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July 2, 2012

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: T-Mobile USA Inc. Eligible Telecommunications Carrier Annual Report and Certifications (Kentucky)
WC Docket No. 10-90

Dear Ms. Dortch:

On behalf of T-Mobile USA, Inc. ("T-Mobile") and pursuant to Section 54.313 of the Commission's rules,[1] enclosed please find the redacted, public version of T-Mobile's Eligible Telecommunications Carrier Annual Report and Certifications ("Annual Report") relating to its designation as an eligible telecommunications carrier in certain areas in Kentucky. A confidential version of the Annual Report also is being submitted to your office under separate cover, including a request for confidential treatment pursuant to Section 0.459 of the Commission's rules, and to the administrator of the universal service fund.[2]

If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,

/s/ Jennifer L. Kostyu

Jennifer L. Kostyu
Counsel to T-Mobile USA, Inc.

Enclosures

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[1] 47 C.F.R. § 54.313.

[2] *Id.* § 0.459.

T-MOBILE USA, INC. ELIGIBLE TELECOMMUNICATIONS CARRIER ANNUAL REPORT AND CERTIFICATIONS

Filed Pursuant To:
47 C.F.R. § 54.313
WC Docket No. 10-90

July 2, 2012

T-Mobile USA, Inc., parent company to T-Mobile Central LLC and Powertel/Memphis, Inc., wholly-owned subsidiaries of T-Mobile USA, Inc. (collectively referred to and doing business as "T-Mobile") hereby submits its Annual Report and Certifications ("Annual Report"), pursuant to 47 C.F.R. § 54.313 on behalf of its Eligible Telecommunications Carrier ("ETC") designation in Kentucky for Universal Service Administrative Company ("USAC") assigned study area code 269024.[1]

On October 27, 2011, the Federal Communications Commission ("Commission") adopted broad changes to certain Universal Service Fund mechanisms, including modifications to the requirements for ETC reporting and recertification.[2] In the *USF/ICC Transformation Order,* the Commission adopted new annual reporting requirements for ETCs.[3] The Commission also delegated to the Wireline Competition Bureau and the Wireless Telecommunications Bureau ("Bureaus") the authority to revise and clarify rules as necessary to ensure that the reforms adopted in the *USF/ICC Transformation Order* were properly reflected in the rules. Thereafter, on February 3, 2012, the Bureaus released an Order clarifying certain reporting requirements, including those specifically

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[1] In the Matter of Petition of T-Mobile Central LLC and PowerTel/Memphis, Inc. for Designation as Eligible Telecommunications Carriers Pursuant to Section 214(e)(2) of the Communications Act of 1934, *Order*, Public Service Commission of the Common Wealth of Kentucky ("Kentucky Commission"), Case No. 2010-00050 (entered July 14, 2010) ("*Designating Order*").
[2] *See Connect America Fund*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663 (2011) ("*USF/ICC Transformation Order*").
[3] *See* 47 C.F.R. § 54.313.

related to ETCs that are subject to state commission authority.[4] The Bureaus noted that they would provide impacted ETCs sufficient time to file the annual reports after the FCC obtained approval for the information collection from the Office of Management and Budget under the Paperwork Reduction Act. On May 8, 2012, the Wireline Competition Bureau notified carriers that the annual reports for 2011 would be due on July 2, 2012.[5] Accordingly, this annual report and the certifications contained herein and attached comply with the new reporting requirements found in 47 C.F.R. § 54.313, which reflect the rule changes adopted in the *USF/ICC Transformation Order* and the *Clarifying Order*.

1. Service Area

In the *Designating Order*, the Kentucky Commission designated T-Mobile as an ETC, pursuant to 47 U.S.C. § 214(e)(2), in certain non-rural telephone company wire centers and rural telephone company study areas in Kentucky for purposes of receiving federal universal service support. Attached as Exhibit A is a list of the non-rural telephone company wire centers and rural telephone company study areas included in T-Mobile's ETC service area in Kentucky.

