Welcome to GreatCall!

The all-new Jitterbug Touch – An Android™ smartphone with the simplicity of Jitterbug. The Jitterbug Touch was designed to be a smartphone that you’ll actually enjoy using. This User Guide features all the information you need to use your phone, so please read this before you get started.

For more information on the Jitterbug Touch, go to www.greatcall.com.
Chapter 1: Jitterbug Touch Introduction

This chapter explains how to start using your Jitterbug Touch smartphone.

- Device Battery
- Jitterbug Touch Overview
- Using the Lock Screen
- Home Screen Overview

For additional support, visit us online at www.greatcall.com.
1.1 Battery
Your Jitterbug Touch comes with the battery pre-installed and pre-charged so you can get started right away.

Charging the Battery

1. Open the charging port on the left side of the phone.
2. With the white box and symbol facing up, insert the small end of the charger into the micro-USB port on the phone.
3. Insert the large end of the charger cord into the port on the wall charger.
4. Plug the charger into a standard outlet.

The battery icon in the upper right of the screen tells you whether the device is:

- Charging (the icon is animated)
- Partially charged
- Fully charged
1.2 Jitterbug Touch Overview
Get familiar with the four main keys, as you will use them throughout this guide and whenever you use your phone.

1. 🏡 **Home key** – no matter what you’re doing, this will take you back to the main Jitterbug home screen on your phone.

2. 📅 **Menu key** – this gives you a menu of options for every section of the phone. For example, you can add and delete contacts, and control settings.

3. 🔍 **Search key**
   – while in the “Apps” tab, press this button to search the Internet.
   – while in the “People” tab, press this button to search your contacts.

4. ⏪ **Back key** – this will take you back to the previous screen.
1. Home key
2. Menu key
3. Search key
4. Back key
Camera lens

External speaker
The device is shown here in the open position. To open, hold the phone vertically and slide the top of your phone to the right.

1. Touch screen.
2. Full keyboard for typing.
3. Shift key changes the text from lower case to upper case. Press twice for caps lock.
4. The Function key enables you to type the blue colored characters on your keyboard.
5. The Symbol key accesses symbols that are not available on the keyboard, like © and ®.
6. The Enter key selects an option on the screen or generates a return while you are typing.
1.3 Using the Lock Screen
Your phone is equipped with a lock screen that appears when your phone is not in use, and protects your phone from accidental dialing.

1. The Unlock Function
   – To unlock the screen, touch and hold the lock icon [🔒] and drag it up all in one motion.

2. The Events Window
   – The Events Window shows your missed messages and calls.
   – To access these events, you will need to unlock the screen.

3. To see General Notifications
   – After you unlock the screen, tap and hold the top of the screen and drag it down. A list of notifications and other items will appear.

   NOTE After several minutes of non-use, your phone will “sleep” to save battery power. To wake your phone, simply press the power button once.
1.4 Jitterbug Home Screen Overview

As soon as you unlock your phone, you will see the Jitterbug home screen. From this screen you can use every function of your Jitterbug Touch.

The Jitterbug home screen features only two tabs – “Apps” and “People.” It was designed to be simple, so you can easily access the Apps and People that are most important to you, without having to dig through icons and features you may never use.

The following two chapters show in detail how to use these two tabs.

If you were ever to get lost in your phone, you can always press the home button 🏡 to return to this home screen.
Chapter 2: Jitterbug Home Screen – Apps Tab
This chapter explains the Apps Tab.

• The Apps Tab Overview
• Phone
• Voicemail
• Messaging
• Camera
• Gallery
• Customize your Apps List
2.1 The Apps Tab Overview
Your Jitterbug Touch comes with four of the most important apps listed as “Favorites.” When you tap “Apps” you will see:

1. Phone
2. Messaging
3. Camera
4. Gallery

To begin using these apps, simply tap any of them, and you’ll go directly to that app. Instructions for each of these apps are on the following pages.

To learn more about the “All Apps” button see page 49.
2.2 Phone
Making Your First Call
Making phone calls is easy on your Jitterbug Touch. Make sure you are in an area where a signal can be received. Look for the signal strength icon \[\text{on the home screen. The more bars, the stronger the signal. If there are no bars, move to where the signal strength is better.}\]

Dialing a Number
1. From the home screen under the Apps tab, tap “Phone.”
2. Using the dialpad, enter a number.
3. Tap the call icon \[
\text{to dial the number.}
4. Hang up by pressing the red “END” button.

You can also make a call directly from your contact list. To dial contacts directly, please see page 35.

Redialing a Number
1. At the dialpad, tap call log.
2. Tap the call icon \[
\text{next to the number you wish to dial.} \]
2.3 Setting up Voicemail
Before your Jitterbug Touch can receive a voicemail message, you need to record a personal greeting and set a password. Once you have set up your voicemail, all unanswered calls to your phone are automatically transferred even if your phone is in use or turned off.

1. From the home screen, tap the Apps tab.
2. Tap the Voicemail icon next to “Phone.”
3. Listen to and follow the prompts to create a password and record a greeting.

At the dialpad, you can also touch and hold “1” to access voicemail.
2.4 Messaging

Sending a Text Message

The Jitterbug Touch was designed to send text messages easily. Messages can only be sent to phone numbers capable of receiving them or to email addresses. If the character limit for a single message is exceeded, it will be sent as multiple messages.

