute

Muting calls lets you listen to incoming sound without transmitting sound. Mute is available whenever you are on an active call.

To turn mute on:

Press  under **Mute**.

While mute is on, **Unmute** appears as a display option.

To turn mute off:

Press  under **Unmute**.

Making Emergency Phone Calls

Your phone supports emergency calling. Emergency phone calls can be made even when your SIM card is blocked or not in your phone.

Dial 911 to be connected to an emergency response center. If you are on an active call, you must end it before calling 911.

When you make an emergency call, your phone's GPS Enabled feature can help emergency service personnel find you, if you are in a location where your phone's GPS antenna has established a clear view of the open sky and your local emergency response center has the equipment to process location information. See "GPS Enabled" in the *i833 User's Guide* for more information on the limitations of this feature. Because of the limitations of this feature, always provide your best knowledge of your location to the emergency response center when you make an emergency call.

Important: Emergency calls cannot be placed while the keypad is locked.

Important: If you have not registered on the network, emergency calls cannot be placed while your SIM card is in your phone.

Important: If you are bringing your phone number to Nextel from your previous carrier, you may receive a temporary telephone number while your Nextel phone is being programmed with your permanent phone number. If you make a call to 911 and the call fails, the 911 emergency response center will not be able to call you back on your Nextel phone if in the meantime, your Nextel phone has been programmed with your permanent telephone number. If the call is disconnected before location and details have been provided, call 911 again and advise that you were disconnected.



Nextel® Voice Mail

Note: To receive voice mail messages, you must first set up your voice mail box.

Note: If you are bringing your phone number from another carrier, we suggest you set up your voice mail box after the number you brought to Nextel is active on your Nextel phone and your temporary phone number is deactivated. If you set up your voice mail box prior to this, all messages and all settings (including your greeting and password) will be lost when the number you have brought to Nextel becomes active.





Setting Up Your Voice Mail Box

Using your 833 phone, dial your 10-digit Nextel Personal Telephone Number (PTN). For example: 7035557777. Follow the system instructions to create a new 4- to 7-digit password, record your name, and record a greeting. When the system says, "Thank you for using Nextel Voice Mail," your mailbox is set up.

If you are calling from a phone other than your 833, dial your 10-digit Nextel PTN. When you hear the greeting, press the star key to access your voice mail box. The system will prompt you to enter your password. Enter the last seven digits of your Nextel PTN. For example: 5557777. This is your temporary password.

You are in the main voice mail menu when you hear the options listed below.

- To play your messages, press 1. (This option plays only if you have new or saved messages.)
- To record a message, press 2.
- To change your greeting, press 3.
- To access your personal options, press 4.

If you press  while you are in a sub-menu, you will go to the previous menu. If you press , you will go to the main voice mail menu. From the main voice mail menu, press  to exit voice mail. At any time, you may end the call by pressing .


Receiving a Message


When you receive a voice mail message, **New Voice Mail Message** appears on the display.


To call Nextel's voice mail system and listen to the message:

Press  under **Call**.

To dismiss the message notification:

If the flip is closed, press . **-or-**

If the flip is open, press  or press  under **Back**, or close the flip.


If the caller leaves a message, this icon  appears on the display, reminding you that you have a new message.

Accessing Voice Mail from the Message Center

From the main menu, select **Messages > Voice Mail**.

Sending Unanswered Calls to Voice Mail

To send a phone call to voice mail instead of answering it:

If the flip is closed, press . **-or-**

Press . **-or-**

Press  under **No**.

Note: Refer to “Nextel Voice Mail” in the *i833 User’s Guide* for more information.



Nextel Online® Services

You can use your phone's Net feature to access a suite of wireless data products known as Nextel Online (NOL) services. Services include Two-Way Messaging, Web and Premium Web, Address Book, Mobile Email, and wireless access to AOL® Instant Messenger™.

With the exception of the Two-Way Messaging Express service, Nextel Online* services require the activation of a Nextel Online service plan. To order, call 1-800-NEXTEL6 or contact your Nextel sales representative.

* Nextel Online is only available in the continental United States.

NOL Services

- Two-Way Messaging — Discretely send and receive text messages via your Nextel phone, any email address, or www.nextel.com with Two-Way Messaging. For customers who purchased a Free Incoming plan, there is a nominal charge for each message sent and received. Or, customers have the option of subscribing to a Two-Way Messaging Premier package for enhanced functionality and unlimited messaging.
- Web — access the wireless Internet from your Nextel phone.

- Premium Web — access any site on the wireless Internet, conduct topic and keyword searches, bookmark sites and applications, and customize your phone's browser menu.
- Address Book — program your Contacts from the Internet.
- Mobile Email — access and send email from your Nextel phone.
- AOL® Instant Messenger™ — send and receive instant messages in real-time through a handset-based interface.

Accessing NOL Services From Your Phone

You must first enable security on your phone to receive NOL services. See "Enabling Security" on page 7.

- 1 Press **Ⓝ** to access the main menu and select **Net**.

Your NOL home page displays.

- 2 Choose the service you want to access.

To access your Two-Way Messaging Service:

Select the Text Messaging application from the **Net** menu.

Accessing NOL Services From Your Phone

To access the Web:

Select **Web Sites, Downloads & Marketplace, or Search**

To access Address Book:

Select **Business Tools > Address Book**

To access Mobile Email:


Select **Email & More > Mobile Email**


To access AOL® Instant Messenger™:

Select **Email & More > AIM**

Note: Many screens will require you to enter text. For information on entering text, see “Entering Text” in the *i833 User’s Guide*.


Navigation Keys

- **Home** — Press  to return to your home page.

Tip: Press  twice to return to your phone's idle screen.

- **Back** — Press  to return to a previous screen.

Tip: While navigating through Nextel Online screens, a number may appear to the left of the application or topic you want to access. Press the corresponding number on the keypad for quicker access to that application or topic.

When transmitting highly personal or sensitive data, such as a credit card number, this icon  appears, indicating that the data is encrypted during transmission.

Note: You may be asked to (re)enable security as Nextel adds new services or upon your return to the U.S. after traveling.

Quick Start Guides for NOL services can be accessed on www.nextel.com under the **Customer Support** tab by clicking on **Guides & Tutorials/Services**. NOL Demos can be accessed on www.nextel.com under the **Services** tab by clicking on **Nextel Online/Web Services Demo**.



Nextel® Terms and Conditions of Service

IT IS IMPORTANT THAT YOU READ THIS ENTIRE AGREEMENT CAREFULLY. This wireless service agreement (the "Agreement"), consisting of these General Terms and Conditions and the Plan Information is an agreement between you individually or, if a business, your business entity or corporation ("Customer"), and the Nextel local operating affiliate authorized to provide service in the geographic region in which Customer's billing address is located ("Nextel"). Should there be any conflict between this Agreement and the terms and conditions of the current Service Agreement or Subscriber Agreement or other agreement between Customer and Nextel covering the Equipment (as defined below) accompanying this User's Guide, the terms and conditions of the current Service Agreement or Subscriber Agreement or other agreement will control. Customer represents that (1) he or she is at least 18 years of age and is legally competent to enter into this Agreement; (2) if acting on behalf of an entity, he or she is fully authorized to bind the entity; (3) if acting on behalf of a corporation, the execution of this Agreement has been authorized by all necessary corporate actions. These services may include, but are not limited to, wireless calling,

Direct ConnectSM walkie-talkie services, Nationwide Direct ConnectSM walkie-talkie services, Group ConnectSM walkie-talkie services, wireless web services including email services ("Nextel Online[®] Services"), mobile messaging services including two-way messaging and SMS services ("Mobile Messaging") and other related services and features. Together, the services selected by Customer make up Customer's "Service Plan" and are collectively referred to in this Agreement as the "Service" provided to Customer. Service is accessible to Customer through the telephone, data, email or messaging code or number(s) or email address(es) (collectively, the "Number(s)") assigned to Customer's account. This Agreement also governs the purchase and/or use of Customer's cellular phone ("Phone"), BlackBerry[®], radio equipment and all other related equipment or devices used in connection with the Service ("Equipment"). This Agreement governs the entire relationship between Customer and Nextel and supersedes all earlier versions of any agreement between Customer and Nextel. Customer acknowledges receipt of detailed information ("Plan Information") for each Service selected by Customer. **ALL PLAN INFORMATION IS MADE PART OF THIS AGREEMENT AND SHOULD BE CAREFULLY REVIEWED BY CUSTOMER.** If Plan Information conflicts with this Agreement, this Agreement shall govern. IN

Accessing NOL Services From Your Phone

CONSIDERATION OF THE PAYMENTS AND THE MUTUAL COVENANTS AND CONDITIONS SET FORTH IN THIS AGREEMENT, NEXTEL AND CUSTOMER AGREE AS FOLLOWS:

1. ACCEPTANCE OF THIS AGREEMENT -

Customer will have accepted and be bound by this Agreement if Customer (1) provides Nextel with a written or electronic signature; (2) otherwise indicates electronically that Customer accepts; or (3) activates Service through the Equipment.

