



## Welcome BLAKE MCNULTY

This Welcome Kit includes everything you need to get started using your new wireless service and to get acquainted with your calling plan and calling features.







# Welcome Kit

This Welcome Kit has been custom-prepared for you,  
**BLAKE MCNULTY**

## Welcome to Cingular Wireless

You are now part of the largest digital voice and data network in America! Your personalized Welcome Kit is an easy to read guide that summarizes your service. Please keep it handy for future reference - especially when you receive your first bill. Please refer to your legal contract, receipt and terms & conditions for other questions. You will be receiving, or may have already received, the state-of-the-art wireless phone you selected. To track the status of your shipment, go to [www.cingular.com](http://www.cingular.com). We appreciate your business!

## Inside this Document:

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### STEP 1

Review the details of your Calling Plan, Features and General Information as this section will help you get acquainted with your service.

### STEP 2

Review the Wireless Service Agreement and Rate Plan Terms & Conditions.

### STEP 3

Installing/Verifying SmartChip installation: Verify that the SmartChip is installed. If the SmartChip has been installed, move to Step 4. (Instructions for installing the SmartChip may be found on the last page).

### STEP 4

Charging Your Battery - Charge your phone for 8 hours before placing any calls. Please ensure your phone is "Powered Off" before proceeding to the next step.

### STEP 5

Accepting Terms & Conditions - To accept the terms of service, you need the following: Your wireless phone number, Billing Zip Code, and your SSN or Tax ID. Call 1-866-895-1099 from any telephone other than your new wireless handset, and follow the instructions provided to activate your wireless phone. Once you have completed this process, wait 20 minutes and turn your phone on. (NOTE: If you do not call within 30 days to accept the Terms & Conditions, your account will automatically be charged the full retail price of the phone).

### STEP 6

Included in this Welcome Kit you will find:

- Details about your Calling Plan, Features & Equipment
- Additional Services Available
- Understanding Your First Bill
- Voice Mail Instructions
- Coverage Map(s)
- Rate Plan Terms & Conditions
- Promotional Offers (if applicable)
- Wireless Service Agreement (Your copy)
- Wireless Service Agreement Return Envelope
- Wireless Service Agreement
- Equipment Return Instructions
- Return Policy/SmartChip Installation



# The Calling Plan For You, BLAKE MCNULTY

## MY INFO

Wireless Phone Number (702) 461-0377

Activation Date 12/15/2004

Shipping & Handling \$0.00

Term Of Service 2 Years

Activation Charge \$36.00

Monthly Service Charge \$39.99

Other charges are listed under My Plan Details.

Regular Minutes 450  
Anytime and daytime.

Additional Minute Charge \$0.45

Night & Weekend Minutes 5000

Mobile to Mobile Minutes Unlimited

Roaming Charges per Minute FREE

## MY EQUIPMENT

My Phone: Motorola V220 \$0.00

My Accessory: NO ACCESSORIES PURCHASED \$0.00

**TOTAL** **\$0.00**

## MY PLAN

My Rate Plan: Nation 450 w/Rollover

### My Features Include:

ENHANCED VOICEMAIL	INCLUDED
CALL FORWARDING	INCLUDED
CALLER ID	INCLUDED
TEXT MESSAGING	INCLUDED
MULTIMEDIA MESSAGING	INCLUDED
UNLIMITED MOBILE TO MOBILE MINUTES	INCLUDED
5000 NIGHTS AND WEEKEND MINUTES	INCLUDED
WIRELESS INTERNET EXPRESS	INCLUDED
CINGULAR DIRECTBILL	INCLUDED
3-WAY CALLING	INCLUDED
CUSTOM CALL PACKAGE	INCLUDED
DATA CALL PACKAGE	INCLUDED
DETAILED BILLING - DATA	INCLUDED
ROLLOVER MINUTES	INCLUDED
CALLER ID BLOCK	INCLUDED
CALL HOLD	INCLUDED
DETAILED BILLING	INCLUDED
CALL WAITING	INCLUDED

Cingular offers you the latest wireless technology and accessories. From phones with built-in cameras to fashionable carrying cases. Just stop by your nearest Cingular Wireless store or visit [www.cingular.com](http://www.cingular.com) for more information.



# The Calling Plan For You, BLAKE MCNULTY

## OTHER IMPORTANT INFO

### PLEASE NOTE -

- To re-establish automatic debit or credit card payment of your bill, go to [www.cingular.com](http://www.cingular.com) and click on manage my account or call 1-800-331-0500.
  - Text Messaging charges are applied for messages sent and received.
  - To continue using International Services (roaming and long distance), please call 1-800-335-4685 to reactivate.
  - Mobile to Mobile minutes apply when dialing from your calling area.
  - Roaming - Unless you have a GSM Nation Plan, your bill will include roaming charges if you make or receive calls outside your calling plan coverage area. Exceptions may apply.
  - 10 digit dialing (area code + number) is recommended.
  - Return Policy - Cingular provides a 30-day exchange/return period on equipment and accessories per individual purchase. Any exchange/return of equipment must be received by Cingular within the 30 days from shipment date to receive a refund. Only pay for the minutes and services used. Refer to return policy and instructions located in the back of this document.
  - Service Cancellation and Early Termination Fee - If you cancel your service contract within 30 days of service activation, any activation fee charged will be refunded. If you cancel your service after 30-days but before the date your contract expires, an early termination fee will be charged. Fees vary by state. For complete details, refer to your terms and conditions located within this document.
  - Airtime minutes apply when...
- Calling 411 (plus additional \$1.29 charge per call). Calling toll-free numbers (800, 866, etc.). Incoming calls, outgoing calls, long distance calls and voicemail.

## GENERAL INFORMATION

**MEDIA SERVICES** - You can still use your phone for messaging if you are not on a package:  
Text Messaging - 10¢ per message sent and received.  
20¢ per message for international messages sent.  
MultiMedia Messaging - 25¢ per message.  
MEdia Net - 1¢ per KB.

**\* SERVICES** - FREE account information at your fingertips, 24 hours a day - 7 days a week.

- To pay your bill from your wireless phone (by check, debit or credit card).

Dial \*PAY SEND (\*729 SEND)

Listen to get immediate access to our automated system.

- To check your balance due for payment.

Dial \*BAL# SEND (\*225# SEND)

Within seconds, your balance is delivered via a text message to your phone screen.

- To check the number of minutes used.

Dial \*MIN# SEND (\*646# SEND)

Please see [www.cingular.com/starservices](http://www.cingular.com/starservices) for limitations applicable to this service. Within seconds, your balance is delivered via a text message to your phone screen.

Results for FamilyTalk Customers may not involve all minutes for the entire FamilyTalk Group.

**PAPERLESS BILLING** - Save time and gain access to your bill sooner by changing your monthly bill to paperless. Go online at [www.cingular.com](http://www.cingular.com). Within My Profile section, select Edit under Suppress Paper Bill.

**MANAGE MY ACCOUNT** - Personalized information on your account via [www.cingular.com](http://www.cingular.com) or 1-800-331-0500.

- Review rate plan
- View current minutes used
- Pay bill online
- Add/remove phone features
- View bill online
- Set up Auto Pay
- Explanation of your bill
- Change address

**NATIONWIDE LONG DISTANCE** - Calls can be made to anywhere in the 50 states when made from your Calling Plan Area.(Restrictions on local plans may apply).  
• Rates for international long distance calls vary and are not included in the plan.

**EXCHANGE BY MAIL** - Repair or replace your wireless phone without leaving your home. If your phone is under warranty, call 1-800-801-1101, or visit [www.cingular.com](http://www.cingular.com) and select My Account. You will be on your way to receiving your replacement phone by mail.