Composing and Sending a Text Message to a Contact

1. From the home screen, tap the Apps tab.
2. Scroll to “Messaging” and tap to select.
3. Tap “New Message” to create a new text message.
4a. If sending a message to a saved contact, begin typing their name. A list of contacts will appear - tap to select a contact. The contact’s name and phone number will populate the “To:” box.
   b. If sending a message to a new person, type the 10-digit phone number into the “To:” field and press the down arrow, or the return key on the keyboard.
5. Tap the “Type to compose” field, compose your text message and tap “Send.”
Adding a Subject Line to a Text Message
1. While in “Messaging,” tap “New Message.”
2. At the compose message screen, press the Menu key.
3. Tap “Add subject.”
4. Enter a subject in the subject field.
5. Complete the text message.

Creating a Picture or Video in a Text Message
1. While in “Messaging,” tap “New Message.”
2. At the compose message screen, press the Menu key.
3. Tap “Attach.”
4. Select an option from the list. For example, tap “Capture video” to record a video.
5. Complete the text message.

Attaching a Picture or Video to a Text Message
1. While in “Messaging,” tap “New Message.”
2. At the compose message screen, press the Menu key.
3. Tap “Attach.”
4. Select an option from the list. For example, Tap “Pictures” to attach a picture.
5. Complete the text message.
2.5 Camera
Accessing the Camera

1. From the home screen, tap “Camera” in the Apps tab.

Adjust the settings
Select one of the four options below by tapping the image at the top of the screen.

1. Zoom – Tap this button and slide the bar up or down to zoom in or out.

2. White balance – Tap this to adjust the light settings for your picture.
3. **Store Location** – Tap this to store the location and date in your picture file by choosing on or off.

4. **Mode** – Tap this to adjust various aspects of the photo, including focus, scene, picture size, picture quality, effects and exposure.

**Taking a Picture**

1. Tap the circular white button in the lower left corner of the screen. You will hear a snap, indicating the picture was taken.

   ![NOTE]

   You can also use the external camera button to snap a picture, as seen on page 11.
Viewing a Picture from the Camera App
1. While in the camera app, simply tap the small image in the lower right corner of the screen.
2. The last picture taken will appear on screen.
3. Touch and hold the screen and slide it left to see other pictures.

Recording a video
1. Tap “Camera” on the Apps tab.
2. Use the center slider control to switch from camera to video mode.
3. Select video recording mode: Video Mail or Long Video
   - Video Mail is used to record a short 60 second video you can send via picture message or MMS.
   - Long Video is used to record a higher quality, longer video
4. Tap the circular red button 🎥 on the left corner and begin recording. Tap it again to stop recording.
2.6 Gallery
The gallery is where you can see all the pictures you have on your phone. Your phone will automatically sort pictures into “albums,” so you can see where the picture originated – such as “Camera” or “Downloads.”

Viewing a Picture from the Gallery App
1. Tap “Gallery” on the Apps tab.
2. At the albums list, do one of the following:
   a. Tap a group to view the pictures in that album.
   b. Tap and hold a group to access features for the specific group.
   c. Tap an individual picture to see it at full size.
   d. Touch and hold the screen and slide it to the right, to see other pictures in the group.
Sending a Picture

1. Tap “Gallery” on the Apps tab.
2. At the file list, tap and hold a picture, and a green check box will appear on it.
3. You may scroll up and down or use the bottom left and right arrows to scroll through your album to select the picture you wish to send.
4. Tap the “Share” button 🔄.
5. Select a sharing option from the list, which will include numerous options based on your accounts that you have set up (ie. Gmail, Facebook and more).
6. Complete the appropriate task to share your picture.
2.7 Customizing your Apps List
You can customize your apps list by selecting your favorite apps that you use most often.

1. While in the Apps tab, press the Menu key.
2. Tap “Add Favorites” and you are brought to a list of all the apps on your phone.
3. To select an app, just tap the square box to the right and a green checkmark will appear.
4. Tap “OK” when finished and your favorites will now appear on the Apps tab.
5. To arrange your apps on your Apps tab, simply touch and hold an app and drag it up or down to place it elsewhere in your list.

NOTE The “Phone” app cannot be moved.

ALERT Before you use the Calendar, Gmail and Contacts Apps, we recommend you set up a Google account. See page 45 for details.
Chapter 3: Jitterbug Home Screen – People Tab

This chapter explains The People Tab.

- The People Tab Overview
- Creating a Contact
- Creating a Favorite
- Removing a Favorite
- Deleting a Contact
- Calling a Contact
3.1 The People Tab Overview
The People Tab was designed to give you easy access to the contacts that are most important to you. It’s easy to create your contact list, and once ready, your list of “Favorites” will make dialing friends or family a snap.

Tapping the People tab shows you your favorite contacts. To learn how to create a Favorite, see page 32.

Tapping the “All People” button shows you all of your contacts.
3.2 Creating a Contact

1. From the home screen, tap the People tab.
2. Press the Menu key.
3. Tap “Add New” to add a new contact to your contacts list.
4. At the new contact screen, tap “First name” to enter a first name, then press the return key.
5. Enter a last name, then press the return key.
6. Enter the 10-digit phone number.
7. If applicable, enter additional phone numbers, email addresses, and other contact details.
8. Tap “Done” to save.

*NOTE* Your new contact will now appear as a Favorite.
3.3 Creating a Favorite
While you may have dozens of people in your contact list, The Jitterbug Touch has made it easy to quickly store and find your most important people.

1. From the home screen, tap the People tab.
2. Press the Menu key.
3. Tap “Add Favorites.”
4. You will see a list of all your contacts.
5. Tap the check box next to a name, and a green checkmark appears.
6. When ready, tap “OK.”
7. The selected contact(s) now appears on your People tab.
3.4 Removing a Favorite
The People tab is intended to help you have easy access to your most frequently contacted people or businesses. If you ever need to remove a Favorite, it’s just as easy:

1. From the People tab, press the menu key.
2. Tap “Remove Favorites.”
3. Empty boxes will appear next to each name.
4. Tap the box of the “Favorite” you wish to remove.
5. When ready, tap “OK.”
6. The Favorite was removed.