2. Kentucky Reporting Requirements

The Bureaus concluded in the *Clarifying Order* that if state-designated ETCs are required to report to the state commission some or all of the information required in the newly adopted Section 54.313(a)(2) – (a)(6), the ETCs also should file a copy of that

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[4] *See Connect America Fund*, Order, 27 FCC Rcd 605, 606-08 (WCB & WTB, 2012) ("*Clarifying Order*").

[5] *See* Wireline Competition Bureau Announces Filing Deadline of July 2, 2012 for Eligible Telecommunications Carriers to File Reports Pursuant to Section 54.313(a)(2) through (a)(6) and (h) of the Commission's Rules, *Public Notice*, DA 12-829, (released May 8, 2012) ("*Annual Report PN*").

information with the Commission in 2012.[6] T-Mobile is required to provide the following information to the Kentucky Commission and therefore is providing a copy to the Commission, consistent with the *Clarifying Order*.

a. Unfulfilled Requests For Service

47 C.F.R. § 54.313(a)(3) requires ETCs to submit the number of requests for service from potential customers within the ETCs' service areas that were unfulfilled during the prior calendar year, and an explanation of how the ETC attempted to provide service to those potential customers. T-Mobile includes as Confidential Exhibit B its unfulfilled service request report for 2011.

b. Complaints Per 1,000 Connections

47 C.F.R. § 54.313(a)(4) requires ETCs to submit the number of complaints per 1,000 connections. The number of complaints per 1,000 connections T-Mobile addressed for the period of January through December 2011 is identified in Confidential Exhibit C. These complaints include formal complaints filed with T-Mobile and outside agencies, such as the Commission, the Kentucky Commission, the Office of the Attorney General, and the Better Business Bureau in the state of Kentucky.

3. Annual Report Certifications

47 C.F.R. § 54.313 requires ETCs to include certain certifications in their annual report. Each certification that T-Mobile is required to make is discussed in detail below, and T-Mobile's certification to each requirement is included as Exhibit D.

a. Service Quality Certification

47 C.F.R. § 54.313(a)(5) requires ETCs to certify that they are complying with applicable service quality standards and consumer protection rules. T-Mobile is a

[6] *See Clarifying Order*, 27 FCC Rcd at 608.

signatory to CTIA-The Wireless Association's® Consumer Code for Wireless Service, which is the applicable service quality and consumer protection standard for wireless carriers. T-Mobile has been consistently certified by CTIA-The Wireless Association® as being compliant with this code since 2003. T-Mobile was most recently re-certified by CTIA-The Wireless Association® as being compliant with this code on October 7, 2011. A copy of T-Mobile's most recent letter confirming its certification from CTIA-The Wireless Association® is attached as Exhibit E.

By the attached certification, T-Mobile hereby certifies that it complies with applicable service quality standards and consumer protection rules. [7]

b. Ability To Remain Functional In Emergency Situations Certification

47 C.F.R. § 54.313(a)(6) requires ETCs to certify that they are able to function in emergency situations as set forth in 47 C.F.R. § 54.202(a)(2). T-Mobile is able to function in emergency situations and demonstrates "that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."[8] In particular, T-Mobile has the following capabilities to remain functional in emergency situations:

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[7] *See* CTIA-The Wireless Association's® Consumer Code for Wireless Service, *available at* http://files.ctia.org/pdf/The_Code.pdf. Signatories to the CTIA Consumer Code agree to: (1) disclose rates and terms of service to consumers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6); separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; (10) abide by policies for protection of customer privacy; and (11) provide consumers with free notifications for voice, data, and messaging usage, and international usage.
[8] 47 C.F.R. § 54.202(a)(2).

- Availability of fixed and portable back-up power generators at various network locations throughout T-Mobile's network that can be deployed in emergency situations.
- Ability to reroute traffic around damaged or out-of-service facilities through the deployment of cell-on-wheels ("COWs"), redundant facilities, and dynamic rerouting of traffic over alternate facilities.
- A network control center that monitors network traffic and anticipates traffic spikes, and can then: (i) deploy network facilities to accommodate capacity needs; (ii) change call routing translations; and (iii) deploy COWs to temporarily meet traffic needs until longer-term solutions, such as additional capacity and antenna towers, can be deployed.
- In the limited instances where T-Mobile has sites not equipped with fixed generators, the majority have battery back-up systems installed to maintain service in the event of a widespread power outage.