Some of these services may not be available with your plan, or you may not have activated these services. Exceptions and additional fees may apply. Please check online at [www.cingular.com](http://www.cingular.com) for more information.



# The Calling Plan For You, BLAKE MCNULTY

**INTERNATIONAL ROAMING** - International Roaming allows customers to travel abroad and use their wireless phones. If you are planning on roaming internationally, you will need to contact Customer Service a minimum of one week prior to leaving to ensure that roaming is available in the country you plan to visit, your phone is compatible with the foreign service provider, and your account is set up to allow usage on their network. Visit [www.cingular.com/cingularworld](http://www.cingular.com/cingularworld) to obtain additional roaming information, which includes a listing of countries where you can roam with your Cingular service. For technical support contact 1-678-721-3900.

**ROLLOVER MINUTES** - Unused, accumulated, Anytime Minutes that carry over from month to month.

- Will expire when the minutes reach an age of 12 billing periods.
- Minutes that are not 12 billing periods old will remain in the Current Rollover Balance until they are used, or they will expire when they reach an age of 12 billing periods.
- Customers will be able to view their accumulated minutes on their monthly bill.
- Customers will start to accumulate their unused Anytime Minutes each month after the first full billing period.
- Rollover Minutes are not redeemable for cash and are not transferable.
- Customers that migrate to a Non-Rollover plan will lose all accumulated minutes.

**\$7-7-7** - Nights start at 7 p.m. for only \$7 per month or \$14 per month on FamilyTalk plans. Start your night and weekend minutes 2 hours earlier! For only \$7 per month or \$14 per month on FamilyTalk plans, you can get:

- Up to 10 additional hours per week.
- Up to 40 additional hours per month.
- More convenient times to utilize your Night and Weekend minutes.

## PLAN DETAIL DESCRIPTIONS

**ENHANCED VOICEMAIL** - Access your voice mail messages from any touch-tone phone.

- Even when you're away from your phone, you'll never miss a call.

**CALL FORWARDING** - Forward your incoming calls to another phone number.

- \$0.10 a minute plus airtime and any applicable long distance/roaming charges.

**CALLER ID** - The phone number of the person calling you is flashed on the screen of your phone.

**TEXT MESSAGING** - Exchange text messages with Cingular and other wireless carrier customers via email or phone. Instant message using AOL® Instant Messenger™ or Yahoo! Messenger™. Set up info alerts to get the latest weather, sports scores, news headlines and more.

**MULTIMEDIA MESSAGING** - With Multimedia Messaging you can combine photos, text, graphics and sound (voice and music) in one message and send to a mobile number or email address.

**UNLIMITED MOBILE TO MOBILE MINUTES** - Calls to and from other local Cingular customers in your mobile to mobile calling area.

- Mobile to Mobile Minutes do not roll over. (Exceptions may apply).

**5000 NIGHTS AND WEEKEND MINUTES** - Can be used in your calling plan area only.

- Monday through Friday 9:00 pm to 7:00 am.
- Saturday and Sunday 24 hours a day through 7:00 am Monday morning.
- Minutes do not count against Anytime Minutes.

Some of these services may not be available with your plan, or you may not have activated these services. Exceptions and additional fees may apply. Please check online at [www.cingular.com](http://www.cingular.com) for more information.



# Understanding Your First Bill

Below is an example of charges that will appear only on your first bill, as well as taxes and other charges that will appear on your first as well as subsequent bills.

- It may be a little higher than you expected, but don't worry.
- First bills include not only your regular monthly rate (billed one month in advance), but taxes, an activation charge, a pro-rated amount for the days left in the month when you signed up, plus minutes used beyond plan minutes.
- Also, your monthly Rollover MinutesSM start after the first full-month's billing.
- The estimates below are based on the highest tax/fee/surcharge rates assessed in your state. Your actual taxes/fees/surcharges may be less. This estimate is for your wireless phone number. These charges will be added to your existing bill.

Wireless Summary For: <b>BLAKE MCNULTY</b>		(702) 461-0377
Monthly Service Charges	First Bill	Ongoing Bill
<b>Rate Plan:</b>		
Nation 450 w/Rollover	\$49.02	\$39.99
<b>Optional Services</b>		
ENHANCED VOICEMAIL	Included	Included
CALL FORWARDING	Included	Included
CALLER ID	Included	Included
TEXT MESSAGING	Included	Included
MULTIMEDIA MESSAGING	Included	Included
UNLIMITED MOBILE TO MOBILE MINUTES	Included	Included
5000 NIGHTS AND WEEKEND MINUTES	Included	Included
WIRELESS INTERNET EXPRESS	Included	Included
CINGULAR DIRECTBILL	Included	Included
3-WAY CALLING	Included	Included
CUSTOM CALL PACKAGE	Included	Included
<b>Total Monthly Service Charge</b>	<b>\$49.02</b>	<b>\$39.99</b>
<b>Usage Charges</b>	<b>BASED ON ACTUAL</b>	
Additional Minute Charge		
Roaming Charge		
Directory Assistance		
Long Distance Charge		
<b>Total Usage Charges</b>		
<b>Credits, Adjustments &amp; Other Charges</b>		
Activation Charge	\$36.00	\$0.00
Equipment Charge	\$0.00	\$0.00
Shipping & Handling	\$0.00	\$0.00
Regulatory Cost Recovery Fee	\$2.20	\$1.10
Federal Universal Fund	\$1.24	\$1.01
State Universal Service Fund	\$0.16	\$0.08
State Gross Receipts	\$2.45	\$2.00
<b>Total Credits, Adjustments &amp; Other Charges</b>	<b>\$42.05</b>	<b>\$4.19</b>
<b>Taxes</b>		
Federal Excise Tax	\$1.47	\$1.20
State & Local Tax	\$0.00	\$0.00
911 Fee	\$0.40	\$0.20
<b>Total Taxes</b>	<b>\$1.87</b>	<b>\$1.40</b>
<b>Total Charges For: (702) 461-0377</b>	<b>\$92.94</b>	<b>\$45.58</b>

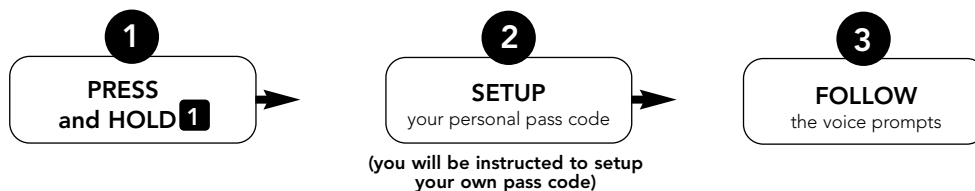
Cingular also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.



# Instructions for Setting Up Voice Mail

## Voice Mail Instructions

Setting Up Your Voice Mailbox From Your Mobile Phone



If required, follow these instructions to re-establish your Voice Mailbox.

## Checking Your Voice Mail Message From Your Mobile Phone



For more information on Voice Mail and other great features and products, please visit our website at:

**[www.cingular.com](http://www.cingular.com)**

Additional information or questions concerning Voice Mail may be directed towards Customer Service at **611** (press voice mail option) a **FREE** call from your wireless phone, or call **1-866-CINGULAR (1-866-246-4852)**.