Removing a Favorite does not remove the contact from your phone. To completely delete a contact, see the next page.
3.5 Deleting a Contact

1. From the home screen, tap the People tab.
2. Tap the contact you wish to delete.
3. At the contact info screen, tap the contact name.
4. Press the menu key.
5. Tap “Delete Contact” to delete the contact, and tap “OK” to confirm deletion.
3.6 Calling a Contact

Calling a Favorite from the People Tab
1. From the home screen, tap the People tab, to see your Favorite contacts.
2. At the contacts list, tap a name.
3. Tap “Call.”

Calling a Contact
1. From the People tab, tap “All People.”
2. At the contacts list, tap a name.
3. Tap “Call.”

NOTE If a contact has multiple numbers, a selection will appear. Choose the appropriate number.
3.7 People Details

It’s easy to see your interactions with your contacts through the People Tab.

1. Tap “People.”
2. Tap a contact name. You will see options to “Call” or “Message” that person.
3. Beneath these options, you will also see your calls and messaging history.

From the People Details page, you can easily add or remove a contact as a Favorite. When the ⭐ icon is yellow, this person is a Favorite, on your People tab. Tap the star and it is now empty, so the contact is no longer a favorite. You can still reach this person from the “All People” button.
Chapter 4: GreatCall Button
This chapter explains additional features on your Jitterbug Touch, found by tapping the GreatCall button.

• Introduction
• 5Star Urgent Reponse
• Help
4.1 GreatCall Button – Introduction

In both the Apps and People tab, you’ll see the GreatCall button at the bottom right corner of your screen. Tap on this button in order to see:

1. **Usage** – See how many minutes, text messages and data megabytes you’ve used and how many you have left.

2. **Featured Apps** – Several featured apps we think would benefit you the most.

3. **Help** – Find on-phone help and information about your Jitterbug Touch.

4. **Contact Us** – Easily reach out to our customer support teams.

**NOTE** There may be a slight delay in displaying your actual usage. Usage is based on the estimated minutes, SMS, and data that you use per billing cycle. You should check this often to ensure you are within your plan.
4.2 Featured Apps – 5Star Urgent Response™

Under “Featured Apps,” you’ll find several apps we think will benefit you the most. The most beneficial app is 5Star Urgent Response.

GreatCall’s 5Star Urgent Response is an app that transforms your cell phone into a personal safety device. In any unsafe or uncertain situation, 5Star gives you immediate access to Certified Response Agents who can identify you and your location, evaluate your situation and get you the help you need.
Accessing 5Star:
With the Jitterbug Touch, you can access 5Star from your lock screen, because when you need help, time may be of the essence. To download 5Star from the Google Play Store, simply tap “5Star” from your featured apps. From there, you can download it from the Google Play Store.

1. Should you need to access 5Star, simply tap and hold the 5Star icon and drag it upwards.
2. Tap the 5Star button to connect to a Certified 5Star Agent, who will identify you and your location, evaluate the situation, and get you the help you need.

**NOTE** 5Star can only be used if the app is installed on your phone and you have registered your account.
4.3 Help
As with all Jitterbug phones, you can easily find help whenever you need it. On the Jitterbug Touch, we have included an entire on-phone guide for easy reference.

1. Tap the “GreatCall” button.
2. Tap “Help.”
3. You will see a list of various topics. Tap whichever one you need. While in a help topic, you can scroll up or down to read all the content. You can also tap the left or right arrows to see the previous or next topic.

NOTE Your Jitterbug Touch also features “Shake for Help™.” If you need help while anywhere on your Jitterbug home screen, just shake your phone and a help bubble will appear.
Chapter 5: Setting Up and Using Email and Gmail

This chapter explains how to set up and use email on your Jitterbug Touch.

- Introduction
- Gmail
- Email
5.1 Introduction

The Jitterbug Touch offers two ways to use Email: Email and Gmail (Google mail).

If you don’t have a Gmail account, we highly recommend you set one up, as it is the best way to synch with this phone.

To learn how to get a Gmail account and how to synch it with your phone, see the following pages.
5.2 Setting up your Google Gmail Account
To get the most out of your Jitterbug Touch we strongly recommend linking your device to a Google email account (such as Gmail). This will allow you to download apps from the Google Play Store, access your email and add contacts to your phone via the web. If you do not already have a Google account, follow the steps below to get started.

Creating an Account on the Web
The easiest way to create a Gmail account is online.
   1. From a computer, launch a Web browser.
   3. Select “Sign-In” to see the Google login page.
   4. Select “Create an account” to create a new account.
   5. Follow the prompts to create a free account.

You can synch other types of email accounts as well. See page 47 for details.
Linking Your Google Account to Your Jitterbug

1. From the home screen, tap “All Apps.” Scroll to “Gmail” and tap to select.
2. At the “Adding an account” screen, tap “Next.”
3. Tap “Sign in” to enter your Google username and password.
4. Once the account is created, select the desired Google applications to synchronize with the device, such as Calendar, Contacts and Messages.
5.3 Email
You can use your Jitterbug Touch to check, compose and manage email messages right on your phone. It’s easy to configure an email for most accounts – like Yahoo, AOL or Hotmail – in just a few steps.

1. From the Apps Tab, tap the “All Apps” button.
2. Scroll to “Email” and tap it.
3. Enter an email address and password in the entry boxes.
4. Press Next.
5. Follow the instructions on the screen.
6. Once set up, you can check your email from the “All Apps” button, by selecting the “Email” app.