Creditworthiness of Customer - Customer must complete a credit application ("Credit Application") before Service may be provided to Customer. THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL NEXTEL APPROVES CUSTOMER'S CREDIT APPLICATION AND OTHERWISE ACCEPTS THE AGREEMENT. Customer acknowledges that Nextel will rely on the credit information furnished by Customer ("Credit Information") and Customer's credit history to determine whether to provide Service to Customer. Customer consents to Nextel's requests for and verification of Customer's bank references and authorizes Nextel to assess Customer's creditworthiness from time to time by contacting standard commercial credit reference services. Customer represents and warrants that all Credit Information is current, complete and accurate. Nextel may require Customer to update its Credit

Information from time to time, and Customer agrees to notify Nextel immediately of any change to its Credit Information. NEXTEL MAY, AT ANY TIME, TERMINATE THE SERVICE OF ANY CUSTOMER THAT DOES NOT PROVIDE CURRENT, COMPLETE AND ACCURATE CREDIT INFORMATION. Nextel may, at any time in its sole discretion, place restrictions on Customer's use of Service, including but not limited to, a limitation on the amount of charges Customer may incur with respect to any Number. In this event, Nextel shall provide reasonable notice to Customer. Customer acknowledges that Nextel may provide Customer's payment history and other billing/charge information regarding the Service or Equipment to any credit reporting agency or industry clearinghouse.

Deposits - Nextel may, at any time in its sole discretion, require a deposit ("Deposit") from Customer to be held as a guarantee of payment. Customer grants to Nextel a security interest in any Deposit to secure all current or future amounts owed to Nextel. The Deposit may be mixed with other funds and will not earn interest, except as required by applicable law. Customer may not use the Deposit to pay Customer's bills or to extend payment. Nextel may, at any time, determine that Customer's Deposit is insufficient and, upon notice to Customer, require an increase in the Deposit to the extent permitted by law. In this event,

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Customer must either furnish the increased Deposit to Nextel within a reasonable time of its receipt of notice or terminate the Agreement during this period without incurring any liability for early termination. If Customer does not furnish Nextel with the increased Deposit amount or terminate the Agreement and pay to Nextel all amounts Customer owes to Nextel in a timely manner, Nextel may terminate the Agreement and Customer shall be liable to Nextel for early termination in accordance with Section 7 below. Nextel will apply the Deposit against any amount owed to Nextel at the end of the first billing cycle following the date that is one year from when Nextel received the deposit ("Application Date"), or, if earlier, upon termination of the Agreement or such other time as required by law. Nextel will return the Deposit (or any remaining balance) to Customer within ninety (90) days (or such shorter period as may be required by law) after termination of the Agreement. After the Application Date and upon Customer's request, Nextel will return to Customer within thirty (30) days of such request any balance remaining on the Deposit. Deposits will be returned to Customer, in whole or in part, at Customer's last known address. If required by law, Nextel will forward to appropriate state authorities any remaining balance that the postal service is unable to deliver to Customer.

2. AGREEMENT TERM - The term of this Agreement for each Number has been provided to the Customer and shall begin on the date Customer accepts the Agreement in accordance with Section 1 above. Customer may be required to commit to a fixed one or two-year minimum term ("Minimum Term"), depending on the Service Plan selected by Customer. Service Plans without a Minimum Term may be terminated by Customer by providing Nextel with thirty (30) days written notice. IF CUSTOMER SELECTS A SERVICE PLAN OR FEATURE OR PARTICIPATES IN A PROMOTION THAT REQUIRES A MINIMUM TERM, CUSTOMER SHALL PURCHASE SERVICE FOR THE FULL TERM AND, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, PAY DAMAGES TO NEXTEL (AS DISCUSSED IN SECTION 7 BELOW) IF THE AGREEMENT IS TERMINATED BEFORE COMPLETION OF THE MINIMUM TERM. CUSTOMER MAY BE REQUIRED TO COMMIT TO A NEW MINIMUM TERM IF CUSTOMER CHANGES SERVICE PLANS, PARTICIPATES IN A PROMOTION, OR UPGRADES EQUIPMENT DURING ANY EXISTING TERM OR MINIMUM TERM. Customer will not be liable to Nextel for early termination if service is terminated under the applicable return policy. Information about Nextel's return policy, if applicable, will be made available to customer at the place of sale and will become a part of this

Accessing NOL Services From Your Phone

Agreement. Nextel may extend the Minimum Term by any period of time during which Service was suspended to Customer or during time on a seasonal Service Plan. Upon completion of the term, this Agreement shall automatically renew on a month to month basis until the Agreement is terminated by either Nextel or Customer upon thirty (30) days prior notice. Nextel may, in its sole discretion, decide not to renew this Agreement at any time before completion of the term or any renewal period.

3. CHANGES TO AGREEMENT - SUBJECT TO APPLICABLE LAW, NEXTEL MAY, AT ANY TIME IN ITS SOLE DISCRETION, MODIFY ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RATES IT CHARGES TO CUSTOMER. NEXTEL WILL PROVIDE NOTICE TO CUSTOMER OF ANY MATERIAL MODIFICATION. If the modification is material and adverse to Customer (e.g., the modification increases the monthly Service Plan rates charged to Customer or decreases the number of minutes included in the Customer's monthly Service Plan) and Customer does not agree to accept the modification, Customer may terminate this Agreement without incurring any liability to Nextel for early termination by notifying Nextel within sixty (60) calendar days (or such longer period as may be authorized by Nextel) after the effective date of

the modification. The effective date of the modification will be set forth in the written notice provided to Customer. If Customer does not terminate the Agreement during the sixty (60) day period, Customer will have agreed to accept the modification and the modification shall have retroactive effect to its effective date.

4. USE OF SERVICE OR EQUIPMENT -

Customer shall not use the Service or the Equipment in any unlawful manner (including, but not limited to, use in any aircraft or motor vehicle where prohibited by law, ordinance, or regulation), or in a manner that may be abusive, harassing, threatening or fraudulent. Customer is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or Equipment to communicate any (1) harassing, threatening, defamatory, pornographic or obscene messages; (2) unsolicited commercial messages; or (3) unsolicited commercial and/or bulk text or SMS messages. Customer shall not use the Service or Equipment in a manner that could result in damage or risk to the business, reputation, properties, or services of Nextel or to Nextel's subscribers, third parties or to the public generally. Accordingly, by way of example, Customer shall not attempt to gain unauthorized access to the Service or any account on the Service, use the Service to infringe the copyright of another, or upload or transmit any "virus", "worm"

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or other malicious code. Customer shall not modify, disassemble, deinstall or alter the Equipment in any manner, except in accordance with the use instructions accompanying the Equipment. Customer may not resell or lease the Service or the Equipment to any other person or party.

Change in Service/Number - Any change in the Service or the Equipment may require additional programming or Equipment or changes to Numbers assigned to Customer. Customer may be assessed a programming fee in connection with any change requested by Customer. Nextel may, at any time, change or remove any Number assigned to Customer when such change is reasonably necessary in the conduct of Nextel's business. Customer acknowledges that Customer has no proprietary or ownership rights or interest in Customer's Number(s) and cannot acquire such rights or interest through usage, publication or otherwise. Customer may not assign its Number to any other Equipment and shall not program any other Number into its Equipment. In the event that wireless number portability becomes available in Customer's Service Area, Customer may request that its Phone number(s) be ported to another service provider. Upon such request, all amounts then owed to Nextel (including damages for early termination and any amounts that appear on the

final invoice) shall become immediately due and payable, and Customer's failure to provide timely payment to Nextel could delay Nextel's facilitation of Customer's request.