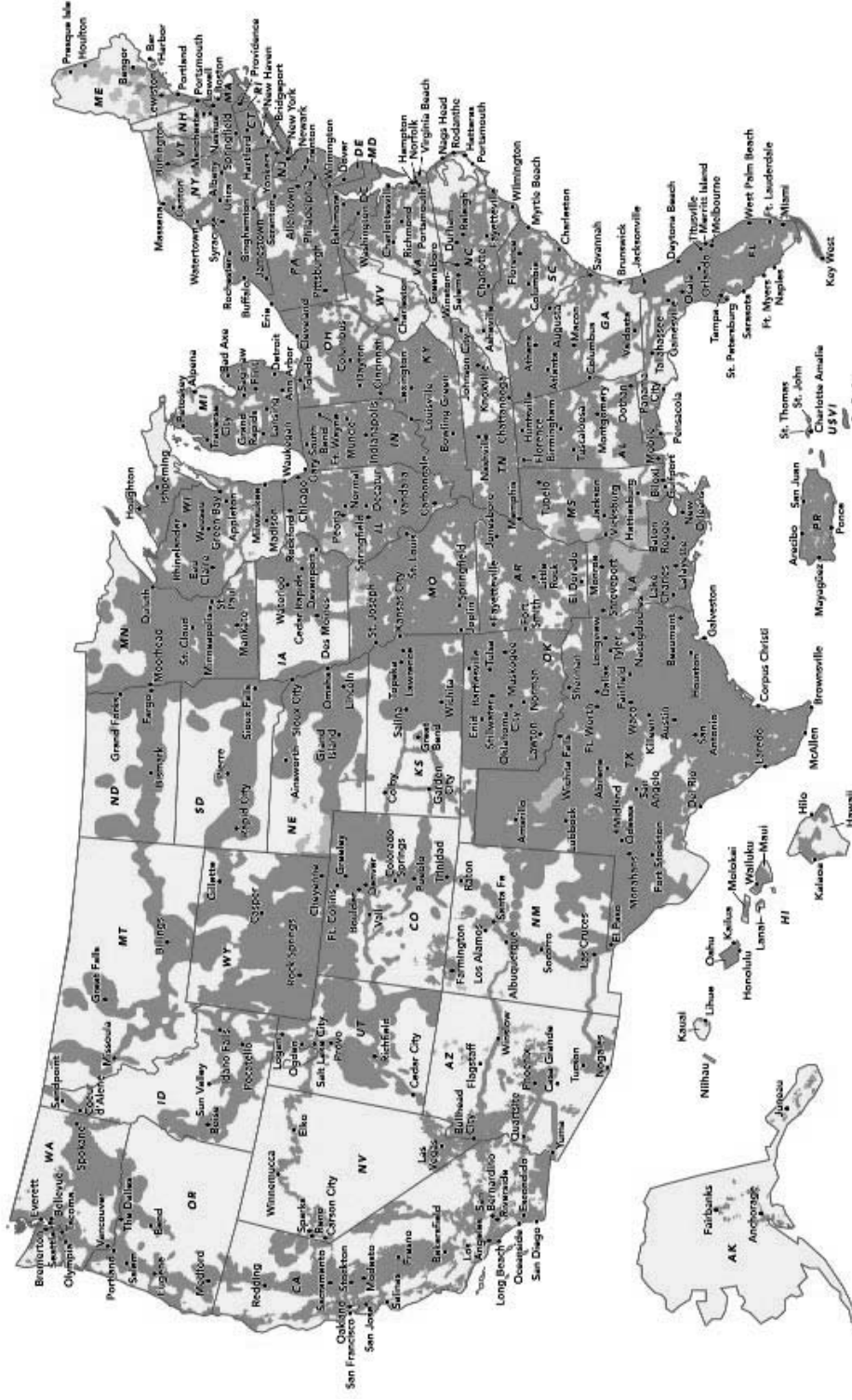
For Deaf/hard of hearing customers: TTY1-866-241-6567

Questions on accessibility by persons with disabilities: 1-866-241-6568.





# Voice Coverage Map



- Cingular Nation (with a GSM handset)**
  - Anytime, Mobile to Mobile and Night & Weekend Minutes apply.
- Future Coverage**
  - Estimated availability by Year End 2004.
- No Service Area**

Cingular Wireless GSM handset required on Cingular Nation plans.

Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future Coverage, if depicted above, is based on current planning assumptions but is subject to change and may not be relied upon.

79965-EN-6



# Rate Plan Terms

## Terms Applicable to Cingular Nation Plans:

**Terms Applicable to Cingular Nation GSM Plans:** Cingular Wireless GSM dual-band handset (minimum 850 and 1900 MHz capabilities) required. Wireless service is subject to credit approval. An early termination fee of \$240 prorated over the length of the service agreement applies to subscriptions in the following states: FL, GA, SC, NC, AL, KY, TN, LA, MS, NY and parts of IN and NJ. A non-prorated \$150 early termination fee applies in all other areas. Independent agents may impose additional equipment-related charges. If phone is returned within 3 days, activation fee will be refunded. If phone is returned within 30 days in like-new condition with all components, early termination fee will be waived. All other charges apply. Minutes will be depleted according to usage in the following order: night and weekend minutes, mobile to mobile minutes, anytime minutes and rollover minutes. Airtime and other measured usage are billed in full-minute increments, and actual airtime and usage are rounded up to the next full increment at the end of each call for billing purposes. Cingular Wireless charges a full-minute increment of usage for every fraction of the last minute used on each wireless call. Calls placed on networks served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes will be applied against your anytime monthly minutes in the month in which the calls appear on your bill. Unanswered calls of 30 seconds or longer incur airtime. Final month's charges are not prorated. Prices are subject to change. \$36 Activation Fee for each new line, \$18 Activation Fee applies on each FamilyTalk line. Cingular does not guarantee availability of the network. Nights are 9:00 p.m. to 7:00 a.m. PST (Pacific Standard Time). Weekends are 9:00 p.m. Friday to 7:00 a.m. Monday, PST (Pacific Standard Time) (based on time of day at switch providing your service). Included long distance calls can be made from the 50 United States, Puerto Rico and U.S. Virgin Islands to the 50 United States, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands. Roaming charges do not apply when roaming in the 50 United States, Puerto Rico and U.S. Virgin Islands (if you go to Guam and Northern Mariana Islands, you are roaming). International long distance rates vary. Additional charges apply to services used outside the U.S. and its territories. Cingular reserves the right to terminate your service if less than 50% of your usage over three consecutive billing cycles is on Cingular-owned systems. Customer must (1) use a Cingular GSM dual-band handset programmed with Cingular Wireless' preferred roaming database; (2) have a mailing address and live in the immediate geographic area in which subscription is made. Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability. Contact customer service for information on blocking the display of your name and number. You may be charged for both an incoming and an outgoing call when incoming calls are routed to voicemail, even if no message is left. In the event that the conditions of the Plan as described above are violated, Cingular may move subscriber to another calling plan or terminate customer's service. See Wireless Service Agreement for additional conditions and restrictions.

**Rollover Minutes:** Rollover Minutes accumulate and expire through 12 rolling bill periods. Bill Period 1 (activation) unused Anytime Minutes will not roll over. Bill Period 2 unused Anytime Minutes will begin to roll over. Rollover Minutes accumulated starting with Bill Period 2 will expire each bill period as they reach a 12 bill period age. Rollover Minutes will also expire immediately upon default or if customer changes to a non-Rollover plan. Rollover Minutes are not redeemable for cash or credit and are not transferable. Night and Weekend and Mobile to Mobile minutes do not roll over. FamilyTalk may require up to a two-year service agreement for each line. FamilyTalk plans include only package minutes included with the primary number, and minutes are shared by the additional lines. The rate shown for additional minutes applies to all minutes in excess of the anytime minutes. If the rate plan for the primary number is changed to an ineligible plan or the primary number is disconnected, one of the existing additional lines shall become the primary number on the rate plan previously subscribed to by the former primary number. Mobile to Mobile Minutes may be used when directly dialing or receiving calls from any other Cingular phone number from within your calling area. Largest unlimited calling area based on Cingular Mobile to Mobile area.