If you don’t have or want Gmail, we recommend you go online and search for tips and tools on how to synch a different email account with an Android phone.
Chapter 6: The All Apps Button

This chapter explains how to set up and use the All Apps button on your Jitterbug Touch.

- The All Apps Button Overview
- Browsing
- Calendar
- Google Play Store
6.1 The All Apps Overview

Your Jitterbug Touch comes with four of the primary apps pre-programmed into your Apps tab as “Favorites.” There are, however, many other apps you can access by tapping the “All Apps” button in the lower left corner of the Apps tab.

Some of the apps require you to have a Gmail account, while others work immediately. If there are certain apps you will be using more often, you can add them to your “Favorites” easily, for quicker access to what you use most.

You can also download new apps from the Google Play Store after you link your Google email (Gmail) account to your phone. See pages 53-54 for details.
6.2 Browsing the Web
Since the Jitterbug Touch has a large color screen and full keyboard, searching the web is as easy to do as if you were on your home computer.

1. From the Apps Tab, tap the “All Apps” button.
2. Tap “Browser.”
3. You will be brought to the www.google.com home page to begin searching.
4. For easier typing, slide out your full keyboard to quickly enter text.

If you plan to browse the web often, we recommend adding “Browser” to your Apps tab as a favorite as seen on the previous page.
6.3 Calendar
The calendar app is designed to work best with a synched email account.

If you have synched with a Gmail or other account, you will see your events and appointments already.

Setting up new events
1. From the Apps Tab, tap the “All Apps” button.
2. Tap “Calendar” from your apps list.
3. Tap the date you wish to enter an event.
4. Press the menu key.
5. Tap “More.”
6. Tap “New Event.”
7. Enter the appropriate details and tap “Done.”
8. Your event will now appear in your calendar.

If you have synched with a Gmail account, your new event will appear on your Google account as well.
6.4 Google Play Store

After linking your Gmail account to your phone, you can access the Google Play Store and download games, movies, music and any other apps that interest you. There are over 600,000 apps to choose from!

1. While in the “Apps” tab, tap the “All Apps” button.
2. Scroll down and tap “Market.”
3. You will be brought to the Market where you can easily search and find apps.

**NOTE** After the first time you use the Market, the name of the store will change to “Play Store.”
Downloading a free app
Once you see a free app you wish to download:
1. Simply tap “Install” and then “Accept & Download.”
2. Once downloaded, your new app will appear in your “All Apps” list.

Purchasing an app
Once you see an app you wish to purchase and download:
1. Tap the price of the app.
2. Tap “Accept & Buy.”
3. Enter your username and password that you set up when you synched your Gmail account.
4. Tap “OK.”
5. Once downloaded, your new app will now appear in your “All Apps” list.
Chapter 7: Settings and Options
This chapter explains how you can adjust various settings and options that your phone offers. You can customize your phone to look, and perform however you prefer.

- Options
- Settings
- Setting the Screen Lock
7.1 Options
We’ve made it easy to adjust your most common phone options, like Bluetooth and color themes.

1. From the Apps tab, press the menu key 🌐.
2. Tap “Options.”
3. You can adjust Color Theme, Bluetooth, Airplane Mode, Wi-fi and Sounds.
4. Simply tap the option you wish to adjust. For example, to adjust the color theme of your home screen:
   - Tap “Color Theme”
   - Tap the box of whichever color you prefer
   - Press the back button ↪ to return
7.2 Settings
There are multiple settings you can adjust with your Jitterbug Touch, so that the phone operates in whichever manner best suits your needs.

Since the Jitterbug Touch is an Android smartphone, there are many settings you may not use often, but some of the more common ones you may wish to adjust are:

- Call Settings
- Sound
- Display
- Security
- Date & Time

To adjust your settings
1. From the “Apps” tab, tap “All Apps.”
2. Scroll to “Settings” and tap it.
3. You will see a list of settings. Scroll to whichever setting you wish to adjust and tap it.
4. Follow the prompts to adjust the setting.
7.3 Setting the Screen Lock
You can protect your Jitterbug Touch from unauthorized use by setting a password or other type of lock on your home screen.

1. From the main screen, tap “All Apps.”
2. Scroll down to “Settings” and tap to select.
3. Tap “Location & security.”
4. Tap “Set up screen lock.”
5. Choose whichever security method you prefer.
   For example, to use a PIN code as security:
   - Tap “PIN.”
   - Enter numeric pin code, of at least 4 digits.
   - Tap Continue .
   6. Enter your code again and tap Ok .

If you set a screen lock, you will be asked to enter your password or pin after you unlock your lock screen.
Chapter 8: Commercial Mobile Alert System (CMAS)
This chapter explains CMAS on your Jitterbug Touch.

- About
- Types of Alerts
8.1 About CMAS
The Commercial Mobile Alert System (CMAS) is a new national public safety system that allows people who own a CMAS-enabled mobile device to receive geographically-targeted messages. These broadcast messages will alert customers of imminent threats to their safety within their immediate area.

Receiving a CMAS alert message on your Jitterbug Touch – Although alerts from CMAS are not text messages, the alerts will look similar to text messages. They will be short (not more than 90 characters) and easy to read. The alert messages will provide basic information on safety/security issues urging customers to take action to protect themselves.
8.2 Types of Alerts
There are three types of alerts through CMAS:

1. Alerts issued by the President
2. Alerts involving imminent threats to life or property issued by the National Weather Service or other authorized emergency management agency.
3. Amber Alerts – missing child alert

Alert messages are provided by approved emergency agencies and delivered via the Federal Emergency Management Agency (FEMA).