Number GuardSM - If Customer selected Number GuardSM, there may be a delay in porting of Customer's telephone number(s) to another carrier while Customer's permission for porting is sought by Nextel. Number GuardSM is a free service that can be removed at any time by contacting Nextel at 1-800-639-6111.

5. NEXTEL ONLINE® SERVICES - Nextel Online® Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). Customer acknowledges that no guarantee or assurance exists that the Online Applications will be compatible, or, if currently compatible, will continue to be compatible, with Nextel's network or with Customer's Equipment or Service. Nextel does not endorse any Online Application, even if currently compatible with Nextel's network or with Customer's Equipment or Service. Nextel may, at any time in its sole discretion, disable or discontinue any Online Application for any reason. Use of Nextel Online® Services requires Internet compatible Equipment, and is subject to applicable storage, memory or other Equipment limitations.

Accessing NOL Services From Your Phone

Only certain Internet sites may be accessed by Customer, and certain Nextel Online® Services may not be available in all areas where Service is provided.

Content - Customer may, from time to time, access through Nextel Online® Services statements, opinions, graphics, photos, music, services and other information ("Content"), including Content provided by third parties. Customer acknowledges that Nextel offers no guarantee or assurance regarding the accuracy, completeness, appropriateness or utility of the Content. Customer also acknowledges that Nextel does not publish and is in no way responsible for any Content that is provided by third parties. Customer also may establish contact with third parties through Nextel Online® Services. Nextel is not responsible for the actions of third parties contacted by Customer, whether such contact was initiated by Customer or was brought about through an embedded link on the Equipment. Content providers and others have proprietary interests in certain Content. Customer shall not, and will not permit others, to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any Content in any manner without the prior written consent of Nextel, the Content providers, or others with proprietary interests in such Content, as applicable.

Network Security - Nextel may take any action that it deems necessary to (1) protect its network, its rights or the rights of its customers and third parties; or (2) optimize or improve its network, its Services and the Equipment. Customer acknowledges that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Nextel Online® Services. Nextel may, in its sole and absolute discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any Customer preference.

Application Support - Nextel is often not the developer of Online Applications that are accessible through Nextel Online® Services. Therefore, if Customer contacts Nextel's Customer Care department regarding use of an Online Application, Customer may be referred to the customer care department of the developer of the Online Application, and Nextel shall not be obligated to support any such Online Application.

6. SERVICE AVAILABILITY - Service is generally available to Customer when Customer is within the operating range of the Nextel network or within the range of a provider with which Nextel has a reciprocal service arrangement ("Service Area"). Customer acknowledges that any map, diagram or other illustration of Customer's Service Area is only

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an estimate and actual service coverage may vary. CUSTOMER'S SERVICE AREA IS SUBJECT TO CHANGE AT ANY TIME IN NEXTEL'S SOLE DISCRETION. Service quality and availability within Customer's Service Area is also affected by conditions Nextel does not control, including the Equipment, problems associated with interconnecting carriers, power failures, "viruses", obstructions such as buildings or trees, tunnels, atmospheric, geographic or topographical conditions and other conditions. Service also may be limited or temporarily unavailable due to system capacity limitations or system repairs or modifications. Nextel also may be required during public safety emergencies or when system capacity is otherwise limited to limit access to the Nextel network for those customers that are not then using the Service and connected to the network in order to facilitate communications by public safety organizations such as police and fire departments. In this event, customers that have priority access Service as part of their Service Plan will be given access to the Nextel network before Nextel's non-priority access customers. Nextel will not complete calls to 900, 976 or similar numbers for pay-per-call services. Caller identification information may not be available for all incoming calls. International calling may be blocked.

7. RATES AND CHARGES - Customer shall pay in full all charges for Services provided under this Agreement and any Service Plan that becomes part of this Agreement, including monthly service charges, usage charges, taxes, assessments and any additional fees or charges imposed on Customer or on Nextel and associated with the Service or the Equipment. Customer is responsible for all charges or purchases associated with Customer's Number and Equipment whether or not Customer was the user of the Service or authorized its use. If Customer fails to pay any amounts when due under this Agreement, Customer shall be in default and Nextel shall be entitled to exercise any remedies available to it under this Agreement or at law or in equity.

Service Charges - Customer shall pay all charges for Services selected by Customer as part of Customer's Service Plan, and any additional Services selected by Customer. Customer's Service Plan will be offered at the rates and subject to the conditions set forth in the Service Plan Information provided to Customer at the time of sale. **CUSTOMER'S SERVICE PLAN INFORMATION SHALL BE CONSIDERED PART OF THIS AGREEMENT.** Rates charged to Customer include monthly access charges and may include activation and other fees associated

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with features such as voicemail and caller identification. Monthly access charges shall begin once Customer's Service is activated, which may occur before Customer receives the Equipment.

Usage Charges - Depending on the Service Plan selected, Customer may incur usage charges for Services such as: wireless calling, Direct ConnectSM, Nationwide Direct ConnectSM, Group ConnectSM, Mobile Messaging, Nextel Online[®] Services and other Services that may be offered from time to time. Usage charges may vary depending on how, where and when Customer uses the Service. Customer may be assessed long distance charges (including international calling) or other charges for "toll-free" calls to 800, 866, 877, 888 and other toll-free numbers. Customer also may be charged for the use of special Services such as 411 services or call-forwarding. Airtime charges will be assessed for the entire period during which a call or Direct ConnectSM transmission is connected to the Nextel network. A wireless call connection begins approximately when Customer presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends approximately when the first party terminates the call. Customer shall be responsible for all charges for incoming wireless calls that are answered. A Direct ConnectSM or Group ConnectSM transmission occurs approximately when Customer presses the button

to initiate a transmission and ends approximately six (6) seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds. Customer initiates a new Direct ConnectSM or Group ConnectSM transmission if Customer responds more than six (6) seconds after the other participant completes a communication. Nationwide Direct ConnectSM calls use the Direct ConnectSM minutes in Customer's plan and incur an additional access charge. Airtime charges for Direct ConnectSM or Group ConnectSM transmissions or Nationwide Direct ConnectSM access are charged to the customer that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the six (6) second period referred to above) by the applicable rate and the number of participants. Customer will not be charged for sending or receiving call alert transmissions ("Call Alerts"), but will be deemed to have initiated a new Direct ConnectSM transmission if Customer responds to a Call Alert, even if Customer responds within six (6) seconds of receiving the Call Alert. Text and numeric messaging will be charged on a per message basis; however, Customer may elect to purchase a certain number of messages for a fixed monthly price. Any messages in excess of Customer's allotted

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messages will be charged at the per message rate. Depending on the plan, Customer may be charged on a per kilobyte basis (one megabyte equals 1024 kilobytes and one kilobyte equals 1024 bytes), for Customer's use of Nextel Online® Services. Kilobytes may be used for, without limitation, browsing the Internet, accessing Nextel Online® Applications and for reading, sending and responding to email. Airtime minutes allotted to Customer under Customer's wireless calling plan may be used in connection with certain Nextel Online® Services. CUSTOMERS ARE CHARGED AT LEAST ONE (1) MINUTE OF AIRTIME FOR ALL WIRELESS CALLS AND AT LEAST SIX (6) SECONDS OF AIRTIME FOR ALL DIRECT CONNECTSM TRANSMISSIONS, REGARDLESS OF LENGTH. AFTER THE INITIAL MINUTE, AIRTIME CHARGES FOR WIRELESS CALLING ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND OR TO THE NEXT MINUTE, DEPENDING ON CUSTOMER'S SERVICE PLAN. AFTER SIX (6) SECONDS, DIRECT CONNECTSM TRANSMISSIONS ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND. DATA USAGE FOR NEXTEL ONLINE® SERVICES IS ROUNDED TO THE NEAREST ONE-TENTH (1/10) OF A KILOBYTE.