**Voice Connect:** Regular airtime charges apply. Mobile to Mobile Minutes do not apply. Calls to 911, 411, 611, 711 and international dialing cannot be completed with Voice Connect Services. Caller ID cannot be blocked. Caller ID will be delivered on all calls, even if you have permanently blocked your name and number. Voice Connect Services provided by BeVocal. To terminate Voice Connect Services without incurring charges, dial 611 from your wireless phone within the 30-day trial period. Prices do not include taxes.

## Terms Applicable to Features:

**Terms Applicable to Features:** Certain features will not be available in all areas at all times. See applicable brochure or visit [www.cingular.com](http://www.cingular.com) for terms applicable to features including Voicemail, Enhanced Voicemail, Roadside Assistance Service provided by Asurion (see Roadside Assistance welcome letter and/or brochures for full terms and conditions), Wireless Phone Insurance (Program underwritten by Continental Casualty Company, a CNA Company (CNA), and administered by lockline, LLC. lockline, LLC is a licensed agent of CNA. For complete terms and conditions of Wireless Phone Insurance, please refer to the insurance Coverage Certificate or contact [lockline@](mailto:lockline@) at 1-888-562-8662.), Text/Instant Messaging, Directory Assistance, FamilyTalk, Mobile to Mobile Calling and MEdia Net. Regular per-minute airtime rates and other charges apply for calls when included features are used. Cingular and the graphic icon are Registered Trademarks of Cingular Wireless, LLC. © 2004 Cingular Wireless, LLC. All rights reserved.



# Data Coverage Map



Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Circular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future coverage, if depicted above, is based on current planning assumptions but is subject to change and may not be relied upon.



# Rate Plan Terms

## Terms Applicable to Cingular Wireless Data Service GPRS Plans:

**Services:** Text Messaging, Instant Messaging, Multimedia Messaging (MMS), Wireless Internet Express (WIX), Ringtones, Info Alerts, Graphics, and Games (Services) require digital service and a compatible wireless phone. Services may be subject to certain equipment and service limitations, including memory, storage, network, coverage, accessibility or data conversion limitations. Services are only available in select Cingular Wireless service areas. Contact Customer Service or visit [www.cingular.com](http://www.cingular.com) for service availability in your area. Text, Instant, and MMS messages are charged when sent or received, whether read or unread or solicited or unsolicited. Rates and service are subject to change. Cingular Wireless cannot control the content of messages, ringtones, games or graphics. Use of the Services is subject to the Terms and Conditions of your Wireless Service Agreement.

**Text & Instant Messaging:** Messages are limited to 160 characters per message. Premium text messages are charged at their stated rates. International text messages are \$0.20 per message sent.

**MMS:** Subscription to MMS, Wireless Internet Express (WIX) and Text Messaging are required. MMS messages below 1 kilobyte will be charged as text messages. Premium multimedia messages are charge at their stated rates. Some elements of MMS messages may not be accessible, viewable, or heard due to limitations on certain mobile phones, PCs, or e-mail. Maximum MMS message size is 100 kilobyte. Subscribers with MMS and MMS-enabled devices can send MMS messages from their phone to other MMS subscribers' phones and to valid e-mail addresses (if the e-mail system will accept the message). Viewing an MMS online from your wireless device will incur KB charges. MMS messages, including downloaded content, not delivered within 7 days will be deleted. Additional charges apply for MMS intercarrier messaging when available. Additional kilobyte charges may apply when roaming internationally. MMS is not available for use with Data Connect. When a single MMS message is sent to multiple recipients, the sender will be charged for one message and each recipient is charged for the message received.

**Ringtones/Graphics/Games/Applications/Alerts:** Ringtones , Graphics, Games and Applications may be delivered in multiple messages and do not include Internet access. Charges for Ringtones , Graphics, Games and Applications are incurred at the stated one-time download rate or subscription rate. Usage charges may apply to play multi-user games against other wireless users or the server. Ringtones and Graphics are provided by InfoSpace Mobile. My Info Alerts are provided by InfoSpace, Inc. Games, applications and MMS content are provided by independent developers.

**WIX:** WIX is billed by total volume data sent and received (in kilobytes). Fractions of a kilobyte Wireless Internet Express sessions are rounded up to whole kilobytes. Only select sites accessible through a mobile connection are available. Caller ID blocking is not available when using WIX, and your wireless number is transmitted to Internet sites you visit. Cingular provides connectivity for access to WIX. Information is provided by unaffiliated content providers and is subject to change at any time without notice. Cingular is not a publisher of third-party content and is not responsible for any opinions, advice, statements, other information, services or goods provided by third parties. Third-party content providers may impose additional charges.

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# Special \$20 VISA® Rebate Card Offer\*

## Official Cingular Rebate Mail-In Redemption Form - All Retail Channels

\*Receive a \$20 VISA® Rebate Card, accepted everywhere VISA is accepted\*\*\*\* when you purchase a qualifying Bluetooth Accessory between November 1, 2004 and December 31, 2004 and activate on a 1 or 2 year service agreement. Valid models are listed on this form. See official rules for full details and restrictions.

*Please complete the following information, printing clearly.*

### CUSTOMER INFORMATION: (Required)

Subscriber First Name

Subscriber Last Name

Subscriber Bill-To Address

Street Number  Apartment #

Street Name

City

State  Zip Code

E-mail Address

**Note:** VISA Rebate card will be made payable and mailed only to the Cingular subscriber at subscriber's Cingular Wireless Billing Address.

### PLEASE PROVIDE ALL REQUIRED INFORMATION TO AVOID PROCESSING DELAYS

#### CINGULAR ACCOUNT NUMBER - 9 or 13 DIGITS (Required)

#### IMEI NUMBER FROM YOUR PHONE (Required)

#### MOBILE PHONE NUMBER (Required)

#### PURCHASE PRICE (Accessory price before taxes) DATE OF PURCHASE (Required)

#### MODEL PURCHASED (Required)

#### PLAN PRICE (PER MONTH) (Required)

#### DATE OF CONTRACT (Required) TERM (Required)

**Customer Signature** (Required) I certify by my signature that I am a Cingular Wireless customer and that the information I have entered on this mail-in rebate form is accurate and complete. I agree to the terms and conditions as outlined below.

**SIGNATURE:**

**CERTIFICATION**

**DATE:**

### TO RECEIVE YOUR REBATE:

- Important:** fill out all required fields on this form.
- Provide a photocopy of your sales receipt and/or packing slip for the qualifying model purchased from your authorized dealer.
- Provide the entire proof-of-purchase label (SKU/barcode) from the accessory box. **You must cut the entire label from the actual accessory box. No copies accepted.**
- Read the terms and conditions and sign the certification statement (above).
- Make copies of all rebate submission materials** for your records. Any dispute claim will require photocopy substantiation.

- Send all items to the "mail to" address shown below.

- ☐ Rebate Form
- ☐ Copy of Receipt
- ☐ The actual SKU/barcode/proof-of-purchase label. **You must cut this out from the actual accessory box. No copies accepted.**

- You will receive your VISA Rebate Card 10-12 weeks after your rebate request has been received and verified.
- Use the VISA Rebate Card within 120 days of issuance.