CMAS does not use the customer mobile number to transmit messages and does not use the GPS location of the device. Instead, CMAS broadcasts messages similar to that of radio today.

NOTE There is no charge for receiving CMAS messages.
The Fine Print

FCC Notice
This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation.

Accessories used with this device for body-worn operations must not contain any metallic components and must provide at least 15 mm separation distance including the antenna and the user’s body.

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

The exposure standard for wireless mobile devices employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit set by the FCC is 1.6 W/kg.* Tests for SAR are conducted using standard operating positions specified by the FCC with the device transmitting at its highest certified power level in all tested frequency bands.

Although the SAR is determined at the highest certified power level, the actual SAR level of the device while operating can be well below the maximum value. This is because the
device is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output.

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

Body-worn measurements differ among device models, depending upon availability of accessories and FCC requirements. While there may be differences between the SAR levels of various devices and at various positions, they all meet the government requirement for safe exposure.

The FCC has granted an Equipment Authorization for this model device with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines.

The highest reported SAR values of this device are:

**WLAN mode (Part 15):**
Head: 0.14 W/kg; Body-worn: 0.06 W/kg

**Cellular CDMA mode (Part 22):**
Head: 0.46 W/kg; Body-worn: 0.82 W/kg

**PCS mode (Part 24):**
Head: 1.42 W/kg; Body-worn: 0.52 W/kg

**AWS mode (Part 27):**
Head: 1.38 W/kg; Body-worn: 0.56 W/kg
SAR information on this model device is on file with the FCC and can be found under the Display Grant section www.fcc.gov/oet/ea/fccid after searching on the FCC ID: OVFC51213CD.

Additional information on SAR can be found on the Cellular Telecommunications and Internet Association (CTIA) website at www.ctia.org.

* In the United States and Canada, the SAR limit for mobile devices used by the public is 1.6 watts/kg (W/kg) averaged over one gram of tissue.

Bluetooth® Certification
For information about C5121 Bluetooth Certification, visit the Bluetooth Qualification Program website at www.bluetooth.org/tpg/listings.cfm.

Caution
The user is cautioned that changes or modifications not expressly approved by the party responsible for compliance could void the warranty and user’s authority to operate the equipment.

Radio Frequency (RF) Energy
Your device is a radio transmitter and receiver. When it is on, it receives and sends out RF energy. Your service provider’s network controls the power of the RF signal. This power level can range from 0.006 to 0.6 watts.

In August 1996, the U.S. Federal Communications Commission (FCC) adopted RF exposure
guidelines with safety levels for hand-held wireless devices. These guidelines are consistent with the safety standards previously set by both U.S. and international standards bodies in the following reports:

- ANSI C95.1 (American National Standards Institute, 1992)
- ICNIRP (International Commission on Non-Ionizing Radiation Protection, 1996)

Your device complies with the standards set by these reports and the FCC guidelines.

E911 Mandates
Where service is available, this device complies with the Phase I and Phase II E911 Mandates issued by the FCC.

Hearing Aid Compatibility (HAC) with Mobile Phones
Some mobile phones and hearing devices (hearing aids and cochlear implants), when used together, result in buzzing, humming, or whining noises detected by the user. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate.

The wireless telephone industry has developed ratings for some of their mobile phones, to assist hearing device users in finding phones that may be compatible with their hearing devices. Not all phones have been rated.

Phones that are rated have the rating on their box or a label on the box. The ratings are not guarantees and results will vary depending on the user’s hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated device successfully. Trying out the device with your hearing device is the best way to evaluate it for your personal needs.
M-Ratings—Phones rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. M4 is the better/higher of the two ratings.

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

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

For more information about hearing aid compatibility, visit the FCC’s Consumer & Governmental Affairs Bureau website at www.fcc.gov/cgb/dro
Consumer Limited Warranty
Kyocera Communications Inc. ("KYOCERA") offers you a limited warranty that the enclosed product or products (the "Product") will be free from defects in material and workmanship for a period that expires one year from the date of sale of the Product to you, provided that you are the original end-user purchaser of the Product and provided that your purchase was made from an authorized supplier. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. KYOCERA shall, at its sole and absolute discretion, either repair or replace a Product (which unit may use refurbished parts of similar quality and functionality) if found by KYOCERA to be defective in material or workmanship, or if KYOCERA determines that it is unable to repair or replace such Product, KYOCERA shall refund the purchase price for such Product, provided that the subject Product (i) is returned, with transportation prepaid, to a KYOCERA authorized service center within the one year warranty period, and (ii) is accompanied by a proof of purchase in the form of a bill of sale or receipted invoice which evidences that the subject Product is within the one year warranty period ("Proof of Purchase"). After the one year warranty period, you must pay all shipping, parts and labor charges. This limited warranty does not cover and is void with respect to the following: (i) any Product which has been improperly installed, repaired, maintained or modified; (ii) any Product which has been subjected to misuse (including any Product used in conjunction with hardware electrically or mechanically incompatible or used with accessories not approved by KYOCERA), abuse, accident, physical damage, abnormal operation, improper handling, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature; (iii) any Product operated outside published maximum ratings; (iv) cosmetic damage; (v) any Product on which warranty stickers or Product serial numbers have been removed, altered, or rendered illegible; (vi) customer instruction;
(vii) cost of installation, removal or reinstallation; (viii) signal reception problems (unless caused by defects in material and workmanship); (ix) damage the result of fire, flood, acts of God or other acts which are not the fault of KYOCERA and which the Product is not specified to tolerate, including damage caused by mishandling, shipping and blown fuses; (x) consumable (such as fuses); (xi) third party software or applications, data and equipment not originally supplied with the Product; (xii) any Product in which the software has not been updated to the current version; (xiii) any Product in which the operating system has been unlocked (allowing installation of a third party operating system); or (xiv) any Product which has been opened, repaired, modified or altered by anyone other than KYOCERA or a KYOCERA authorized service center. Before returning any Product for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product. KYOCERA is not responsible for damage to or loss of any software, applications, data or removable storage media.

