Sprint Wireline

Terms and Conditions of Service for Small Business Customers

Effective August 2014

In the event you believe your long-distance service has been switched to Sprint in error, please contact our Customer Service Department at 1-800-877-4646.

1. AGREEMENT

1.1. General Application. These Terms and Conditions of Service, together with the current versions of the following documents: the Standard Terms and Conditions for Communication Services as posted at http://www.sprint.com/business/resources/ratesandterms/Standard_Terms_and_Conditions_for_Communications_Services.pdf; the applicable Product-specific Terms posted to http://www.sprint.com/business/support/ratesTandCproducts.html; and the applicable Sprint Schedule(s) posted at http://www.sprint.com/business/support/ratesTandCschedules.html, which include the rates and provisions applicable to your calling plan (“Rates” or “Rate Schedules”) are all incorporated into this agreement by reference (collectively, the “Agreement”) with Sprint Communications Company L.P. (“Sprint”) for any long distance services (excluding wireless services) that you purchase from Sprint (“Services”). The Rate Schedules are incorporated into this Agreement by reference and are a part of this Agreement. You may also obtain information on Rate Schedules, and Terms and Conditions by visiting sprint.com/ratesandconditions. It is important that you carefully read all the terms of the Agreement including provisions relating to PAYMENT TERMS, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY, EARLY TERMINATION LIABILITY, INDEMNIFICATION AND CLASS ACTION WAIVER PROVISION set forth in this Agreement. You must have the legal capacity to accept the Agreement. You accept the Agreement when you enroll in, use or pay for the Services covered by the Agreement.

If you do not want to accept the terms of the Agreement, do not do any of these things. If you have an existing, signed service agreement with Sprint, the terms, conditions and pricing in the signed agreement will apply and supersede this Agreement.

1.2. Changes to the Agreement. Sprint reserves the right to change the terms of the Agreement at any time. You will be provided notice of material changes to Rates and the Terms and Conditions consistent with Section 7.1, which includes posting on the Sprint website. It is your responsibility to ensure that you have the most up-to-date Rate Schedules and Terms and Conditions. Your continued use of the services for more than 30 days after any change constitutes your acceptance of the revised Agreement.

1.3. Scope. This Agreement applies to domestic and international long-distance calls, but does not apply to Sprint wireless services. State regulations and requirements, including tariffs filed with the State Public Service Commissions, apply to your intrastate telecommunications services. This Agreement also applies to all calls made on the Sprint network by Casual Callers (these Rates may be considerably higher than Sprint’s basic Rates or calling plan Rates), and by callers using a calling card issued by a Local Telephone Company (the company providing you with traditional local phone service).

2. SERVICES

2.1. Acceptance. In its sole discretion, Sprint may accept or reject your order for Services for any lawful reason. Before activation of any Service, Sprint may check your credit, verify your identity, charge a deposit, prepayment or other fee to establish or maintain Services, or require that you execute any authorizations and verifications it deems necessary. You must have and maintain satisfactory credit to receive and continue to receive Services. Due to a variety of reasons, Services may not be activated immediately.

2.2. Subscribing Through Local Telephone Company. If you select Sprint Services through your Local Telephone Company, you will automatically be put on the Sprint Business Sense calling plan. To select another calling plan, you must contact Sprint.

2.3. Sprint Services. If Sprint has sent you this Agreement, Sprint is your carrier for long-distance service (including calls within your state, from your state to another state and international calling), and local toll, as set forth in the other provided documents. You may switch Services back to your previous carrier or select a new carrier by calling your previous carrier or the carrier you wish to switch to.
3. USE OF SERVICES
You agree: (A) to ensure compliance with this Agreement by anyone whom you authorize to use the Services, including any specific terms associated with the use of your Services; (B) to comply with any limitations or restrictions imposed by the foreign carriers or agencies when placing international calls; (C) to pay all charges for Services provided under this Agreement including, but not limited to, unauthorized charges incurred on calls placed from your premises or using a calling card or authorization code that Sprint has issued to you; (D) to ensure that your actions and equipment do not directly or indirectly interfere with Sprint’s ability to provide Services to others; (E) to comply with all applicable laws and regulations when using our Services and that you will not use our Services in an unlawful, fraudulent or abusive manner, or allow others to do so; (F) to not sell, resell, lease or otherwise distribute our Services to anyone without Sprint’s prior written consent; and (G) to comply with the Acceptable Use Policy and Visitors Agreement, which are available at sprint.com/legal/agreement.html (as amended); (H) that, in its sole discretion and without liability to you, Sprint may place restrictions on use of your Services, and immediately (even during a call) disrupt, suspend or terminate your Services without notice for violations, suspected violations, or to prevent violations of these terms.