**Terms and Conditions:** A) VISA Rebate Card Offer valid only for the purchase of a qualifying Bluetooth Accessory from a participating Cingular Retail Store, Affiliate or Cingular.com between November 1, 2004 and December 31, 2004. Qualifying models are listed on this form. Resellers, distributors, and their immediate families, as well as employees of Cingular Wireless and their agents, are not eligible. B) Customer must also activate at time of purchase on a 1 or 2 year service agreement, must remain active for 30 consecutive days following the date of purchase, and must have active service at the time of validation. Customer must sign and date order form agreeing to abide by the terms and conditions of this offer. C) To qualify for offer, customer must show proof-of-purchase of a Bluetooth Accessory by submitting the original SKU/barcode proof-of-purchase label from the actual accessory box along with a copy of the purchase receipt. D) Each purchase of a Bluetooth Accessory requires that a separate rebate form is completed and mailed in a separate envelope with all requested documentation. Limit one VISA rebate for each qualifying model and wireless phone number. Maximum limit of 5 VISA rebates per person or household/address. If more than one purchase is reflected on a receipt, make a copy of the receipt for each submission. E) Please keep a copy of ALL materials submitted for your claim. Any inquiries for dispute or claim of non-payment must be made by April 30, 2005 and will require photocopy substantiation of your receipts and completed Mail-In Form. F) This VISA rebate promotion ends December 31, 2004. Credit approval required. All offer submissions must be postmarked by January 31, 2005. Please allow 10-12 weeks for fulfillment of valid rebate requests. G) Cingular Wireless and Fulfillment Company assume no liability for lost, late, damaged, misdirected, or postage-due mail or requests that fail to be properly delivered to the address stated on the order form for any reason. Illegible or incomplete requests will not be honored. Void where prohibited, taxed, or restricted. Sale, trade, assignment or purchase of this rebate form or proof of purchase is prohibited. Use of multiple addresses or multiple P.O. Boxes to obtain additional rebates is considered fraud, will be deemed void and invalidate all submissions, and may result in prosecution under U.S. Mail Fraud Statute (18 USC Sections 1341-1342). H) Offer valid while supplies last. Rebates do not apply to used/refurbished accessories or on insurance/warranty claims. Accessory cannot be returned once mail-in rebate form has been submitted. I) Cingular Wireless and the graphic icon are registered marks of Cingular Wireless LLC 2004 Cingular Wireless LLC. Certain restrictions and fees apply. Up to \$36 activation fee may apply. Early termination fee of \$240 prorated over the length of the service agreement applies to subscriptions in the following states: FL, GA, SC, NY, NC, AL, KY, TN, MS, LA and parts of New Jersey and Indiana. A non-prorated \$150 early termination fee applies in all other Cingular areas. J) \*\*\*\*The VISA® Rebate Card is not redeemable for cash and may not be used for cash withdrawal at any cash-dispensing locations or automated gasoline pumps. VISA Rebate Card is non-transferable and non-refundable. U.S. locations only. Funds are available for 120 days after Rebate Card issuance, through the "Good Thru" date on the card. Certain restrictions and fees apply.

**QUESTIONS REGARDING YOUR REBATE:** toll-free 1-866-852-8617 7:00am - 7:00pm CST



**PLEASE MAIL TO:**

**Cingular VISA Rebate Offer PO Box 5243 Young America, MN 55558-5243**



**5010-803 5243**

BE SURE TO INCLUDE ALL REQUIREMENTS LISTED ABOVE

REBATE STATUS:

**www.cingular.com/myrebate**



### SELECT ACCESSORY PURCHASED:

#### \$20 REBATE ONLY

**MOTOROLA: 1)** ☐ **HF800**



**MOTOROLA: 2)** ☐ **HS801**



**MOTOROLA: 3)** ☐ **HS810**



**MOTOROLA: 4)** ☐ **HS820**



**JABRA FREESPEAK: 5)** ☐ **250**



**PLANTRONICS: 6)** ☐ **M2500**









# VISA® Rebate Card Offer\*

# Official Cingular Rebate Mail-In Redemption Form

\*Receive up to a \$150 VISA® Rebate Card, accepted everywhere VISA is accepted\*\*\*\* when you purchase a qualifying phone model between November 15, 2004 and December 26, 2004 and sign a 1 or 2 year service agreement. Valid models and rebate amounts are listed below. See official rules below for full details and restrictions.

*Please complete the following information, printing clearly.*

**CUSTOMER INFORMATION:** (Required)

[illegible]

**Note:** VISA Rebate Cards will be made payable and mailed only to the Cingular subscriber at subscriber's Cingular Wireless Billing Address.

**PLEASE PROVIDE ALL REQUIRED INFORMATION TO AVOID PROCESSING DELAYS**

**CINGULAR ACCOUNT NUMBER - 9 or 13 DIGITS** (Required)

[illegible]

IMEI NUMBER FROM PHONE (Required)

□ □ □ □ □ □ - □ □ - □ □ □ □ □ □ □ □ - □ □

MOBILE PHONE NUMBER (Required)

$$\square\square\square - \square\square\square - \square\square\square\square$$

**PURCHASE PRICE** (Phone price before taxes)

			.		
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**DATE OF PURCHASE** (Required)

.   **2004**

**PHONE MODEL PURCHASED** (Required)

\_\_\_\_\_

**PLAN PRICE (PER MONTH)** (Required)

\_\_\_\_\_

**PURCHASE PRICE** (Phone price before taxes)    **DATE OF PURCHASE** (Required)    **DATE OF CONTRACT** (Required)    **TERM** (Required)

.  
    **2004**
    **2004**
 1 YR

**Customer Signature** (Required) I certify by my signature that I am a Cingular Wireless customer and that the information I have entered on this mail-in rebate form is accurate and complete. I agree to the terms and conditions as outlined below.

**SIGNATURE:**

**DATE:**

**TO RECEIVE YOUR VISA CARD REBATE:**

1. **Important:** fill out all required fields on this form.
2. Provide a photocopy of your sales receipt and/or packing slip for the qualifying phone purchased from your authorized dealer.
3. Provide the entire proof-of-purchase label from the phone box.  
**You must cut the entire label from the actual phone box. No copies accepted.**
4. Read the terms and conditions and sign the certification statement.
5. **Make copies of all rebate submission materials** for your records. Any dispute claim will require photocopy substantiation.
6. ☐ Rebate Form  
☐ Copy of Receipt  
☐ The actual IMEI/proof-of-purchase label.  
**You must cut this out from the actual phone box. No copies accepted.**
7. You will receive your VISA Rebate Card 10-12 weeks after your rebate request has been received and verified.
8. Use the VISA Rebate Card within 120 days of issuance.