KYOCERA MAKES NO REPRESENTATION OR WARRANTY WITH REGARD TO ACCESSORIES OTHER THAN THOSE ORIGINALLY PACKAGED WITH THE DEVICE. PLEASE CHECK WITH THE MANUFACTURER OF ANY THIRD PARTY ACCESSORIES AS TO COMPATIBILITY AND SAFETY. KYOCERA SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, UNANTICIPATED BENEFITS OR REVENUE, ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT) OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE RELATING TO A DEFECTIVE PRODUCT, AS PROVIDED UNDER THIS WARRANTY, ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE
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Your Customer Agreement

1. Welcome To The GreatCall® Family.

Please read this agreement regarding your phone and service. When you accept this agreement, you’re bound by its conditions. It applies to all of your services from GreatCall and covers important topics such as:

- How long this agreement lasts
- Your rights to refuse or cancel this agreement
- Our friendly 30-day return policy
- Our rights to limit or end service or this agreement
- Limitations of liability and privacy
- How to handle disputes if they arise, including arbitration

2. Your Monthly Rate Plan

The monthly rate plan you select is part of this agreement. To the extent any condition in your plan expressly conflicts with this agreement, the condition in your plan will apply.

3. Your Rights To Refuse Or Cancel This Agreement

After you’ve had an opportunity to review this agreement, it will begin when you do any of the following to indicate your acceptance:

- Activate your service
- Give us a written or electronic signature indicating your acceptance
- Tell us electronically that you accept

If you do not wish to accept this agreement, do not do any of the above actions.
3.1 Our Friendly 30-Day Return Policy
If for any reason, within 30 days from date of purchase, you are not completely satisfied with your phone, we will refund the first month’s service charge and the cost of the phone, plus applicable taxes if:

- You have used less than 30 minutes.
- You return the phone in “like new” condition, as determined by GreatCall, in the original box with all components and materials.

The activation fee and shipping charges are not refundable.
If you have used more than 30 minutes within 30 days from the date of purchase, and did not exceed your plan minutes then we will:

- Retain your monthly service charge; or
- $0.35 per minute for each additional minute over 30 minutes; whichever is less.

If you have used more than 30 minutes within 30 days from the date of purchase, and did exceed your plan minutes then we will retain your monthly service charge plus $0.35 per minute for each additional minute over your plan minutes.

Return Information:

- Please call our Customer Service Department at 1-800-733-6632, 24 hours a day, 7 days a week, to cancel your account and obtain a return authorization number. If your phone was purchased from a retail store, it must be returned to that store and is subject to the retailer’s return policy.
- Approved returns must be shipped back at the customer’s expense in the original packaging.
- Refunds, if applicable, will be processed back to the party that paid in the same manner that payment was received. Please allow 21 business days for processing.
3.2 Service Cancellation
If for any reason you are not completely satisfied with your service and you wish to cancel, you’ll be able to do so as described below. However, if you have purchased any Add-On Minutes, they are not refundable and these minutes will expire after your last bill.

You will receive a final bill that will detail all the charges and credits on your account.

If you wish to cancel your service before the end of a given month, you’ll be responsible for any account charges and overages through the date of your final bill. If you have purchased any Add-On Minutes, they are not refundable and these minutes will expire after your final bill.

Although cancellations are effective immediately, we don’t bill for partial months; therefore, you’ll be charged for the entire month.

4. Charges And Fees
There is a fee associated with beginning your service and there may be a fee associated with reactivating your service. Usage charges vary depending on where, when and how you call, including toll-free and Operator-assisted calls. Additional features and services, such as Operator assistance, may have extra charges.

4.1 Roaming And Long Distance Charges
There are no long distance or roaming charges for any calls made within the domestic U.S. There may be additional charges for international calls and texts.

4.2 International Rates
When calling from the domestic U.S. to other countries, or when calling from outside of the domestic U.S., additional international calling rates will apply.
4.3 Taxes, Fees And Assessments
We are required by law to charge you certain taxes, surcharges and assessments that will be included on your bill. You are responsible for paying all taxes, surcharges and assessments associated with your GreatCall products and services. These may change from time to time, and we may not be able to give you advance notice about how these changes may affect you. Except as prohibited by law, we may also, at our discretion, require you to pay regulatory and administrative fees to recover our costs of complying with regulatory mandates and Universal Service fees or similarly imposed charges. Any customer who is eligible for an exemption from any tax or fee must provide us with a verifiable, valid and properly executed tax-exempt certificate. Any tax exemption applies only after the date we receive the certificate from you and have verified your eligibility for the exemption.