Taxes, Fees and Assessments - Customer shall pay all federal, state, and local taxes and fees that are imposed on transactions subject to this Agreement. Customer shall not be responsible for taxes and fees imposed on Nextel's net income or property. Customer shall be responsible for all taxes and fees (whether imposed upon Customer or Nextel) that are measured by gross receipts from sales made to Customer or imposed as a per-line or per-unit charge. Applicable taxes and fees include, but are not limited to, the following: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, and statutory 911 fees. Any Customer who is eligible for an exemption from any tax or fee must provide Nextel with a valid and properly executed exemption certificate for the exemption to be effective. Customer shall provide Nextel with the Primary Place of Use (i.e., Customer's residential street address or primary business address) for each unit activated on Customer's account, and notify Nextel of any changes in such address. Additional fees and assessments apply to Customer's monthly Service Plan. The charges may change and may vary depending on where customer is located. The charges include, but are not limited to, a Universal Service Fund assessment and a Telephone Relay Service fee. Nextel also imposes a Federal Programs Cost Recovery ("FPCR") fee that is not a tax or

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government mandated, but is collected to recover Nextel's costs for complying with Federal Communications Commission ("FCC") programs and mandates. The FPCR fee is subject to adjustment, and Nextel will provide advance notice to Customer through the "Nextel News" section of Customer's bill or a bill insert of any significant increase in the FPCR fee. Please consult the current Nextel pricing materials, a sales consultant or visit <http://www.Nextel.com> for information regarding the FPCR fee and the current amount of the fee. Additional fees may be added to Customer's bill to recover Nextel's costs for funding government programs or initiatives.

Early Termination Component of Rate Structure - Nextel incurs a significant cost in activating Service to Customer, including a large up-front cost in offering Equipment to Customer. These costs are partially recouped over the length of Customer's Agreement with Nextel through monthly service rate charges to Customer, which have been established in part for this purpose. If Customer breaches this Agreement or terminates Service for any reason (including by porting its Phone number to another service provider), Customer understands and acknowledges that Nextel will not receive the full benefit of its Agreement with Customer, in part, because Nextel will not continue to receive monthly service charges from Customer. As a result, Nextel shall incur damages that are

difficult, if not impossible, to determine. THEREFORE, IN THE CASE OF BREACH OR EARLY TERMINATION OF THE AGREEMENT BY CUSTOMER, CUSTOMER SHALL PAY TO NEXTEL, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY (IN ADDITION TO ALL AMOUNTS THEN OWED TO NEXTEL), \$200 FOR EACH NUMBER ASSIGNED TO CUSTOMER'S ACCOUNT AS A REASONABLE ESTIMATE OF THE DAMAGES INCURRED BY NEXTEL. This is intended to maintain Nextel's overall rate at an acceptable level despite Customer's early termination and will be assessed without exception unless otherwise provided in this Agreement or by applicable law.

Failure to Pay - Customer acknowledges that time is of the essence with respect to all amounts owed to Nextel. IF CUSTOMER HAS NOT PAID ITS MONTHLY INVOICE IN FULL BY THE DUE DATE, A LATE PAYMENT CHARGE OF UP TO 1.5% PER MONTH (18% ANNUALLY), OR SUCH LESSER AMOUNT PERMITTED BY LAW, MAY BE APPLIED TO THE TOTAL UNPAID BALANCE DUE AND OUTSTANDING. THIS LATE PAYMENT CHARGE IS ASSESSED TO RECOVER COSTS FOR CUSTOMER'S FAILURE TO PAY AND SHALL NOT CONSTITUTE INTEREST. Nextel's acceptance of late or partial payments (even if marked "paid in full" or similar notations) shall not waive Nextel's right to collect

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the full amount due under this Agreement, plus any additional amounts charged under this paragraph. If Nextel obtains the services of a collection or repossession agency or an attorney to assist in remedying any breach of this Agreement by Customer, including but not limited to, Customer's nonpayment of charges, Customer shall be liable for this expense.

Disputed Charges - Customer may dispute only those charges that Customer believes are the result of (1) a billing error; (2) a problem related to Customer's Service; or (3) dropped calls. To dispute any charge, Customer must pay all undisputed amounts when due and submit a written notice to Nextel within ninety (90) days of the problem or before the end of the third billing cycle after the date upon which the problem occurred, whichever occurs later. **CUSTOMER WAIVES THE RIGHT TO DISPUTE ANY CHARGES FOR WHICH TIMELY NOTICE IS NOT PROVIDED TO NEXTEL.** Nextel shall resolve all disputed charges in its sole discretion. If Nextel determines that an error was made on Customer's invoice, Nextel will credit Customer's account in the amount of the error. If Nextel determines that a disputed charge was validly assessed upon Customer, Nextel will notify Customer and Customer must furnish the amount to Nextel within a reasonable period of time; or, if authorized by Customer, Nextel may instead charge Customer's

credit card or debit card by any amount that was validly assessed. If Customer fails to pay any undisputed amount or, after a reasonable period of time, fails to pay any amount determined by Nextel to have been validly assessed upon Customer, Nextel may exercise any remedies available to Nextel under this Agreement for non-payment, including termination of the Agreement. Customer hereby acknowledges that he or she has read the explanation of rates and charges set forth in this Section 7 and understands that these rates and charges may be assessed upon Customer, to the extent applicable.

8. BILLING - Nextel shall issue invoices for Service and for purchases of Equipment. Nextel's invoicing cycle is approximately thirty (30) days, but may change from time to time. The day of the month on which Customer receives an invoice may vary and is subject to change. Service charges will be invoiced to Customer in advance, and usage charges will be invoiced in arrears. Customer may be assessed a shipping charge for Equipment delivered to Customer. Unless otherwise specified in Customer's Service Plan, any unused minutes or other allotted Services under Customer's Service Plan will not be carried over to any other billing cycle. If Customer's Service is terminated for any reason (including if Customer's Number is ported) before the end of any billing cycle, no credit or refund will be provided for unused minutes or other

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allotted Services and any monthly service charge will not be prorated to the date of termination. On occasion, Customer may be billed for Services in a month other than the month in which Customer used the Service. The creation of new cell sites, Nextel's implementation of new billing technology, delays in the reporting of international or other roaming charges between carriers, and other similar events may result in such delayed billing. Nextel may bill Customer on behalf of third party providers of Online Applications that are accessed by Customer through the Equipment. Nextel may retain a percentage of these charges before providing the balance to the third party provider of such Online Application.

9. PAYMENTS - Recurring Credit/Debit Card Payments

Customer may pay any amount owed to Nextel by using a credit or debit card acceptable to Nextel. If Customer wishes to pay all amounts in this manner on a recurring basis, Customer must complete a separate payment enrollment form ("Payment Form"). Customer acknowledges that upon signing the appropriate Payment Form, the Payment Form, including its applicable terms and conditions, will become a part of this Agreement. Customer shall promptly notify Nextel of any changes to the credit or debit card (e.g., if the card is terminated, lost, stolen or the expiration date changes) or bank

account used for payment. Enrollment is for the duration of this Agreement unless cancelled earlier by either Customer or Nextel upon thirty (30) days advance written notice to the other party.

Specific Form of Payment - Nextel may, at any time and from time to time, as it deems appropriate (e.g., following receipt of a dishonored check or other instrument), demand that Customer make payment by money order, cashier's check, or a similarly secure form of payment. Nextel also may require at any time in its sole discretion that the Equipment be purchased for cash only. In this case, title to the Equipment shall be transferred to Customer only after receipt by Nextel of a cashier's or certified check or other equally secure form of payment in the amount required by Nextel.

Dishonored Checks - Nextel may charge Customer up to the highest amount permitted by law for any check or other instrument tendered by Customer and returned unpaid by a financial institution for any reason.