4. TERMINATION OF SERVICES
4.1. By You. For any reason, you may cancel Services at any time by telling your Local Exchange Carrier that you wish to change your long-distance service to another carrier.

4.2. By Sprint. Sprint may discontinue your Services with or without notice, depending on the circumstances, for any reason including, but not limited to, nonpayment of any amount owed to Sprint or billed by Sprint on behalf of others, including disputed amounts that Sprint determines were validly invoiced.

4.3. Termination and Payment. Unless Sprint tells you otherwise, it may take up to 30 days to disconnect your Domestic Services and up to 60 days to disconnect International Services; you must pay all charges incurred until disconnection. You will be charged the full MRC for your Services for the month in which your Services terminate. Promotional credits may not be provided on your final invoice.

5. Dispute Notice and Dispute Resolution Period.
Before initiating a small claims matter, you and Sprint each agree to first provide to the other a written notice (“Notice of Dispute”), which shall contain:

(a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: Vice President Sales and Distribution; Mailstop KSOPHT0101-Z2525; 6391 Sprint Parkway, Overland Park, KS66251-2525. Sprint will provide a Notice of Dispute to you at your address of record for billing. Sprint will assign a representative to work with you and try to resolve your Dispute to your satisfaction.

You and Sprint agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Sprint may commence an arbitration proceeding or small claims action.

6. YOUR PRIVACY
You agree to the terms of our Privacy Policy, available at our website (sprint.com/legal/privacy.html), when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). As we provide telecommunication Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.

7. MISCELLANEOUS
7.1. Notices. Sprint may provide you notice as required under this Agreement in at least one of the following ways: postcard or letter mailed to the most recent address on your account, bill message, bill insert, email to an address provided by you, recorded announcement, posting on sprint.com/ratesandconditions at least 15 days prior to the effective date of the change, call to your billed telephone number and speaking to you or leaving a message, or newspaper advertisement.
7.2. Conflicts. If a conflict exists among provisions within the Agreement, these Terms and Conditions will control over conflicting provisions. Otherwise, specific terms will control over general provisions.

8. ADDITIONAL LOCAL INFORMATION

8.1. Local Notices.

Sprint, in compliance with specific state regulations, has included additional information for your review. The information provided is based on the individual state’s telecommunications policy. Sprint rates and calling plans are subject to change. For more information, please refer to sprint.com/ratesandconditions or contact a Sprint representative at 1-800-877-4020.

Arizona Customers:

Notice Concerning Unauthorized Changes:
A telecommunications company that switches your telecommunications service without your permission is required to pay all charges associated with returning you to your original telecommunications company as promptly as reasonable business practices will permit, but no later than 30 business days from the date of your request. Any unauthorized carrier that switches your telecommunications service without your permission shall absolve all unpaid charges incurred during the first 90 days of service. If you incurred charges for service provided by an unauthorized carrier during the first 90 days of service, the unauthorized carrier shall forward the relevant billing information to your original telecommunications company. Your original telecommunications company may not bill you for unauthorized service charges incurred during the first 90 days of the unauthorized carrier’s service but may thereafter bill at the original telecommunications company’s rates.
If you have paid charges to the unauthorized carrier, the unauthorized carrier must pay 100% of the charges to your original telecommunications company and the original telecommunications company shall apply the 100% as credit to your authorized charges.
In the event you believe you have been slammed, you should contact your local telephone company or the original telecommunications company to request the service be changed back.
You may also report the unauthorized change to the Arizona Corporation Commission, Consumer Services, 1200 West Washington, Phoenix, Arizona 85007, toll-free number 800-222-7000, web site: cc.state.az.us/
You can also contact your local telephone company to request a freeze be placed on your long distance telecommunications service to prevent unauthorized changes to your long distance service.