4.4 How We Calculate Your Bill
Your bill is our notice to you of your fees, charges and other important information. It reflects the fees and charges in effect for your service plan at the time they are incurred. We charge for usage after calls are made or received and charge access and other fees in advance. The length of a call will be rounded up to the next full minute. Charges start when you’re connected to an outgoing or incoming call and end after you hang up your phone, the other party on your call hangs up, or the call ends through disconnection. We only bill for calls that connect, including calls answered by machines. Standard usage charges apply to toll-free calls. There may be additional usage charges for credit card or third party Operator-assisted calls, which may be required in certain areas. You will incur usage charges at a minimum rate of $0.35 per minute if you exceed your service plan minutes. Billing for usage and related charges may sometimes be delayed. Delayed usage charges may be applied in the month they appear on your bill against minutes included in your service plan for that month, rather than against the included minutes for the month when you actually made or received the call. This may result in charges higher than you’d expect in the later month.
4.5 Payments, Deposits, Credit Cards, And Checks
Payment is due in full as stated on your bill. IF WE DON’T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS WE HAVE ON FILE FOR YOU AT THE TIME, CHARGE YOU A LATE FEE UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY) OR A FLAT $5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. WE MAY ALSO CHARGE YOU FOR ANY COLLECTION AGENCY FEES BILLED TO US FOR TRYING TO COLLECT FROM YOU. SHOULD WE NOT RECEIVE YOUR LATE PAYMENT, WE MAY SUSPEND YOUR SERVICE UNTIL PAID IN FULL. WE RESERVE THE RIGHT TO CHARGE A REASONABLE RECONNECTION FEE. IF YOUR ACCOUNT REMAINS UNPAID, WE WILL CANCEL SERVICE FOR NON-PAYMENT. We reserve the right to require recurring credit card billing for certain products or services. We also reserve the right to require an advance deposit (or an increased deposit) from you based on your payment history and changes in your plan and/or the frequency of use of our services. We’ll pay simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments, or repayments in any order to any amounts you owe us on your account(s). You can’t use a deposit to pay any bill unless we agree. We will not honor limiting notations you make on or with your checks. We may charge you up to $25 for any returned check or denied credit card charges, depending on applicable law.

5. Service Subject To Change
Your service is dependent upon our business requirements, including policies, practices and procedures, which we can change without notice. Unless otherwise prohibited by law, we can also change prices and any other conditions in this agreement at any time by sending you written notice prior to the billing period in which the changes would go into effect. If you choose to use your service after that point, you’re accepting the changes. If the changes have a material adverse effect on you, however, you can end the affected service, without any early cancellation fee, just by calling us within 60 days after we send notice of the change.
6. Rights In Numbers And Electronic Addresses We Assign To You
You do not have any rights in the personal identification number, email address or identifier we assign to you. The same is true for your wireless phone numbers, except for your right to transfer it. In the event we need to change or reassign them, we’ll let you know. Please know that your wireless phone number and/or name may appear when you call someone. We rely on this feature to provide services you enjoy.

7. Transferring Or “Porting” Phone Numbers
You may be able to transfer or “port” your phone number from us to another carrier or service provider. We cannot guarantee that this transfer will be successful. If you request that another service provider transfer or “port” your phone number, we will treat this request in the same manner as a request to cancel your GreatCall service. When the transfer is complete you will be responsible for all the terms of cancellation described in Section 3 of this agreement. We may not be able to provide you with some services, such as 9-1-1 location services, while we implement the transfer.

8. Availability Of Service
Wireless phones use radio transmissions to access service. Therefore, we can’t provide service when your wireless phone is out of range of our provider’s transmission site or if sufficient network capacity is not available. You may not receive service in certain places, particularly in remote areas, with no service at all. Weather, topography, buildings, your wireless phone and other conditions that are outside of our control may also cause dropped calls or other problems with your service.
9. Suspending Service If Your Phone Is Lost Or Stolen
Please notify us immediately if someone steals your phone or you lose it. We’ll be happy to provide a courtesy suspension of service for 30 days or until you choose to replace or recover your phone – whichever comes first – if you haven’t received a courtesy of this kind within the prior year. Until we provide a courtesy suspension, you’ll be responsible for all fees and charges, including those related to the use of services, even if used by another party. We may require a sworn statement about the loss or theft.

10. Our Rights To Limit/End Service Or This Agreement
You agree not to resell our service to someone else without prior written permission from GreatCall. You also agree that your wireless phone won’t be used for any purpose that is illegal, isn’t allowed by this agreement or by your User Guide. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR VIOLATING THIS AGREEMENT OR FOR ANY OTHER GOOD CAUSE, INCLUDING, BUT NOT LIMITED TO:

a. Two or more late payments in a 12-month period.
b. Incurring charges greater than your required deposit or billing limit (even if we haven’t yet billed the charges) if you are unwilling to increase your deposit with us.
c. Incurring charges materially in excess of your monthly access charge (even if we haven’t yet billed the charges).
d. Harassing our employees or agents.
e. Lying to us.
f. Interfering with our operations.
g. Becoming insolvent or going bankrupt.
h. Breaching this agreement.
i. “Spamming,” or other abusive messaging or calling.
j. Modifying your phone from the manufacturer’s specifications.
k. Providing credit information we can’t verify.
l. Using your service in a way that adversely affects other customers.
m. Allowing anyone to tamper with your GreatCall number.

We can also temporarily limit your service for any operational or governmental reason.

11. Your Privacy
You agree to the terms of our Privacy Policy, available on our website at www.GreatCall.com/privacypolicy, when you use our services. It may change from time to time, so please review this policy with regularity and care. Among other things, the policy outlines the information we collect about you, how we use that information and with whom we share that information. For example, it may be used to provide certain services, to protect our rights and interests, to respond to legal process or to facilitate a merger. We may also monitor or record your calls with GreatCall representatives to ensure the quality of our services and for other lawful purposes. If you don’t agree with the terms of our Privacy Policy, do not purchase a GreatCall phone or use GreatCall services.

12. Disclaimer Of Warranties
WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR PHONE. WE CAN’T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON’T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN’T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

13. Indemnification
You agree to indemnify, defend and hold GreatCall harmless from any claims arising out of use of the phone or service, breach of this agreement or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your phone or service.
14. Waivers And Limitations Of Liability
UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ONE OF OUR SUPPLIERS, TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR SUCH CLAIM. You agree we aren’t liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we don’t control. You also agree GreatCall is not liable for missed VoiceMail(s), or deletions of VoiceMail(s) from your VoiceMail box (if you have one), even if you’ve saved them.