10. SUSPENSION, LIMITATION OR TERMINATION OF SERVICE OR THIS AGREEMENT - General - Nextel may limit, suspend or terminate Customer's Service or this Agreement at any time and without providing notice to Customer if: (1) Customer fails to pay any charges (including, without limitation, any charges assessed on behalf of third parties) when due

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under this Agreement; (2) Customer behaves in an abusive, derogatory, or otherwise unreasonable manner to any Nextel employee, representative or agent; (3) Nextel has reason to believe that Customer's Service is being used in a fraudulent manner or for an illegal purpose (such as unusual activity levels or calling patterns); (4) Customer's Service is being used in a way that adversely affects other Customers' Service or Nextel's business operations; (5) Customer provides Credit Information that is false, inaccurate, dated or cannot be verified or Customer becomes insolvent or subject to any proceeding under the Bankruptcy Code or similar laws; (6) Nextel discovers that Customer is underage or does not otherwise possess the capacity or the authorization to enter into this Agreement; (7) Customer's use of the Service or Equipment exceeds limitations or violates any restrictions placed on Customer's account or otherwise breaches this Agreement; or (8) Nextel, in its sole discretion, believes action is required to protect its interests or the interests of Customer or its other customers. NEXTEL SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR EXERCISING OR FAILING TO EXERCISE ITS RIGHTS UNDER THIS SECTION TO LIMIT, SUSPEND OR TERMINATE SERVICE OR THE AGREEMENT. If Customer's Service is subject to fraudulent use, Customer shall immediately notify Nextel's Customer Care

department, provide Nextel with any documentation and information that it requests and otherwise cooperate with Nextel in the investigation of such incident. If Nextel terminates Service to Customer, and Service is not reconnected within thirty (30) calendar days, all amounts owed to Nextel (including any damages for early termination) shall become immediately due and payable.

Reactivation - Nextel may, but is not required to, reactivate Service to Customer after Service has been suspended or terminated in accordance with the previous subsection. Before Service may be reactivated, Customer must pay to Nextel all past due amounts plus a reconnection charge equal to \$25.00 per Number, plus applicable taxes. Nextel may modify the terms of Service before reactivating Service to Customer and may require Customer to provide Nextel with an initial Deposit or an additional Deposit.

11. RELEASE OF CUSTOMER INFORMATION - Privacy - Wireless systems use radio channels to transmit communications that may be accidentally or intentionally intercepted. Although federal and state laws may make it illegal for third parties to listen in on Customer's Service, privacy cannot be guaranteed. NEXTEL SHALL NOT BE LIABLE TO

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CUSTOMER OR TO ANY THIRD PARTY FOR EAVESDROPPING ON OR INTERCEPTION OF COMMUNICATIONS MADE WHILE USING THE SERVICE OR THE EQUIPMENT.

911 or Other Emergency Calls - The Service does not interact with 911 and other emergency services in the same manner as non-wireless or landline telephone services. Depending on Customer's location, the type of Equipment being used, the type of equipment being utilized by any applicable emergency services provider, and the circumstances and conditions of a particular call, Customer's phone number and/or location may not be identifiable to emergency services providers and Customer may not be connected to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Nextel is deploying wireless E911 compatible Equipment that meets applicable FCC requirements and that is designed to help public safety authorities locate users of the Service who make 911 calls. However, E911 service that is compatible with the FCC technical requirements is not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if Customer's Equipment is not GPS-enabled, emergency services personnel may have much less precise location information about the Customer, compared to the information available to them if Customer's Equipment was

GPS-enabled. The information available to emergency service providers may also be limited if Customer's number or numbers are in the process of being ported. Customer acknowledges that E911 service is not available in all areas, is not completely reliable and is further limited when using non-GPS enabled Equipment or during the number porting process. Customer consents to Nextel's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, Number, and the location of the user of the Service at the time of call.

Access, Use and Disclosure of Customer Information and Communications - Customer acknowledges and agrees that Nextel may access, use, and disclose to third parties, any information whether personally identifying information, or "customer proprietary network information" ("CPNI") within the meaning of 47 U.S.C. § 222 and its implementing regulations ("CPNI Regulations") that Nextel collects, possesses or develops about Customer to: (1) provide Customer with Equipment, Service, or customer support; (2) conduct marketing activities in accordance with applicable law (customer may opt out of any such marketing by contacting Nextel); (3) enable Customer to switch to a new service provider (either Nextel or another service provider) while

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retaining the same phone number; (4) list Customer's contact information (e.g., name, address, and Number) in a telephone or subscriber directory, or include such information in a directory assistance service; (5) provide handset-based or network-based geographic information services via Nextel-provided or third party software Applications; (6) comply with applicable law; or (7) respond to emergencies. Customer acknowledges that any information that identifies Customer (e.g., Customer's name and Number) and calls made by Customer may appear on the Equipment or bill of a person or party that receives Customer's call. Nextel may access, use, disclose, record or monitor any communications to or from Customer or any other person to protect Nextel's rights or property or those of other customers, as permitted by law.

Geographic Information Services - Consistent with the foregoing, Customer acknowledges and agrees that Nextel or a third party application service provider may access, use, and disclose to third parties the geographic location of Customer's Equipment to provide Customer with any geographic information service which Customer accesses through the Service or Equipment. If Customer utilizes any such service and there are additional users on Customer's account, Customer shall clearly, conspicuously, and regularly notify all individual users of the Service that location

information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed in connection with the Service. For any geographic information service that is governed by the CPNI regulations or a similar law, Nextel will provide Customer with a separate notice and opportunity to consent to the access, use, and disclosure of geographic information. CUSTOMER SHALL HOLD HARMLESS AND INDEMNIFY NEXTEL AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF A BREACH OF CUSTOMER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR CUSTOMER'S USE OF ANY GEOGRAPHIC INFORMATION SERVICE OR LOCATION INFORMATION.

12. EQUIPMENT - Customer shall provide Nextel with an initial payment in the amount required by Nextel, to be applied towards any amount owed to Nextel one (1) year from the effective date of the Agreement. Customer acknowledges that Nextel is not responsible for the Equipment or its installation. Nextel is not responsible for the operation, quality of transmission, or, unless separate maintenance arrangements have been made between Nextel and Customer, for maintenance of the Equipment. Customer further acknowledges that Equipment purchased from Nextel is not compatible with and

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will not support services provided by other wireless carriers, except for those services provided by an entity operating compatible iDEN equipment or in connection with roaming to certain countries outside of the United States. NEXTEL SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGE TO THE EQUIPMENT) RESULTING FROM INSTALLATION OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY. UPON CUSTOMER'S ACCEPTANCE OF DELIVERY OF THE EQUIPMENT, ALL RISK OF LOSS, DAMAGE, THEFT, OR DESTRUCTION TO THE EQUIPMENT SHALL BE BORNE BY THE CUSTOMER. NO LOSS, DAMAGE, THEFT, OR DESTRUCTION OF THE EQUIPMENT, IN WHOLE OR IN PART, SHALL IMPAIR CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF SERVICE CHARGES DUE UNDER THE AGREEMENT.

Insurance - Customer may purchase Direct Protect insurance ("Direct Protect") to protect Customer against loss, theft, incidental damage or accidents involving Customer's Equipment. However, Direct Protect is not available for certain Equipment. Customer acknowledges that Direct Protect insurance is provided by The Signal Telecommunications Insurance Services ("Signal") and not by Nextel. If Customer selects Direct

Protect coverage, Customer will be assessed a monthly charge, which Nextel will remit to Signal on Customer's behalf. Any requests for information or claims regarding Direct Protect shall be directed to Signal. Customer acknowledges that a summary of coverage is available at www.nextel.com, which information is also available by calling Signal at 1-888-352-9182.

Lost or Stolen Equipment - If Customer's Equipment is lost or stolen, Customer agrees to: (1) notify Nextel within two calendar days by calling Nextel's Customer Care department; (2) provide Nextel with any documentation and information that it requests; and (3) otherwise cooperate with Nextel in the investigation of such incident.