By the attached certification, T-Mobile hereby certifies that it is able to function in emergency situations.

4. Price Offerings

47 C.F.R. § 54.313(a)(7) requires ETCs to provide their price offerings in a format as specified by the Wireline Competition Bureau ("WCB"). T-Mobile makes available several different rate plans with varying amounts of intra and interstate usage,

variant calling services and different calling areas, in addition to offerings that include additional services. The WCB has not yet provided guidance regarding the specific format of the pricing data, therefore, T-Mobile includes details regarding some of its currently offered rate plans, which is attached as Exhibit F. T-Mobile commits to amend this list to comply with any later WCB guidance to the extent required or requested to do so.

5. Entity Affiliation

47 C.F.R. § 54.313(a)(8) requires ETCs to identify any holding company, operating companies, affiliates, and any branding, as well as universal service identifiers for each such entity by Study Area Codes, as that term is used by the Administrator. T-Mobile Central LLC and Powertel/Memphis, Inc. are wholly-owned subsidiaries and operating entities of T-Mobile, with USAC assigned study area code 269024 to represent its service area in Kentucky. T-Mobile Central LLC and Powertel/Memphis, Inc. provide service under the T-Mobile brand name.

6. Other Reporting Requirements Not Applicable in 2012

47 C.F.R. § 54.313 also identifies other reporting requirements, but the Commission has concluded that certain reporting requirements may not be applicable in 2012 for various reasons. Included below are the reporting requirements that are not applicable to T-Mobile in 2012.

a. Service Improvement Plan

47 C.F.R. § 54.313(a)(1) requires ETCs to submit a progress report on its five-year service quality improvement plan ("SIP") filed pursuant to 47 C.F.R. §54.202(a), including maps detailing its progress towards meeting its plan targets, an explanation of

how much universal service support was received and how it was used to improve service quality, coverage, or capacity, and an explanation regarding any network improvement targets that have not been fulfilled in the prior calendar year. Pursuant to the *Clarifying Order*, state-designated ETCs need not file progress reports on their SIPs in 2012.[9] T-Mobile will provide a copy of its progress report on its SIP to the Commission in 2013, consistent with the *Clarifying Order* and any later guidance provided by the Commission.

b. Network Outages

47 C.F.R. § 54.313(a)(5) requires ETCs to submit detailed information on any outage in the prior calendar year that meets certain thresholds. The Commission concluded in the *Clarifying Order* that state-designated ETCs were not required to submit network outage information to the Commission in 2012 if it did not already report the information to the state commission. T-Mobile is not required to submit this information to the Kentucky Commission and therefore the information is not required to be included in this 2012 annual report. T-Mobile will include a report on network outages in its 2013 annual report, consistent with the *Clarifying Order* and any later guidance provided by the Commission.

c. Tribal Lands

47 C.F.R. § 54.313(a)(9) requires ETCs to demonstrate coordination with any federally recognized Tribes that are within its designated service area by providing specific documents and information. T-Mobile's ETC service area in Kentucky does not include any federally recognized tribal lands and therefore 47 C.F.R. § 54.313(a)(9) is not applicable.

[9] *See Clarifying Order*, 27 FCC Rcd at 607.

CONCLUSION

Based on the foregoing information, T-Mobile respectfully requests the Commission accept its 2012 Annual Report for receipt of high-cost federal universal service support in accordance with 47 C.F.R. § 54.313, find that T-Mobile is in compliance with the same, and certify that T-Mobile is eligible to receive high-cost federal universal service support.

RESPECTFULLY SUBMITTED,

T-MOBILE USA, INC.