15. Handling Disputes With GreatCall
ANY CLAIM OR DISPUTE BETWEEN YOU AND GREATCALL IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO YOU, INCLUDING ANY BILLING DISPUTES (CLAIM), SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). THIS AGREEMENT TO ARBITRATE ALSO REQUIRES YOU TO ARBITRATE CLAIMS AGAINST OTHER PARTIES RELATING TO SERVICES OR PRODUCTS PROVIDED OR BILLED TO YOU, INCLUDING SUPPLIERS OF SERVICES AND PRODUCTS AND OUR RETAIL DEALERS, IF YOU ALSO ASSERT CLAIMS AGAINST US IN THE SAME PROCEEDING. YOU AND WE ACKNOWLEDGE THAT THE AGREEMENT AFFECTS INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO ARBITRATIONS UNDER THE AGREEMENT. BEFORE INSTITUTING ARBITRATION, YOU AGREE TO PROVIDE US WITH AN OPPORTUNITY TO RESOLVE YOUR CLAIM BY SENDING A WRITTEN DESCRIPTION OF YOUR CLAIM TO US AT: GREATCALL, P.O. BOX 4428, CARLSBAD, CA 92018, AND NEGOTIATING WITH US IN GOOD FAITH.
REGARDING YOUR CLAIM. IF WE ARE NOT ABLE TO RESOLVE YOUR CLAIM WITHIN 30 DAYS OF RECEIPT OF YOUR NOTICE, THEN YOU OR WE, INSTEAD OF SUING IN COURT, MAY INITIATE ARBITRATION PROCEEDINGS WITH THE AAA. ARBITRATION WILL BE CONDUCTED UNDER THE AAA’S PUBLISHED WIRELESS INDUSTRY ARBITRATION RULES AND SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEB SITE AT WWW.ADR.ORG. THE AAA HAS A FEE SCHEDULE FOR ARBITRATIONS. YOU WILL PAY YOUR SHARE OF THE ARBITRATOR’S FEES AND ADMINISTRATIVE EXPENSES (“FEES AND EXPENSES”) EXCEPT THAT:

(A) FOR CLAIMS LESS THAN $25, WE WILL PAY ALL FEES AND EXPENSES; AND

(B) FOR CLAIMS BETWEEN $25 AND $1,000, YOU WILL PAY ONLY $25 IN FEES AND EXPENSES, OR ANY LESSER AMOUNT AS PROVIDED UNDER AAA’S SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES. YOU AND WE AGREE TO PAY OUR OWN OTHER FEES, COSTS, AND EXPENSES, INCLUDING THOSE FOR ANY ATTORNEYS, EXPERTS, AND WITNESSES. AN ARBITRATOR MAY ONLY AWARD AS MUCH AND THE TYPE OF RELIEF AS A COURT WITH JURISDICTION IN THE PLACE OF ARBITRATION THAT IS CONSISTENT WITH LAW AND THIS AGREEMENT. AN ARBITRATOR MAY ISSUE INJUNCTIVE OR DECLARATORY RELIEF BUT ONLY APPLYING TO YOU AND US AND NOT TO ANY OTHER CUSTOMER OR THIRD PARTY. AS A LIMITED EXCEPTION TO THE AGREEMENT TO ARBITRATE, YOU AND WE AGREE THAT:

(A) YOU MAY MAKE CLAIMS TO SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY FOR HEARING BY SUCH COURT; AND

(B) IF YOU FAIL TO TIMELY PAY AMOUNTS DUE, WE MAY ASSIGN YOUR ACCOUNT FOR COLLECTION, AND THE COLLECTION AGENCY MAY PURSUE IN COURT CLAIMS LIMITED STRICTLY TO THE COLLECTION OF THE PAST DUE DEBT AND ANY INTEREST OR COST OF COLLECTION AGREEMENT. AS PERMITTED BY LAW, OR WHETHER CLASS ACTION
IN COURT, WAIVER SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DETERMINES IN A CLAIM BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THE ARBITRATION AGREEMENT WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT. JURY TRIAL WAIVER, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN YOU AND US.

16. About You
You represent that you’re at least 18 years old and have the legal capacity to accept this agreement. If you are ordering for a friend or a member of your family, you are bound by the terms of this agreement, unless and until, your friend or family member has agreed to the terms of this agreement. If you’re ordering for a company, you’re representing that you are authorized to bind the company to the terms of this agreement, where the context “you” means the company.

17. About This Agreement
If either of us waives or doesn’t enforce a requirement under this agreement in an instance, we don’t waive our right to later enforce that requirement. You can’t assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. Notices are considered delivered when we send them by email or fax to any email or fax number you’ve provided to us, or three days after mailing to the most current billing address we have on file for you, if by us, or to the Customer Service address on your most recent bill. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents
to which it refers form the entire agreement between us on their subjects. You can’t rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this agreement, except as specifically provided by law. This agreement isn’t for the benefit of any third party except our parents, affiliates, subsidiaries, agents and predecessors/successors in interest. Except to the extent we’ve agreed otherwise in the provisions on late fees and arbitration, this agreement and disputes covered by it are governed by the laws of the state of California, without regard to the conflicts of the laws or rules of that state.

18. Additional Terms For Text Messaging
The message rates that we charge depend on the GreatCall service plan that you selected. You will incur message charges when you send or receive a message, whether the message has been read or unread, viewed or unviewed, solicited or unsolicited. GreatCall does not guarantee that messages will be received. We are not responsible for lost or misdirected messages.