Notice Concerning Unauthorized Charges:
Telecommunications companies are prohibited from adding products and services to your account without your authorization. If you believe you have been billed for products or services you did not order, please contact Sprint Nextel Corporation, 6550 Sprint Parkway, Overland Park, KS 66251, Mailstop KSOPHR0312, toll-free number 1-800-877-4646.
In the event you have been billed for products or services you did not authorize, telecommunication companies must return your service to its original configuration without any charge to you. You will receive a credit or refund in the event the charges are determined to be unauthorized. If any unauthorized charge is not credited or refunded within two billing cycles, you will receive interest on the amount of any unauthorized charges at an annual rate established by the Arizona Corporation Commission until the unauthorized charge is credited or refunded.
You can report incidents of unauthorized charges to the Arizona Corporation Commission, 1200 West Washington, Phoenix, Arizona 85007, toll-free number 800-222-7000, web site: cc.state.az.us/

Aviso Relacionado Con Cambios No-Autorizados:
Una compañía de telecomunicaciones que haya cambiado su servicio sin su autorización previa esta requerida a pagar todos los cargos asociados con cambiar el servicio de vuelta a su compañía de telecomunicaciones original tan pronto como sea razonablemente posible de acuerdo a sus procedimientos de negocios, pero a no más tardar de treinta (30) días laborables a partir de la fecha en que usted solicitó el cambio.
Un proveedor de servicios no autorizado que le cambie el servicio sin su autorización previa lo absolverá de todos los cargos pendientes durante los primeros noventa (90) días de haberse cambiado el servicio.
Si usted incurrió cargos por servicios proveídos por una compañía de telecomunicaciones no autorizada durante los primeros noventa (90) días de haberse cambiado el servicio, esta compañía le proveerá toda información relacionada con estos cargos a su compañía de telecomunicaciones original. Su compañía de telecomunicaciones original no puede facturarle por cargos asociados con servicios no autorizados durante los primeros noventa (90) días de servicio no autorizado. Luego de los primeros noventa días la compañía de telecomunicaciones original le podrá facturar de acuerdo con sus tarifas de servicio originales.
Si usted ha pagado algún cargo por servicios al proveedor no autorizado, este tiene que pagar el cien por ciento (100%) de estos cargos a su compañía de telecomunicaciones original y esta a su vez tiene que acreditarle el cien por ciento de ese pago a su cuenta para saldar todos los cargos autorizados pendientes.
En caso de que usted sospeche que su servicio ha sido cambiado sin su autorización usted debe comunicarse con
su compañía de telecomunicaciones original y solicitar que su servicio sea cambiado de vuelta. Usted también puede reportar el cambio no autorizado a la Comisión Corporativa de Arizona, Servicios al Consumidor, 1200 West Washington, Phoenix, Arizona 85007, número de discado gratuito 800-222-7000, Internet: cc.state.az.us/

Aviso Relacionado Con Cargos Por Servicios No-Autorizados:
Las compañías de telecomunicaciones tienen prohibido el añadir productos y servicios a su cuenta sin su autorización previa. Si usted sospecha que le han facturado por productos y servicios que usted no autorizo, por favor comuníquese con Sprint Nextel Corporation, 6550 Sprint Parkway, Overland Park, KS 66251, Mailstop KSOPHR0312, número de discado gratuito 1-800-877-4646.

Florida Residents: If you believe you were switched to Sprint in error, please call 1-800-275-4792.

Indiana Residents: Indiana residents have a right to file a complaint to the Consumer Affairs Division at Indiana Government Center South, 302 West Washington Street, E-306, Indianapolis, IN 46204 or by calling 1-800-851-4268.

Maine Residents: The Maine Public Utilities Commission requires long-distance companies to provide notice of any price increase to customers. Should your bill reflect a price increase and you did not receive prior notification from Sprint, you have the right not to pay the increase or to receive reimbursement for payments that were attributable to the increase in price. If you believe you were not advised of a price increase, please contact Sprint Customer Service at 1-800-877-4020.