By: _____

H. Skip Cornett
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000 (tel)

July 2, 2012

EXHIBITS TO ANNUAL REPORT

Exhibit A:	List of the Non-Rural and Rural Telephone Company Areas Included in T-Mobile's ETC Service Areas
Exhibit B (Confidential):	Unfulfilled Requests For Service
Exhibit C (Confidential):	Complaints Per 1,000 Connections
Exhibit D:	Certifications
Exhibit E:	CTIA – The Wireless Association Confirmation Letter
Exhibit F:	T-Mobile Rate Plans

EXHIBIT A

LIST OF THE NON-RURAL AND RURAL TELEPHONE COMPANY AREAS INCLUDED IN T-MOBILE'S ETC SERVICE AREAS

NON-RURAL TELEPHONE COMPANY WIRE CENTERS SERVED IN THEIR ENTIRETY		
Company Name	Study Area Code	Wire Center (CLLI Code)
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	ALBYKYXA
		ASLDKYXA
		BEREKYXA
		BRSDKYXA
		BRVLKYXA
		BSVLKYXA
		BTVLKYXA
		CECLKYXA
		CLMAKYXA
		CMVLKYXA
		CTBGKYXA
		EWNGKYXA
		EZTWKYXA
		FMBGKYXA
		FMBGKYXA
		GLSGKYXA
		GNBGKYXB
		GNUPKYXA
		GRSNKYXA
		GYSNKYXA
		HGVLKYXA
		HLBOKYXA
		HTVLKYXE
		HZRDKYXA
		LBNNKYXA
		LBRTKYXA
		LNCSKYXA
		LRTTKYXA
		LTFDKYXA
		LXTNKYUK
		LXTNKYXA
		LXTNKYXB
		LXTNKYXC
		LXTNKYXD
		LXTNKYXE

		LXTNKYXF
		LXTNKYXG
		MDWYKYXA
		MEDSKYXA
		MNTIKYXA
		MRHDKYXA
		NANCKYXA
		NCVLKYXA
		OLHLKYXA
		OWVLKYXA
		PNLCKYXE
		RSSLKYXB
		SCVLKYXA
		SHBGKYXA
		SHDNKYXA
		SLLCKYXA
		SMRTKYXA
		SSHRKYXA
		TLBOKYXA
		TMVLKYXA
		VICCKYXA
		VNBGKYXA
		VRSLKYXA
		WLMRKYXA
CINCINNATI BELL, INC.	265061	ALXNKYAL
		BTLRKYBR
		BURLKYBN
		CRTDKYCT
		CVTNKYCN
		FLRNKYFL
		FTTHKYFT
		GLCOKYGC
		INDPKYIN
		LKPKKYLP
		WLTNKYWL
		WLTWKYWT
		WRSWKYWR

BELLSOUTH-KY	265182	BDFRKYMA
		BGDDKYMA
		BLFDKYMA
		BNTNKYMA
		BRGNKYMA
		BRMNKYMA
		BRTWKYES
		BVDMKYMA
		BWLGKYMA
		CADZKYMA
		CHPLKYMA
		CLHNKYMA
		CMBGKYMA
		CNCYKYMA
		CNTWKYMA
		COTNKYMA
		CRBNKYMA
		CRBOKYMA
		CRTNKYMA
		CYDNKYMA
		CYNTKYMA
		DAVLKYMA
		DWSPKYES
		EDVLKYMA
		EKTNKYMA
		EMNNKYES
		EMNNKYPL
		ENSRKYMA
		ERTNKYMA
		FKLNKYMA
		FLTNKYMA
		FNVLKYMA
		FORDKYMA
		FRFTKYES
		FRFTKYMA
		GBVLKYMA
		GHNTKYMA

		GNVLKYMA
		GRACKYMA
		GRTWKYMA
		HABTKYMA
		HANSKYMA
		HBVLKYMA
		HDBGKYMA
		HNSNKYMA
		HPVLKYMA
		HRFRKYMA
		HRLNKYMA
		KKVLKYMA
		LBJTKYMA
		LGRNKYES
		LRBGKYMA
		LSVLKY26
		LSVLKYAN
		LSVLKYAP
		LSVLKYBE
		LSVLKYBR
		LSVLKYCW
		LSVLKYFC
		LSVLKYHA
		LSVLKYJT
		LSVLKYOA
		LSVLKYSH
		LSVLKYSL
		LSVLKYSM
		LSVLKYTS
		LSVLKYVS
		LSVLKYWE
		LVMRKYMA
		MACEKYMA
		MDVIKYMA
		MGTWKYMA
		MLTNKYMA
		MRGPKYMA