13. DISCLAIMER OF WARRANTIES - NEXTEL MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT CONCERNING CUSTOMER'S SERVICE OR THE EQUIPMENT. NEXTEL DOES NOT AUTHORIZE ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT(S). ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY

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ANY NEXTEL EMPLOYEES, AGENTS OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY NEXTEL OF ANY KIND. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR USE OF THE SERVICE AND THE QUALITY AND PERFORMANCE OF THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT SERVICE MAY NOT BE ERROR-FREE AND THAT INTERRUPTIONS WILL LIKELY OCCUR FROM TIME TO TIME. NEXTEL DOES NOT MANUFACTURE THE EQUIPMENT AND ANY STATEMENT REGARDING THE EQUIPMENT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

14. LIMITATION OF LIABILITY AND REMEDIES FOR BREACH - Nextel shall not be liable for: (1) any deficiency in the Service, including, but not limited to, mistakes, omissions, interruptions (including, among others, interruptions caused by Equipment or facilities failure or shortages), errors, failures to transmit, delays or defects, network problems, lack of coverage or network capacity, dropped calls, inability to access the Service or inability to place or receive calls or problems of unauthorized access; (2) the unavailability or any failure or delay in delivery of the Equipment or the cancellation of any orders of Equipment by the manufacturer; (3) any suspension or termination of

Service by Nextel or any other action taken by Nextel in its sole discretion intended to protect the Nextel wireless network, systems, and the rights or property of Nextel, its Customers, or others from "hacking," "spamming," "viruses" or other potential harms that Nextel believes may adversely impact its network or systems; (4) the availability or use of Nextel Online® Services, including but not limited to, the compatibility or use of Online Applications or Content, whether or not supported by Nextel, or any contact with third parties through the use of Nextel Online® Services; (5) any damage or personal injury allegedly caused by use of the Equipment or Service; (6) any other damage due directly or indirectly to causes beyond Nextel's control, including, but not limited to, any act or omission of any carrier or service provider other than Nextel; or (7) acts of God, acts of public enemies, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, terrorism, unusually severe weather conditions or default of Nextel's subcontractors.

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WITHOUT LIMITING THE FOREGOING, NEXTEL'S SOLE LIABILITY FOR SERVICE DISRUPTION, WHETHER CAUSED BY THE NEGLIGENCE OF NEXTEL OR OTHERWISE, IS LIMITED TO A CREDIT ALLOWANCE OF NOT MORE THAN THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DISRUPTION. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT SHALL NEXTEL BE LIABLE FOR ACTUAL DAMAGES OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY CUSTOMER OR ANY THIRD PARTIES. IF CUSTOMER IS PROVIDED WITH A CREDIT ALLOWANCE UNDER THIS SECTION, NEXTEL SHALL BE SUBROGATED TO ANY AND ALL RIGHTS THAT CUSTOMER MAY HAVE AGAINST ANY THIRD PARTY AS A RESULT OF CUSTOMER'S LOSS OR EXPENSE, INCLUDING BUT NOT LIMITED TO, ANY RIGHT CUSTOMER MAY HAVE UNDER THE TELEPHONE CONSUMER PROTECTION ACT. THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

UNDER CERTAIN CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT RECOGNIZE OR GIVE EFFECT, IN WHOLE OR IN PART, TO WARRANTY DISCLAIMERS AND/OR LIMITATIONS OF REMEDIES FOR BREACH; AND THEREFORE, TO THE EXTENT THAT THE DISCLAIMER SET FORTH IN SECTION 13 AND THE LIMITATION OF REMEDIES IN SECTION 14 ARE NOT PERMITTED BY APPLICABLE LAW, THEY WILL NOT APPLY TO CUSTOMER OR SHALL ONLY APPLY TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW.

15. INDEMNIFICATION - Customer shall indemnify, defend, and hold Nextel harmless from any violation by Customer of any applicable law or regulation. Customer will further indemnify Nextel for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (1) information or Content that Customer submits, posts, transmits or makes available through the Service; (2) Customer's use of the Service or Equipment; (3) Customer's connection to the Service or Equipment; (4) Customer's violation of this Agreement; or (5) Customer's violation of any rights of a third party.

16. DISPUTE RESOLUTION - THIS SECTION PROVIDES FOR THE RESOLUTION OF MOST DISPUTES OR CLAIMS THROUGH ARBITRATION INSTEAD OF COURT TRIALS

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AND CLASS ACTIONS. CUSTOMER SHOULD READ THIS SECTION CAREFULLY; ARBITRATION IS FINAL, BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION GOVERNING DISPUTES SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Mandatory Arbitration - CUSTOMER AND NEXTEL AGREE TO ARBITRATE ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICE (OR ANY PRIOR ORAL OR WRITTEN AGREEMENT FOR WIRELESS SERVICE WITH NEXTEL) EXCEPT THAT CUSTOMER OR NEXTEL MAY BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. CUSTOMER AND NEXTEL ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION. TO INITIATE ARBITRATION, CUSTOMER OR NEXTEL MUST FIRST SEND A WRITTEN NOTICE, VIA CERTIFIED MAIL, TO THE OTHER PARTY INDICATING ITS INTENT TO ARBITRATE, WHICH NOTICE SHALL INCLUDE: (1) A DESCRIPTION OF THE FACTS; (2) A DESCRIPTION OF THE NATURE OF THE

CLAIM; AND (3) THE RELIEF SOUGHT ("NOTICE TO ARBITRATE"). SEND NOTICE TO ARBITRATE TO: NEXTEL GENERAL COUNSEL, ARBITRATION OFFICE, 2001 EDMUND HALLEY DRIVE, RESTON, VIRGINIA 20191. BOTH PARTIES AGREE TO MAKE REASONABLE ATTEMPTS TO RESOLVE ANY SUCH DISPUTE; HOWEVER, IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN FORTY-FIVE (45) DAYS OF RECEIPT OF NOTICE TO ARBITRATE, THEN AN ARBITRATION CLAIM MAY COMMENCE. ANY ARBITRATION INITIATED UNDER THIS AGREEMENT SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS WIRELESS INDUSTRY ARBITRATION RULES (AND THE AAA SUPPLEMENTAL PROCEDURES FOR CONSUMER RELATED DISPUTES AS THEY MAY BE APPLICABLE), AS MODIFIED BY THIS AGREEMENT. INFORMATION CONCERNING THE AAA, ITS WIRELESS INDUSTRY ARBITRATION RULES AND OTHER INFORMATION CONCERNING ARBITRATION PROCEDURES AND FEES CAN BE FOUND BY CALLING THE AAA AT 1-800-778-7879 OR VISITING ITS WEBSITE AT <http://www.adr.org>.

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ANY ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR. CUSTOMER AND NEXTEL SHALL COOPERATE IN GOOD FAITH TO SELECT THE ARBITRATOR WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING. IF CUSTOMER AND NEXTEL CANNOT AGREE UPON A NEUTRAL ARBITRATOR WITHIN THE THIRTY DAY PERIOD, THEN EITHER PARTY MAY REQUEST THAT THE AAA APPOINT, IN ITS SOLE DISCRETION, A NEUTRAL ARBITRATOR. CUSTOMER AND NEXTEL FURTHER AGREE THAT NO ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD ANY RELIEF OR REMEDY IN EXCESS OF OR CONTRARY TO WHAT IS PROVIDED IN THIS AGREEMENT, EXCEPT WHERE SUCH PROVISION IS NOT PERMITTED UNDER APPLICABLE LAW. THE ARBITRATOR'S DECISION AND AWARD SHALL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE LAW THAT IS APPLIED TO THIS AGREEMENT ALSO SHALL BE APPLIED IN ANY ARBITRATION PROCEEDING. UNLESS THE CUSTOMER AND NEXTEL OTHERWISE AGREE, ANY ARBITRATION SHALL BE CONDUCTED IN THE COUNTY SEAT OF THE COUNTY IN WHICH CUSTOMER'S BILLING

ADDRESS IS LOCATED. ALL ADMINISTRATIVE COSTS AND FEES OF ARBITRATION SHALL BE BORNE EQUALLY BY CUSTOMER AND NEXTEL, EXCEPT IF THE CLAIM IS LESS THAN \$1000, CUSTOMER WILL BE OBLIGATED TO PAY ONLY \$25. FOR CLAIMS OVER \$1,000 BUT UNDER \$75,000, CUSTOMER WILL BE REQUIRED TO PAY ITS SHARE OF ARBITRATION FEES, BUT NO MORE THAN THE EQUIVALENT COURT FILING FEE FOR A COURT ACTION FILED IN THE JURISDICTION WHERE CUSTOMER'S BILLING ADDRESS IS LOCATED. CUSTOMER AND NEXTEL SHALL EACH BEAR THE EXPENSES OF THEIR OWN COUNSEL, EXPERTS, WITNESSES AND THE PREPARATION AND PRESENTATION OF EVIDENCE IN CONNECTION WITH ANY ARBITRATION.