Minnesota Customers: The following information will provide you with a quick summary of the base rates for your Sprint Business product. Please review these carefully to ensure you are on the correct plan.

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Monthly Commitment (Non-Term)</th>
<th>Non-Term or Month-to-Month Rate</th>
<th>Annual Commitment (Term)</th>
<th>Term or Month-to-Month Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprint Business Simple Rate</td>
<td>$30</td>
<td>$0.0600</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Sprint Business Simple Rate</td>
<td>$50</td>
<td>$0.0550</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Block of Time (BOT)</td>
<td>$60; $120; $210; $300; $450</td>
<td>$0.0600</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Sprint Business Essentials</td>
<td>$9.95 on base plan only*</td>
<td>$0.0810</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* $5.95 one time set-up fee on all plan levels also applies

Intrastate/InterLATA $0.0900    IntraLATA $0.0900

Rates and calling plans are subject to change. For additional information, please refer to sprint.com/ratesandconditions or contact a Sprint Representative at 1-800-877-4020.

Nevada Residents: All questions or comments may be directed to Public Utilities Commission of Nevada - 101 Convention Center Drive, Suite 250, Las Vegas, Nevada 89109, 702-486-2600.

Ohio Residents: All questions or comments may be directed to Public Utilities Commission of Ohio - puc.state.oh.us/, 180 E. Broad Street, Columbus, Ohio 43215-3793, 614-466-3292 or 614-466-8180 (TTY -TTD), toll-free in Ohio 1-800-686-7826 or 1-800-686-1570 (TTY -TTD).
Texas Customers: 
Selecting a Telecommunications Carrier

The Public Utility Commission of Texas has directed each telecommunications utility to provide this notice to customers regarding your rights when selecting a telecommunications utility. Telecommunications utilities (telephone companies) are prohibited by law from switching you from one telephone service provider to another without your authorization, a practice commonly known as “slamming.”

If you are slammed, you should contact your new provider – the telephone company that switched you without authorization – and request that it return you to your original telephone service provider. Texas law requires a local or long distance telephone service provider (telephone company) that has slammed you to do the following:

1. Return you to your original telephone company within three business days of your request.
2. Pay all the usual and customary charges associated with returning you to your original telephone company within five business days of your request to be returned to your original telephone company.
3. Provide all billing records to your original telephone company within 10 business days of your request to be returned to your original telephone company.
4. Pay the original telephone company the amount you would have paid to your original telephone company if you had not been slammed.
5. Refund to you, within 30 business days, any amount you paid over the amount that you would have paid for identical services by your original telephone company if you had not been slammed.

Please note that once your original telephone company has been paid by the slamming company, your original telephone company is required by law to provide you with all the benefits (e.g., frequent flyer miles) you would have normally received for your telephone use during the period in which you were slammed.

Charges on Your Telephone Bill

Placing charges on your phone bill for products or services without your authorization is known as “cramming” and is prohibited by law. Your telephone company may be providing billing services for other companies, so other companies’ charges may appear on your telephone bill.

If you believe you were “crammed,” you should contact the telephone company that bills you for your telephone service and request that it take corrective action. The Public Utility Commission of Texas requires the billing telephone company to do the following within 45 days of when it learns of the unauthorized charge:

- Notify the service provider to cease charging you for the unauthorized product or service;
- remove any unauthorized charge from your bill;
- refund or credit all money to you that you have paid for an unauthorized charge; and
- on your request, provide you with all billing records related to any unauthorized charge within 15 business days after the charge is removed from your telephone bill.

If the company fails to resolve your request, or if you would like to file a complaint, please write or call the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll-free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (800)-735-2988.

You may have additional rights under state and federal law. Please contact the Federal Communications Commission, the Attorney General of Texas, or the Public Utility Commission of Texas if you would like further information about possible additional rights. Your phone service cannot be disconnected for disputing or refusing to pay unauthorized charges.

