Device Management Policy

The Everett Public Schools Device Management Policy requires students who are issued a Sprint device to abide by the following terms.

A. Your device and Wireless Services are provided by Sprint. The rules below govern your use of the Sprint device and service.

B. Service can be suspended or terminated at any time for any reason. For example, Sprint can suspend or terminate any Service for the following: (a) harassing/threatening/abusing/offending our employees or agents; (b) providing false or inaccurate information; (c) interfering with our operations; (d) using/suspected of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (e) breaching, failing to follow, or abusing the Agreement or Policies; (f) modifying a Device from its manufacturer specifications (for example, rooting the device); or (g) if Sprint believes the action protects their interests, any customer's interests, or their networks.

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

D. Sprint's Privacy Policy is available at sprint.com/privacy. The Privacy Policy governs Sprint's use and disclosure of your personal information, and explains your information choices. Sprint may update their 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 Sprint 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 911 services and optional location enabled services provided by Sprint 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 Sprint or their vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, 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 Sprint's representative 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 Sprint 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 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 them.

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 their sole discretion. Sprint reserves the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts their networks' performance or hinders access to their networks.

H. When making 911 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.), 911
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 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 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 911—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, SPRINT MAKES NO 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). SPRINT DOESN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DOESN'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

J. You agree that neither Sprint nor our parent, subsidiary, or affiliate companies, nor our 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 our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 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 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 our 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.

K. TO THE EXTENT ALLOWED BY LAW, OUR 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 ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES IS SPRINT 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.