**Terms and Conditions:** A) VISA Rebate Card Offer valid only for the purchase of a qualifying Cingular Wireless phone from a participating Cingular Wireless Retail Store or Authorized Agent and Cingular.com between November 15, 2004 and December 26, 2004. Qualifying models are listed on this order form. Resellers, distributors, and their immediate families, as well as employees of Cingular Wireless and their agents, are not eligible. B) Offer valid only to eligible Cingular subscribers within Northern California and Northern Nevada - check with your nearest Cingular retail store or agent to find out if your residency is eligible. You may automatically receive a rebate in a different amount for your selected phone depending on the offer available in your zip code and your eligibility status based on the offer requirements. C) Customers must sign a new 1 or 2 year service agreement on a qualifying rate plan, must remain active for 30 consecutive days following the date of purchase, and must have active service at the time of validation. For Sony Ericsson GC82/GC83 \$150 rebate, customers must sign a new 1 or 2 year service agreement on the \$79.99 Unlimited Data Connect Rate Plan. Customer must sign and date order form agreeing to abide by the terms and conditions of this offer. D) Each purchase of a qualifying phone requires that a separate rebate form be completed and mailed in a separate envelope with all requested documentation. Limit one VISA rebate for each qualifying model and wireless phone number (two VISA Rebate Cards will be issued for the \$70 rebate and three VISA Rebate Cards will be issued for the \$150 rebate). Maximum limit of 5 VISA rebates per person or household/address. If more than one phone purchase is reflected on a receipt, make a copy of the receipt for each submission. E) Please keep a copy of ALL materials submitted for your claim. Any inquiries for dispute or claim of non-payment must be made by April 26, 2005 and will require photocopy substantiation of your receipts and completed Mail-In Form. F) This VISA rebate promotion ends December 26, 2004. Credit approval required. All offer submissions must be postmarked by January 26, 2005. Please allow 10-12 weeks for fulfillment of valid VISA rebate requests. G) Cingular Wireless and Fulfillment Company assume no liability for lost, late, damaged, misdirected, or postage-due mail or requests that fail to be properly delivered to the address stated on the order form for any reason. Illegible or incomplete requests will not be honored. Void where prohibited, taxed, or restricted. Sale, trade, assignment or purchase of this rebate form or proof of purchase is prohibited. Use of multiple addresses or multiple P.O. Boxes to obtain additional rebates is considered fraud, will be deemed void and invalidate all submissions, and may result in prosecution under U.S. Mail Fraud Statute (18 USC Sections 1341-1342). H) Offer valid while supplies last. Rebates do not apply to used/refurbished handsets or on insurance/warranty claims. Phone cannot be returned once mail-in rebate form has been submitted. I) Cingular Wireless and the graphic icon are registered marks of Cingular Wireless LLC 2004 Cingular Wireless LLC. Certain restrictions and fees apply. Up to \$36 activation fee may apply. Early termination fee of \$240 prorated over the length of the service agreement applies to subscriptions in the following states: FL, GA, SC, NY, NC, AL, KY, TN, MS, LA and parts of New Jersey and Indiana. A non-prorated \$150 early termination fee applies in all other Cingular areas. J) \*\*\*\*The VISA® Rebate Card is not redeemable for cash and may not be used for cash withdrawal at any cash-dispensing locations or automated gasoline pumps. VISA Rebate Card is non-transferable and non-refundable. U.S. locations only. Funds are available for 120 days after Rebate Card issuance, through the "Good Thru" date on the card. Certain restrictions and fees apply.

**QUESTIONS REGARDING YOUR REBATE:** toll-free 1-866-852-8617 7:00am - 7:00pm CST



**PLEASE MAIL TO:**

**Cingular VISA Rebate Offer PO Box 3862 Young America, MN 55558-3862**



78622

**5010-862 3862**

**BE SURE TO INCLUDE ALL REQUIREMENTS LISTED ABOVE**

REBATE STATUS: [www.cingular.com/myrebate](http://www.cingular.com/myrebate)







# Exclusive San Diego, CA, Southern NV & Hawaii Markets Only

## VISA® Rebate Card Offer\* - Buy One Motorola V220/Get One FREE!

### Official Cingular Rebate Mail-In Redemption Form

\*Receive a \$110 VISA® Rebate Card, accepted everywhere VISA is accepted\*\*\*\* when you purchase 2 (two) Motorola V220 model phones between **December 7, 2004 and December 25, 2004** and sign a NEW 2-yr service agreement. The first Motorola V220 purchase qualifies for a \$30 mail-in rebate and the second Motorola V220 purchase qualifies for an additional \$80 mail-in rebate. You must purchase both Motorola V220 phones at the same time to qualify for a total of \$110 in rebates. Receipt(s) must show purchase of both phone models on the same date. See official rules below for full details and restrictions.

*Please complete the following information, printing clearly.*

#### CUSTOMER INFORMATION: (Required)

Subscriber First Name

Subscriber Last Name

Subscriber Bill-To Address

Street Number  Apartment #

Street Name

City

State  Zip Code

E-mail Address

#### SELECT PHONE MODEL PURCHASED:

#### \$110 TOTAL REBATES\*\*

MOTOROLA: 1) ☐ V220 - \$30 MIR

MOTOROLA: 2) ☐ V220 - \$80 MIR

**\*\*Must purchase 2 (two) V220 model phones and activate on a NEW 2-year Cingular Service Agreement to qualify for a total of \$110 in Rebates.**



Three VISA Rebate Cards will be issued for a total \$110 in rebates.



**Note:** VISA Rebate Cards will be made payable and mailed only to the Cingular subscriber at subscriber's Cingular Wireless Billing Address.

#### PLEASE PROVIDE ALL REQUIRED INFORMATION TO AVOID PROCESSING DELAYS

This offer valid only on the purchase of two (2) Motorola V220 phone models from the same Cingular Wireless Retail Store, Agent or Cingular.com. Receipt(s) showing purchase of Motorola V220 phones must reflect the same date to receive a total of \$110 in rebates.

#### FIRST PHONE:

IMEI NUMBER - PHONE #1 (Required)

MOBILE PHONE NUMBER - PHONE #1 (Required)

#### SECOND PHONE:

IMEI NUMBER - PHONE #2 (Required)

MOBILE PHONE NUMBER - PHONE #2 (Required)

CINGULAR ACCOUNT NUMBER - 9 or 13 DIGITS (Required)

PURCHASE PRICE (Phone price before taxes)

DATE OF PURCHASE (Required)

2004 Must be valid date for this offer

DATE OF CONTRACT (Required with Contract)

2004

**Customer Signature** (Required) I certify by my signature that I am a Cingular Wireless customer and that the information I have entered on this mail-in rebate form is accurate and complete. I agree to the terms and conditions as outlined below.

**SIGNATURE:**

**DATE:**

**MUST BE SIGNED**

#### TO RECEIVE YOUR VISA CARD REBATE:

- Important:** fill out all required fields **and sign** this form.
- Provide a photocopy of your sales receipt and/or packing slip for the qualifying phone purchased from your authorized dealer.
- Provide the entire proof-of-purchase label from the phone box. **You must cut the entire label from the actual phone box. No copies accepted.**
- Read the terms and conditions and sign the certification statement.
- Make copies of all rebate submission materials** for your records. Any dispute claim will require photocopy substantiation.

- Send all items to the "mail to" address shown below.

- ☐ Rebate Form - **with signature**
- ☐ Copy of Receipt
- ☐ The actual IMEI/proof-of-purchase label. **You must cut this out from the actual phone box. No copies accepted.**

- You will receive your VISA Rebate Card 10-12 weeks after your rebate request has been received and verified.
- Use the VISA Rebate Card within 120 days of issuance.



**Terms and Conditions:** A) VISA Rebate Card Offer valid only for the purchase of (2) two Motorola V220 phones from a participating Cingular Wireless Retail Store or Authorized Agent and Cingular.com between **December 7, 2004 and December 25, 2004**. To qualify, both Motorola V220 phone models MUST have the same purchase date on receipt(s). Resellers, distributors, and their immediate families, as well as employees of Cingular Wireless and their agents, are not eligible. B) Offer valid only to eligible Cingular subscribers within San Diego, CA, Southern NV and Hawaii - check with your nearest Cingular retail store or agent to find out if your residency is eligible. You may automatically receive a rebate in a different amount for your selected phone depending on the offer available in your zip code and your eligibility status based on the offer requirements. C) Customers must activate at time of purchase on a NEW 2-year Cingular Service Agreement to qualify for rebate. Customers must have active service at the time of validation. Customer must **sign and date order form** agreeing to abide by the terms and conditions of this offer. D) Each purchase of a qualifying phone requires that a separate rebate form is completed and mailed in a separate envelope with all requested documentation. Limit one VISA rebate for each qualifying model and wireless phone number. Maximum limit of 5 VISA rebates per person or household/address. If more than one phone purchase is reflected on a receipt, make a copy of the receipt for each submission. E) Please keep a copy of ALL materials submitted for your claim. Any inquiries for dispute or claim of non-payment must be made by **April 25, 2005** and will require photocopy substantiation of your receipts and completed Mail-In Form. F) This VISA rebate promotion ends **December 25, 2004**. Credit approval required. All offer submissions must be postmarked by **January 25, 2005**. Please allow 10-12 weeks for fulfillment of valid VISA rebate requests. G) Cingular Wireless and Fulfillment Company assume no liability for lost, late, damaged, misdirected, or postage-due mail or requests that fail to be properly delivered to the address stated on the order form for any reason. Illegible or incomplete requests will not be honored. Void where prohibited, taxed, or restricted. Sale, trade, assignment or purchase of this rebate form or proof of purchase is prohibited. Use of multiple addresses or multiple P.O. Boxes to obtain additional rebates is considered fraud, will be deemed void and invalidate all submissions, and may result in prosecution under U.S. Mail Fraud Statute (18 USC Sections 1341-1342). H) Offer valid while supplies last. Rebates do not apply to used/refurbished handsets or on insurance/warranty claims. Phone cannot be returned once mail-in rebate form has been submitted. I) Cingular Wireless and the graphic icon are registered marks of Cingular Wireless LLC 2004 Cingular Wireless LLC. Certain restrictions and fees apply. Up to \$36 activation fee may apply. Early termination fee of \$240 prorated over the length of the service agreement applies to subscriptions in the following states: FL, GA, SC, NY, NC, AL, KY, TN, MS, LA and parts of New Jersey and Indiana. A non-prorated \$150 early termination fee applies in all other Cingular areas. J) \*\*\*\*The VISA® Rebate Card is not redeemable for cash and may not be used for cash withdrawal at any cash-dispensing locations or automated gasoline pumps. VISA Rebate Card is non-transferable and non-refundable. U.S. locations only. Funds are available for 120 days after Rebate Card issuance, through the "Good Thru" date on the card. Certain restrictions and fees apply.

