



## Sprint 1 Million Project Hot Spot Use Parent/Guardian Agreement

(Please complete one form for each participating student)



Parent/Guardian Name \_\_\_\_\_  
(First) (Last)

Student Name \_\_\_\_\_  
(First) (Last)

Student DOB \_\_\_\_\_ Student Grade \_\_\_\_\_ Student ID \_\_\_\_\_

I give permission for \_\_\_\_\_ to participate in the Sprint 1 Million Project (the Project). The Project provides free hot spot devices, enabling internet access to students without current in-home connectivity.

**I certify that my student does not have internet access in the home, and that the Project will be the sole source of my student's in-home internet access.** A lack of home internet access means: a.) no internet access in the home, b.) multiple students in the household with access to a single computer, or c.) dial up internet at home.

I understand that my student will receive a device along with access to the internet for academic purposes. I understand that Sprint, the Project and/or Denver Public Schools may collect data concerning my student and/or monitor my student's usage of any device provided through the Project. I understand that Sprint's use of my student's personal information is governed by Sprint's Privacy Policy (available at [www.sprint.com/privacy](http://www.sprint.com/privacy)) and that my student's use of any devices must comply with Sprint's Acceptable Use Policy ([www.sprint.com/en/legal/acceptable-use-policy](http://www.sprint.com/en/legal/acceptable-use-policy)). I understand that my student must comply with the school's *MyTech Devices and Network Resources Agreement*. I further understand that the device(s) supplied to my Student may be collected, the internet services may be suspended, or the Project as a whole may be suspended at any time with or without notice and that neither Sprint nor Denver Public Schools will have any continuing obligation to provide devices, internet service or other benefits of the Project on an ongoing basis.

I waive any and all claims against Sprint; Sprint Prepaid; the Sprint Foundation; Denver Public Schools; or its elected board members, employees, agents and contractors (collectively, the Project Providers) related to the Sprint 1 Million Project. My waiver includes, but is not limited to, any claims related to the Project Providers' data collection and device usage monitoring practices; the Project Providers' use of my student's personal information gathered via the Project, whether or not stored on devices supplied through the Project; unauthorized third party access, alteration or theft of my student's information, files or programs stored on any devices supplied through the Project; my student's ability or inability to access particular content through any devices supplied through the Project; my student's ability or inability to access content at particular speeds (e.g., 4G).

The 1 Million Project has my permission to use my student's photograph publically to promote the Project. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation will become payable to me by reason of such use.

I certify that all the information on this form is correct, and that I have the authority to provide this consent.

\_\_\_\_\_  
Parent/Guardian Signature

## ADDENDUM A – DEVICE MANAGEMENT POLICY

This **Device Management Policy** is applicable to Sprint devices and network resources provided to the Student by DPS. The terms and conditions set forth in this **Device Management Policy** are intended to augment – and not replace -- the terms and conditions set forth in the **Student and Parent/Guardian Agreement for Use of MyTech Devices and Network Resources Agreement** (the “Agreement”). To the extent that there is a conflict between the **Device Management Policy** and the **Agreement**, the **Device Management Policy** shall control.

Parents and Student agree to and abide by the following terms and conditions:

**A.** Your Wireless Services is provided by Sprint Forward ([www.prepaid.sprint.com](http://www.prepaid.sprint.com)). The rules below govern your use of the Sprint Forward service. You can buy a Refill for your account by purchasing a Sprint Forward Refill card, using a credit or debit card online, or by visiting a Sprint store. Once you apply funds to your account, you can buy a data pack online at [sprint.com/prepaid](http://sprint.com/prepaid) by clicking on Plans and then Additional Services. Please note that not all plans/offers are available for Students in the 1Million Project. Neither service charges nor account balances are refunded or prorated if service is terminated or modified. State, local sales taxes and fees may apply when adding funds to accounts. Sprint will not credit or refund your account based on any changes you make in your Services.

**B.** Service can be suspended or terminated at any time for any or no reason. For example, Sprint can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with Sprint’s operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and incorporated Policies; (f) breaching, failing to follow, or abusing the Agreement or incorporated Policies; (g) modifying a device from its manufacturer specifications (for example, rooting the device); or (h) if Sprint believes the action protects our interests, any customer’s interests, or Sprint’s networks.