Waiver of Jury Trial and Class Actions - BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND NEXTEL ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. CUSTOMER AND NEXTEL BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL AND NOT ON A



CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THAT IF ARBITRATION IS NOT CONDUCTED ON AN INDIVIDUAL BASIS, THIS SECTION 16 SHALL BE DEEMED NULL AND VOID. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, CUSTOMER AND NEXTEL BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

17. MISCELLANEOUS - Assignment - Customer may not assign all or any part of this Agreement (including any of its rights and duties under the Agreement) or sell or lease the Service to others without Nextel's prior written consent. Nextel may assign all or any part of this Agreement to any successor or any other entity capable of performing Nextel's obligations under this

Agreement without obtaining Customer's consent or providing notice to Customer. Nextel shall be released from all liability upon assignment of this Agreement. Customer shall continue to be bound by the terms of this Agreement following assignment.

Nextel Associates - Nextel's subsidiaries, affiliates and certain third party service providers (the "Nextel Associates") may provide wireless communication services in support of Nextel from time to time. All rights and protections afforded to Nextel by this Agreement are also afforded to the Nextel Associates.

Notice - Notice to Customer shall be considered delivered if sent by U.S. Mail addressed to the most current address on file for Customer (effective three (3) days following deposit in U.S. Mail) or by electronic means such as email or text messaging (effective immediately upon transmission). Written notice to Nextel must be sufficient to identify Customer and the Service and shall be considered delivered when directed to Nextel Customer Care department and received by Nextel. Oral and electronic notice to Nextel shall be considered delivered on the date reflected in Nextel's records. To ensure receipt of notice, Customer shall notify Nextel of any changes in Customer's email or mailing address.

Limitation on Third Party Beneficiaries - This Agreement is not for the benefit of any third party other than the Nextel Associates.

Governing Law - The laws of the state associated with the area code assigned to Customer's Number will govern this Agreement, without regard to the conflicts of laws rules of that state. This Agreement is also subject to applicable federal laws and federal or state regulations or tariffs

Entire Agreement - This Agreement and the policies to which it refers (e.g., Return Policy, Plan Information, and Payment Forms, to the extent such documentation may be applicable), form the entire Agreement between Customer and Nextel. There are no oral or written agreements between Customer and Nextel other than as set forth in this Agreement. If Customer is a business, Nextel shall not be bound by the terms and conditions included in Customer's purchase orders or elsewhere, unless expressly agreed to in writing by a duly authorized officer of Nextel. If any provision of this Agreement is found to be illegal or otherwise invalid, the remainder of this Agreement will remain enforceable. If, at any time, Nextel fails to enforce any right or remedy under this Agreement (including, but not limited to, a waiver of Nextel's right to written notice under the Agreement), Nextel shall retain the right to enforce such right or remedy at a later time.



Safety and General Information

IMPORTANT INFORMATION ON SAFE AND EFFICIENT OPERATION.

READ THIS INFORMATION BEFORE USING YOUR INTEGRATED MULTI-SERVICE PORTABLE RADIO.

RF Operational Characteristics

Your radio product contains a radio frequency transmitter to convey the information you wish to send as well as occasional automatic signals used to sustain connection to the wireless network, and a receiver which enables you to receive communication and connection information from the network.

Portable Radio Product Operation and EME Exposure

Your Motorola radio product is designed to comply with the following national and international standards and guidelines regarding exposure of human beings to radio frequency electromagnetic energy (EME):

- United States Federal Communications Commission, Code of Federal Regulations; 47 CFR part 2 sub-part J.
- American National Standards Institute (ANSI) / Institute of Electrical and Electronics Engineers (IEEE). C95. 1-1992.
- Institute of Electrical and Electronics Engineers (IEEE). C95. 1-1999 Edition.
- International Commission on Non-Ionizing Radiation Protection (ICNIRP) 1998.
- Ministry of Health (Canada). Safety Code 6. Limits of Human Exposure to Radiofrequency Electromagnetic Fields in the Frequency Range from 3 kHz to 300 GHz, 1999.
- Australian Communications Authority Radiocommunications (Electromagnetic Radiation - Human Exposure) Standard 2003.
- ANATEL, Brasil Regulatory Authority, Resolution 256 (April 11, 2001) "additional requirements for SMR, cellular and PCS product certification."

To assure optimal radio product performance and make sure human exposure to radio frequency electromagnetic energy is within the guidelines set forth in the above standards, always adhere to the following procedures:

Phone Operation

When placing or receiving a phone call, hold your radio product as you would a wireline telephone. **Speak directly into the microphone.**

Two-way radio operation

When using your radio product as a traditional two-way radio, **hold the radio product in a vertical position with the microphone one to two inches (2.5 to 5 cm) away from the lips.**



Body-worn operation

To maintain compliance with FCC RF exposure guidelines, if you wear a radio product on your body when transmitting, always place the radio product in a **Motorola approved clip, holder, holster, case or body harness for this product.** Use of non-Motorola-approved accessories may exceed FCC RF exposure guidelines. **If you do not use a Motorola approved body-worn accessory and are not using the radio product in the intended use positions along side the head in the phone mode or in front of the face in the two-way radio mode, then ensure the antenna and the radio product are kept the following minimum distances from the body when transmitting**

- **Phone or Two-way radio mode: one inch (2.5 cm)**
- **Data operation using any data feature with or without an accessory cable: one inch (2.5 cm)**

Antenna Care

Use only the supplied or an approved replacement antenna. Unauthorized antennas, modifications, or attachments could damage the radio product and may violate FCC regulations.

DO NOT hold the antenna when the radio product is "IN USE". Holding the antenna affects call quality and may cause the radio product to operate at a higher power level than needed.

Approved Accessories

For a list of approved Motorola accessories call 1-800-453-0920, or visit our website at www.motorola.com/iden.



Safety and General Information

ALL MODELS WITH FCC ID AZ489FT5828 MEET THE GOVERNMENT'S REQUIREMENTS FOR EXPOSURE TO RADIO WAVES.

Your wireless phone is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radiofrequency (RF) energy set by the Federal Communications Commission of the U.S. Government. These limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. The guidelines are based on standards that were developed by independent scientific organizations through periodic and thorough evaluation of scientific studies. The standards include a substantial safety margin designed to assure the safety of all persons, regardless of age and health.

The exposure standard for wireless mobile phones employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit set by the FCC is 1.6W/kg.¹ Tests for SAR are conducted using standard operating positions reviewed by the FCC with the phone transmitting at its highest certified power level in all tested frequency bands. Although the SAR is determined at the highest certified power level, the actual SAR level of the phone while operating can be well below the maximum value. This is because the phone is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output.

Before a phone model is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the limit established by the government-adopted requirement for safe exposure. The tests are performed in positions and locations (e.g., at the ear and worn on the

body) as required by the FCC for each model. The highest SAR value for this model phone when tested for use at the ear is 1.41 W/kg and when tested on the body, as described in this user guide, is 1.45 W/kg during packet data transmission. (Body-worn measurements differ among phone models, depending upon available accessories and FCC requirements.)²

While there may be differences between the SAR levels of various phones and at various positions, they all meet the government requirement for safe exposure.

The FCC has granted an Equipment Authorization for this model phone with all reported SAR levels evaluated as in compliance with the FCC RF exposure guidelines. SAR information on this model phone is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/fccid> after searching on FCC ID AZ489FT5828.

Additional information on Specific Absorption Rates (SAR) can be found on the Cellular Telecommunications Industry Association (CTIA) web-site at <http://www.wow-com.com>.

- ¹ In the United States and Canada, the SAR limit for mobile phones used by the public is 1.6 watts/kg (W/kg) averaged over one gram of tissue. The standard incorporates a substantial margin of safety to give additional protection for the public and to account for any variations in measurements.
- ² The SAR information reported to the FCC includes the FCC-accepted Motorola testing protocol, assessment procedure, and measurement uncertainty range for this product.