**QUESTIONS REGARDING YOUR REBATE:** toll-free 1-866-852-8617 7:00am - 7:00pm CST



**PLEASE MAIL TO:**

**Cingular VISA Rebate Offer PO Box 5757 Young America, MN 55558-5757**



78716

5010-957 5757

BE SURE TO INCLUDE ALL REQUIREMENTS LISTED ABOVE

REBATE STATUS: [www.cingular.com/myrebate](http://www.cingular.com/myrebate)







12/15/2004	Market/Region <b>Cingular Wireless E-Store/Other</b>
(702) 461-0377	Zip Code <b>89027</b>

**CUSTOMER BILLING INFORMATION**

Billing Name <b>BLAKE MCNULTY</b>		
Attention Line <b>BLAKE MCNULTY</b>		
Address 1 <b>433 CANYON DR</b>		
Address 2		
City <b>MESQUITE</b>	State <b>NV</b>	Zip Code <b>89027</b>
Home Number <b>(702) 346-2243</b>		Work Number <b>(702) 346-2243</b>

**MONTHLY PLAN & PROMOTION**

Calling Plan <b>Nation 450 w/Rollover</b>	Monthly Service Fee <b>\$39.99</b>	Service Commitment <b>2 Years</b>
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At the end of the Service Commitment, this Agreement will stay in force pursuant to the Terms & Conditions of this Wireless Service Agreement.

**NON RECURRING CHARGES**

Activation Charge <b>\$36.00</b>	Shipping/Handling <b>\$0.00</b>	Equipment Charges <b>\$0.00</b>
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**Optional Features/Calling Plan Options**

✓ ENHANCED VOICEMAIL	Included
✓ CALL FORWARDING	Included
✓ CALLER ID	Included
✓ TEXT MESSAGING	Included
✓ MULTIMEDIA MESSAGING	Included
✓ UNLIMITED MOBILE TO MOBILE MINUTES	Included
✓ 5000 NIGHTS AND WEEKEND MINUTES	Included
✓ WIRELESS INTERNET EXPRESS	Included
✓ CINGULAR DIRECTBILL	Included
✓ 3-WAY CALLING	Included
✓ CUSTOM CALL PACKAGE	Included
✓ DATA CALL PACKAGE	Included
✓ DETAILED BILLING - DATA	Included
✓ ROLLOVER MINUTES	Included
✓ CALLER ID BLOCK	Included
✓ CALL HOLD	Included
✓ DETAILED BILLING	Included
✓ CALL WAITING	Included

**CUSTOMER COPY**

*Do not return this contract. Retain for your records.*







## Wireless Service Agreement

**CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION** I authorize any person, or consumer or credit reporting agency, to provide Cingular with any information it has on me or the entity on whose behalf I make this application. I authorize Cingular to: (a) compile this information, (b) disclose my account information including my payment history and confidential information to credit reporting agencies or private credit reporting associations, and (c) periodically obtain and use my credit report and other credit information from any source in connection with Cingular's offering of wireless and other services. I understand that if I fail to fulfill the terms of my credit obligations under this Agreement, Cingular may report my failure to a credit reporting agency.

**DOOR - TO-DOOR SALE** IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

**REGULATORY COST RECOVERY FEE** Cingular also imposes the following charges: a **Regulatory Cost Recovery Fee** of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a **gross receipts surcharge**, and **State and Federal Universal Service charges**. The **Regulatory Cost Recovery Fee** is not a tax or a government required charge.

**GUARANTY** If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

**CONTRACT PROVISIONS** – This Agreement includes all the provisions of Cingular's current terms of service form (FMSTCP11040055E), incorporated herein by reference, including a **binding arbitration clause**. It also includes and incorporates additional provisions contained in a separate rate plan or other brochure(s) describing the services to which I subscribed ("Rate Plan Brochure"). I agree to all of these contract provisions.

**SERVICE/COVERAGE LIMITATIONS** Service is not available at all times in all places. Coverage maps are available at [www.cingular.com](http://www.cingular.com) and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept Cingular's service with these limitations.

**EARLY TERMINATION FEE** In FL, GA, SC, NC, KY, TN, MS, LA, AL, NY, and parts of IN and NJ an Early Termination Fee in the amount of \$240 per device prorated over the term of your commitment may be assessed against you in the event that you terminate this contract before the expiration of its term. In all other areas, an Early Termination Fee of \$150 per device may be assessed against you in the event that you terminate this contract before the expiration of its term.

**CANCELLATION POLICY** As further set forth in this Agreement, we will cancel your service, for any reason and without imposing the Early Termination Fee, within thirty (30) days of your signing this Agreement, PROVIDED, however, that if you cancel service you will remain responsible for service fees and charges incurred. If you cancel within three (3) days of your signing this Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, it may be necessary for you to return handsets and associated accessories purchased in connection with your entry into this Agreement.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS TERMS OF SERVICE AND RATE PLAN BROCHURE (including Changes to Terms and Rates, Limitation of Liability and Arbitration).

## Wireless Service Terms

"Cingular" or "we", "us" or "our" refers to Cingular Wireless, LLC, acting on behalf of its FCC-licensed affiliates doing business as Cingular Wireless. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and also limits the remedies available to you in the event of a dispute.