**C.** Don’t use Sprint Services to damage or adversely affect any of Sprint’s other customers or Sprint’s reputation, networks, property, or Services. You cannot in any manner resell the Services to another party. Sprint can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services.

**D.** Sprint’s Privacy Policy is available at [sprint.com/privacy](http://sprint.com/privacy). The Privacy Policy governs Sprint’s use and disclosure of your personal information, and explains your information choices. Sprint may update the Privacy Policy from time to time and encourage you to review it frequently. When you use third party applications, your use is subject to the third party’s terms and conditions and policies, including its privacy policy. Your third-party applications may access, collect, use, or disclose your personal information or require us to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you use third-party applications, you agree and authorize Sprint to provide information related to your use of the Services or the application(s).

**E.** Sprint’s networks generally know the location of your device when it is outdoors and/or turned on. By using various technologies to locate your device, Sprint can provide enhanced emergency 9-1-1 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your device’s location information and use of location-enabled services.

**F.** You will be able to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials (“Data Content”) or send Data Content elsewhere using Sprint’s Services and your device. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.). Sprint makes absolutely no guarantees about the Data Content that you access on your device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You’re solely responsible for evaluating the Data Content accessed by you or anyone through your Services. Data Content from third parties may also harm your device or its software. Sprint is not responsible for any Data Content. Sprint is not responsible for any damage caused by any Data Content that you access through your Services, that you load on your device, or that you request that our representatives access or load on your device. Sprint may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If Sprint provides you storage for Data Content that you have purchased, then it may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a device, transmitted over Sprint’s networks, or stored by Sprint Forward may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by Sprint’s vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content. You acknowledge that Sprint may employ methods, technologies, or procedures to filter or block messages, filter “spam”, or prevent “hacking,” “viruses,” or other potential harms without regard to any preference you may have communicated to us.

**G.** You can’t use Sprint’s data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as Sprint determines in its sole discretion. Sprint reserves the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks’ performance or hinders access to our networks.

**H.** When making 9-1-1 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 9-1-1 operators may not know your phone number, your location, or the location of your device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 9-1-1 service (“E9-1-1”)—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E9-1-1 does not always provide accurate location information. If your device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some devices have a safety feature that prevents use of the keypad after dialing 9-1-1—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.



**I.** UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, NEITHER THE 1MILLION PROJECT FOUNDATION NOR SPRINT MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). NEITHER THE 1MILLION PROJECT FOUNDATION, NOR SPRINT PROMISES UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF. THE 1MILLION PROJECT FOUNDATION AND SPRINT, AS APPLICABLE, PROVIDE ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

**J.** You agree that neither the 1Million Project Foundation, nor Sprint nor any parent, subsidiary, or affiliate companies, nor their vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to Sprint Services; (d) Data Content or information accessed while using Sprint Services; (e) an interruption or failure in accessing or attempting to access emergency services from a device, including through 9-1-1, Enhanced 9-1-1 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your device or any computer or equipment connected to your device, or damage to or loss of any information stored on your device, computer, equipment, or Sprint Forward storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond Sprint's control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your device, computer, or equipment and to backup your information stored on each device.

**K.** TO THE EXTENT ALLOWED BY LAW, THE 1MILLION PROJECT FOUNDATION AND SPRINT'S LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES, IF ANY, ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE SPRINT OR THE 1MILLION PROJECT FOUNDATION LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT DEVICES AND SERVICES.

**L. If you choose to add Services with a Sprint Forward Refill card:** Refilling your account is covered in detail at [sprint.com/prepaid](https://sprint.com/prepaid).

**(1) How Sprint Charges Data Usage:** Depending on your Service, you may be charged for data usage. Unless Sprint specifically tells you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your device is connected to Sprint's data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

**(2) Establishing an Account Balance.** Information on how you can establish and maintain an account balance is available at [sprint.com/prepaid](https://sprint.com/prepaid) or through Sprint Forward Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.