Electro Magnetic Interference/Compatibility

Note: Nearly every electronic device is susceptible to electromagnetic interference (EMI) if inadequately shielded, designed or otherwise configured for electromagnetic compatibility.

Facilities

To avoid electromagnetic interference and/or compatibility conflicts, turn off your radio product in any facility where posted notices instruct you to do so. Hospitals or health care facilities may be using equipment that is sensitive to external RF energy.

Aircraft

When instructed to do so, turn off your radio product when on board an aircraft. Any use of a radio product must be in accordance with applicable regulations per airline crew instructions.

Medical Devices

Pacemakers

The Advanced Medical Technology Association (AdvaMed) recommends that a minimum separation of 6 inches (15 cm) be maintained between a handheld wireless radio product and a pacemaker. These recommendations are consistent with those of the U.S. Food and Drug Administration.

Persons with pacemakers should:

- ALWAYS keep the radio product more than 6 inches (15 cm) from their pacemaker when the radio product is turned ON.
- Not carry the radio product in a breast pocket.
- Use the ear opposite the pacemaker to minimize the potential for interference.
- Turn the radio product OFF immediately if you have any reason to suspect that interference is taking place.

Hearing Aids

Some digital wireless radio products may interfere with some hearing aids. In the event of such interference, you may want to consult your hearing aid manufacturer to discuss alternatives.

Safety and General Information

Other Medical Devices

If you use any other personal medical device, consult the manufacturer of your device to determine if it is adequately shielded from RF energy. Your physician may be able to assist you in obtaining this information.

Use While Driving

Check the laws and regulations on the use of radio products in the area where you drive. Always obey them.

When using the radio product while driving, please:

- Give full attention to driving and to the road.
- Use hands-free operation, if available.
- Pull off the road and park before making or answering a call if driving conditions so require.

Operational Warnings

For Vehicles with an Air Bag



Do not place a portable radio product in the area over the air bag or in the air bag deployment area. Air bags inflate with great force. If a portable radio is placed in the air bag deployment area and the air bag inflates, the radio product may be propelled with great force and cause serious injury to occupants of the vehicle.

Potentially Explosive Atmospheres

Turn off your radio product prior to entering any area with a potentially explosive atmosphere, unless it is a radio product type especially qualified for use in such areas as “Intrinsically Safe” (for example, Factory Mutual, CSA, or UL approved). Do not remove, install, or charge batteries in such areas. Sparks in a potentially explosive atmosphere can cause an explosion or fire resulting in bodily injury or even death.

Note: The areas with potentially explosive atmospheres referred to above include fueling areas such as below decks on boats, fuel or chemical transfer or storage facilities, areas where the air contains chemicals or particles, such

as grain, dust or metal powders, and any other area where you would normally be advised to turn off your vehicle engine. Areas with potentially explosive atmospheres are often but not always posted.

Blasting Caps and Areas

To avoid possible interference with blasting operations, turn off your radio product when you are near electrical blasting caps, in a blasting area, or in areas posted: "Turn off two-way radio". Obey all signs and instructions.

Operational Cautions

Batteries

All batteries can cause property damage and/or bodily injury, such as burns if a conductive material such as jewelry, keys, or beaded chains touches exposed terminals. The conductive material may complete an electrical circuit (short circuit) and become quite hot. Exercise care in handling any charged battery, particularly when placing it inside a pocket, purse, or other container with metal objects. To reduce the risk of injury, batteries should not be exposed to fire, disassembled, or crushed.



Cleaning and Drying Considerations

Using a leather carry case may help protect the surfaces and help prevent liquids (e.g., rain) from entering into the interior of the radio product. This product is not water proof, and exposing the unit to liquids may result in permanent damage to the unit.

If your radio product interior gets wet, then do not try to accelerate drying with the use of an oven or a dryer as this will damage the radio product and void the warranty. Instead, do the following:

- 1 Immediately power off the radio product.
- 2 Remove Battery and SIM card (if so equipped) from radio product.
- 3 Shake excess liquid from radio product.
- 4 Place the radio product and battery in an area that is at room temperature and has good air flow.
- 5 Let the radio product, battery, and SIM card dry for 72 hours before reconnecting the battery and/or powering on the radio product.

If the radio product does not work after following the steps listed above, contact your dealer for servicing information.



Safety and General Information

Clean the external surfaces of the radio product with a damp cloth, using a mild solution of dishwashing detergent and water. Some household cleaners may contain chemicals that could seriously damage the radio product. Avoid the use of any petroleum-based solvent cleaners. Also, avoid applying liquids directly on the radio product.

Accessory Safety Information

Important: Save these accessory safety instructions.

- Before using any battery or battery charger, read all the instructions for and cautionary markings on (1) the battery, (2) the battery charger, which may include a separate wall-mounted power supply or transformer, and (3) the radio product using the battery.
- Do not expose any battery charger to water, rain, or snow as they are designed for indoor or in-vehicle use only.

- To reduce the risk of damage to the cord or plug, pull by the plug rather than the cord when you disconnect the battery charger from the power source outlet.
- Do not operate any battery charger with a damaged cord or plug — replace them immediately.
- Battery chargers may become warm during operation, but not hot. If it becomes hot to the touch, unplug it from the power outlet immediately and discontinue its use.
- Use of a non-recommended attachment to a battery charger may result in a risk of fire, electric shock, or injury to persons.
- Make sure the battery charger power cord is located so that it will not be stepped on, tripped over, or subjected to damage or stress.
- An extension cord should not be used with any battery charger unless absolutely necessary. Use of an improper extension cord could result in a risk of fire and electric shock. If an extension cord must be used, make sure that:
 - The pins on the plug of the extension cord are the same number, size, and shape as those on the plug of the charger.
 - The extension cord is properly wired and in good electrical condition.



Warning: To reduce the risk of injury, charge only the rechargeable batteries described in “Battery” on page 4. Other types of batteries may burst, causing personal injury and damage.

- The cord size is 18AWG for lengths up to 100 feet and 16AWG for lengths up to 150 feet.
- Do not operate any battery charger if it has received a sharp blow, has been dropped, or has been damaged in any way; take it to a qualified service technician.
- Do not disassemble a battery charger; take it to a qualified service technician when service or repair is required. Incorrect reassembly may result in a risk of electric shock or fire.
- Maximum ambient temperature around the power supply or transformer of any battery charger should not exceed 40°C (104°F).
- The output power from the power supply or transformer must not exceed the rating given on the Desktop Dual-Pocket Charger.
- The disconnection from the line voltage is made by unplugging the power supply from the AC receptacle.
- To reduce risk of electric shock, unplug any battery charger from the outlet before attempting any maintenance or cleaning.

For optimum charging performance, turn off the radio product while charging it in any battery charger.



MOTOROLA LIMITED WARRANTY

Note: FOR IDEN SUBSCRIBER PRODUCTS, ACCESSORIES AND SOFTWARE PURCHASED IN THE UNITED STATES OR CANADA

What Does this Warranty Cover?

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

PRODUCTS COVERED

Products as defined above.

Accessories as defined above.

Products or Accessories that are Repaired or Replaced.

Software as defined above. Applies only to physical defects in the media that embodies the copy of the software (e.g. CD-ROM, or floppy disk).

LENGTH OF COVERAGE

One (1) year from the date of purchase by the first consumer purchaser of the product.

One (1) year from the date of purchase by the first consumer purchaser of the product.

The balance of the original warranty or for ninety (90) days from the date returned to the consumer, whichever is longer.

Ninety (90) days from the date of purchase.

What is not covered? (Exclusions)

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

Ornamental Decorations. Ornamental decorations such as emblems, graphics, rhinestones, jewels, gemstones and their settings, and other decorative elements, are excluded from coverage.

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

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

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MOTOROLA LIMITED WARRANTY



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How to Obtain Warranty Service or Other Information? To obtain service or information, please call:

Motorola iDEN Customer Services
1-800-453-0920 or 954-723-4910

TTY-877-483-2840

Or visit us online at
<http://www.motorola.com/iden/support>

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