### SERVICE COMMITMENT; EARLY TERMINATION FEE

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions, or rates as set forth below, you agree to pay us with respect to each Equipment identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee. In Florida, Georgia, South Carolina, North Carolina, Kentucky, Tennessee, Mississippi, Louisiana, Alabama, New York, applicable parts of Indiana, and applicable parts of New Jersey the Early Termination Fee is \$240 divided by the total number of months in your Service Commitment, then multiplied by the remaining months or parts of months in such Service Commitment; in all other areas it is \$150. ("Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

### CHARGES AND DISPUTES

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY



## Wireless Service Terms

US IN WRITING AT CINGULAR WIRELESS, BILL DISPUTE, SUITE 1400, 5565 GLENRIDGE CONNECTOR, P.O. BOX 16, ATLANTA, GA 30342 ("CINGULAR'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roamer, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Cingular. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select Cingular rate plans following Cingular's acquisition of AT&T Wireless Services, Inc., provided, however, that in either case, if you elect to receive your bills for your Cingular services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Equipment. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") ARE BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CINGULAR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CINGULAR CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services. Charges for usage of services on networks maintained by other carriers or on networks acquired by Cingular after August 31, 2004 may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other device ("Equipment") is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss and provide a police report number to us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your monthly service fee. You also remain responsible for paying your monthly service fee if your service is suspended for non-payment. We may require payment by money order, cashier's check or a similarly secure form of payment at our discretion. We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

### CHANGES TO TERMS AND RATES

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR EQUIPMENT, OR OTHERWISE) AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

### CONTINGENT BENEFITS

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or ter-



## Wireless Service Terms

minated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or rate plan. You may receive Benefits because of your agreement to have the charges for your Service billed ("Joint Billing") by a landline company affiliated with Cingular ("Affiliate") or because you subscribe to certain service provided by an Affiliate. If you cancel Joint Billing or the Affiliate service, your rates will be adjusted without notice to a rate plan for which you qualify.

### EQUIPMENT

Your Equipment must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. We may periodically program your Equipment remotely with system settings for roaming service and other features that cannot be changed manually. Equipment purchased for use on our network may not function on other networks.

### ADVANCE PAYMENTS AND/OR DEPOSITS

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

### LATE PAYMENT CHARGES

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see [www.nationalnanpa.com/area\\_code\\_maps](http://www.nationalnanpa.com/area_code_maps)). You agree that for amounts not paid by the due date, CINGULAR may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5.00 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, PA, OK, OH, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

### TERMINATION

Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if we discover that you are under-age, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

### SERVICE LIMITATIONS; LIMITATION OF LIABILITY

Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) or certain Web sites in our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. **WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.** Airtime and other service charges apply to all calls, including involuntarily terminated calls. **CINGULAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL CINGULAR BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Equipment, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by Cingular; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.** Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, Cingular shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through Cingular, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold Cingular and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Cingular or any person's use thereof (including, but not limited to, vehicular damage and personal injury), **INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CINGULAR, or**



## Wireless Service Terms

any violation by you of this Agreement. This obligation shall survive termination of your service with Cingular. Cingular is not liable to you for changes in operation, equipment or technology that cause your Equipment or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### ACCOUNT ACCESS

You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

### VOICEMAIL SERVICE

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

### ARBITRATION

Please read this carefully. It affects your rights. Cingular and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims (including ones that already are the subject of litigation) arising out of or relating to this Agreement, or to any prior oral or written agreement, for Equipment or services between Cingular and you. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to Cingular should be addressed to: General Counsel, Cingular Wireless, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Cingular may commence an arbitration proceeding. After Cingular receives notice at the Arbitration Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by writing to the Arbitration Notice Address. Except as otherwise provided for herein, Cingular will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to reimburse Cingular for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of your Demand, Cingular shall reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party within 14 days of the arbitrator's ruling on the merits. You agree that, by entering into this Agreement, you and Cingular are waiving the right to a trial by jury. Unless Cingular and you agree otherwise, all hearings conducted as part of the arbitration shall take place in the county (or parish) of your billing address. 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. You and Cingular agree that YOU AND CINGULAR MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. Notwithstanding any provision in this Agreement to the contrary, we agree that if Cingular makes any change to this arbitration provision (other than a change to the Arbitration Notice Address) during your Service Commitment, you may reject any such change and require Cingular to adhere to the language in this provision.

### MISCELLANEOUS











This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, and any documents expressly referred to herein or therein, make up the complete agreement between you and Cingular, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. Cingular may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or auto-dialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.



## Equipment Return Instructions

Please follow the steps below to ensure your return is processed in a timely manner:

- ① Choose a carrier for your return shipment which will provide a tracking number and proof of delivery. (Carrier may require an additional label). Write the tracking number here for your records: \_\_\_\_\_
- ② (i) Cut along the dotted line. (ii) Remove the TOP portion and keep for your records. (iii) Attach the BOTTOM portion of this form to the outside of the package with the mailing label facing up.
- ③ Please help us to better serve you in the future by identifying the reasons for your return below. Please mark all that apply.

1. Did Not Order		<input type="checkbox"/> 6. Duplicate Order		<input type="checkbox"/>
2. Changed My Mind		<input type="checkbox"/> 7. Not in Cingular Service Area		<input type="checkbox"/>
3. Received a Better Deal		<input type="checkbox"/> 8. Too Expensive		<input type="checkbox"/>
4. Have Existing Service, Wanted New Handset		<input type="checkbox"/> 9. Rate Plan Does Not Meet My Needs		<input type="checkbox"/>
5. Misinformed/Incomplete Information Provided		<input type="checkbox"/> 10. Device Not As Described/ Did Not Like Device		<input type="checkbox"/>



Customer is responsible for shipping charges

Cingular Wireless  
Returns Center  
13500 Independence Way  
Fort Worth, TX 76177



## Return Policy

Equipment returns will be accepted within 30 days from shipment. The phone/device must be in like-new condition with no visible damage and include all components and paperwork. Cingular must receive the equipment within the 30 day timeframe or you will be billed for the full price of the phone.

Refer to the Equipment Return Instructions Form in this Welcome Kit. **Complete the Return's Form before returning your phone.** Incomplete Equipment Return Forms may delay returns processing.

### Service Cancellation and Early Termination Fee Policy

If you cancel your service contract within 30 days of service activation, any activation fee charged will be refunded. However, the following charges may apply: Prorated access, long distance, roaming and airtime charges; Applicable taxes and surcharges and any unreturned equipment or component. Not applicable in retail locations.

If you cancel your service contract after 30-days but before the date your contract expires, an early termination fee will be charged. Fees vary by state. For complete details, refer to your terms and conditions section in this document

If you do not accept the terms and conditions as outlined in the Wireless Service Agreement, Rate Plan Terms, and Wireless Services Terms, return your equipment to Cingular within 30 days from ship. Refer to the Equipment Return Instructions Form in this Welcome Kit.

## Instructions For Smartchip Installation

Install the Smartchip according to the manufacturer's specifications. The diagrams below provide general instructions for installing a Smartchip.



a. Take the back cover off your new phone.



b. Remove the battery from the phone.



c. Punch out the Smartchip from the plastic card.



d. Line up beveled edge of Smartchip with slot in phone.



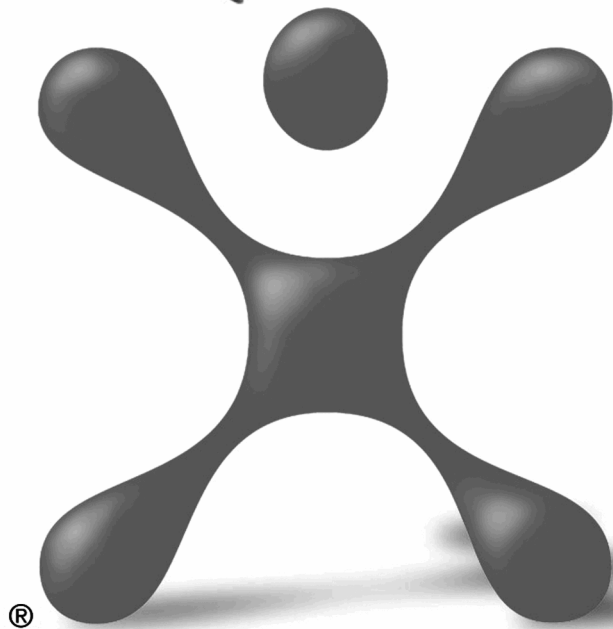
e. Replace the battery and make sure connectors from battery match up with the phone.



f. Put the cover back on the phone.



Start calling  
everyone you know!



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