Texas Customers: 
Selecting a Telecommunications Carrier

La Comisión de Servicios Públicos de Texas ha requerido a todas las compañías de telecomunicaciones que proporcionen este aviso a los clientes en relación a los derechos que poseen al seleccionar una compañía de telecomunicaciones. Las compañías de telecomunicaciones (compañías de teléfonos) tienen prohibido por ley cambiar el servicio telefónico que usted tiene a otra compañía sin su autorización previa práctica que se conoce comúnmente en inglés como “slamming”.

Si su servicio es cambiado sin su permiso, deberá comunicarse con la compañía de teléfonos que lo cambió sin su autorización y solicitar que lo cambien nuevamente a la compañía de teléfonos original. Las leyes de Texas exigen que toda compañía de teléfonos local o de larga distancia que hubiera cambiado su servicio sin su conocimiento haga lo siguiente:

1. Cambiar su servicio nuevamente a la compañía de teléfonos original en un plazo de tres días hábiles a partir de su solicitud.
2. Pagar todos los cargos que se aplican normalmente por cambiarlo nuevamente a su compañía de teléfonos original en un plazo de cinco días hábiles a partir de que solicite ser cambiado nuevamente a su compañía de teléfonos original.
3. Proporcionar récords de facturación a su compañía de teléfonos original en un plazo de 10 días hábiles a partir de que solicite ser cambiado a su compañía de teléfonos original.
4. Pagar a la compañía de teléfonos original la cantidad que usted le habría pagado a la compañía de teléfonos...
original, si su servicio no hubiera sido cambiado sin su autorización.

5. **Reembolsarle, en un plazo de 30 días hábiles, toda cantidad que usted haya pagado por encima de la cantidad que hubiera pagado a su compañía de teléfonos original por servicios idénticos, si su servicio no hubiera sido cambiado sin su autorización.**

Por favor tenga en cuenta que una vez que la compañía que realizó el cambio sin su autorización le haya pagado a su compañía de teléfonos original los cargos correspondientes, la ley le exige a su compañía de teléfonos original que le proporcione a usted todos los beneficios (p. ej., millas de viajero frecuente) que normalmente habría recibido por su uso telefónico durante el periodo en el que su servicio fue cambiado sin su autorización.

**Cargos a su Cuenta Telefónica**

Realizar cargos a su cuenta telefónica por productos o servicios sin su autorización, se le conoce en inglés como “cramming” y está prohibido por la ley. Es posible que su compañía de teléfonos ofrezca servicios de facturación a otras empresas, por lo que los cargos de otras compañías podrían aparecer en su cuenta telefónica.

Si considera que le han aplicado cargos sin su autorización, debe comunicarse con la compañía de teléfonos que le factura su servicio telefónico y solicitar que se tomen medidas correctivas. La Comisión de Servicios Públicos de Texas requiere que la compañía de teléfonos que efectúa la facturación haga lo siguiente en un plazo de 45 días a partir del momento en que se entere del cargo no autorizado:

- Notificar a la compañía que presta el servicio que suspenda los cargos por el producto o servicio no autorizado;
- eliminar cualquier cargo no autorizado de su cuenta;
- reembolsarle o acreditarle todo el dinero que usted haya pagado por un cargo no autorizado; y
- a petición suya, proporcionarle todos los récords de facturación relacionados con cualquier cargo no autorizado en un plazo de 15 días hábiles a partir de que el cargo haya sido eliminado de su cuenta telefónica.

Si la compañía no resuelve su solicitud, o si desea presentar una queja, por favor escriba o llame a Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 o llame sin costo en Texas al (888) 782-8477. Las personas con dificultades para escuchar o hablar que cuenten con teléfonos de texto (TTY) pueden comunicarse con la comisión al (800)-735-2988.

De conformidad con las leyes estatales y federales, usted podría poseer derechos adicionales. Por favor póngase en contacto con la Federal Communications Commission, con el Attorney General of Texas (Procurador General de Texas), o con la Public Utility Commission of Texas si le gustaría obtener más información sobre la existencia de posibles derechos adicionales. Su servicio telefónico no podrá ser desconectado debido a que usted tenga alguna inconformidad o se rehuse a pagar los cargos no autorizados.

**Single Bill Fee**

If you choose to receive your Sprint wireline charges on the bill you receive from your Local Exchange Carrier, you will be assessed a monthly fee of $1.50.