		MRRYKYMA
		MTEDKYMA
		MTSTKYMA
		MYFDKYMA
		NEBOKYMA
		NRVLKYMA
		OKGVKYES
		OWBOKYMA
		PARSKYMA
		PDCHKYIP
		PDCHKYLO
		PDCHKYMA
		PDCHKYRL
		PIVLKYMA
		PLRGKYMA
		PNTHKYMA
		PNVLKYMA
		PRBGKYES
		PRTNKYES
		RBRDKYMA
		RCMDKYMA
		RLVLKYMA
		RSTRKYES
		SDVLKYMA
		SEBRKYMA
		SHVLKYMA
		SLGHKYMA
		SLPHKYMA
		SLVSKYMA
		SPFDKYMA
		SRGHKYMA
		SSVLKYMA
		STCHKYMA
		STGRKYMA
		STNLKYMA
		TYVLKYMA
		WACOKYMA

		WDDYKYMA
		WLBGKYMA
		WLVLKYMA
		WNCHKYMA
		WSPNKYMA
RURAL TELEPHONE COMPANIES SERVED IN THEIR ENTIRETY		
Company Name	Study Area Code	Wire Center (CLLI Code)
BALLARD RURAL TELEPHONE COOP. CORP., INC.	260396	BNDNKYXA
		BRLWKYXA
		GAGEKYXA
		HETHKYXA
		KEVLKYXA
		LACTKYXA
		WCKLKYXA
BRANDENBURG TELEPHONE CO.	260398	BRBGKYXA
		BTTWKYXA
		CSTRKYXA
		IVTNKYXA
		NGRTKYXA
		PYVLKYXA
		RDCLKYXA
		VNGVKYXA
DUO COUNTY TELEPHONE COOPERATIVE, INC.	260401	BSVLKYXR
		FRPLKYXA
		JMTWKYXA
		RSSPKYXA
LOGAN TELEPHONE COOPERATIVE, INC.	260413	AIVLKYXE
		AUBNKYXA
		DNMRKYXA
		LGPTKYXA
		LWBGKYXL
		ROCHKYXA
NORTH CENTRAL TELEPHONE COOPERATIVE, INC. - KY	290573	SCVLKYXR
SOUTH CENTRAL RURAL TELEPHONE COOP. CORP, INC.	260418	BFLOKYXA
		CNMRKYXA
		CNTRKYXA

		CVCYKYXA
		EDTNKYXA
		FNRNKYXA
		GLSGKYXR
		GMLLKYXA
		HRCVKYXA
		HSVLKYXA
		LUCSKYXA
		MFVLKYXA
		MGNLKYXA
		SMSHKYXA
		TMHLKYXA
WEST KENTUCKY RURAL TELEPHONE COOP. CORP., INC.	260421	CNHMKYXA
		FLDLKY01
		FNFMKYXA
		FRNGKYXA
		FRTNKYXA
		HAZLKYXA
		HRDNKYXA
		KRKSKYXA
		LOWSKYXA
		LYGVKYXA
		LYVLKYXA
		NWCNKYXA
		SDLIKYXA
		WINGKYXA
		WPLNKYXA
WINDSTREAM KENTUCKY WEST, INC.	260402	MTWSKYXA
		SHPVKYXA
		ZNTNKYXA

EXHIBIT B

UNFULFILLED REQUESTS FOR SERVICE

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

EXHIBIT C

COMPLAINTS PER 1,000 CONNECTIONS

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

EXHIBIT D

CERTIFICATIONS

REDACTED FOR PUBLIC INSPECTION

T-MOBILE USA, INC.
ELIGIBLE TELECOMMUNICATIONS CARRIER
ANNUAL CERTIFICATION

I am H. Skip Cornett, Vice President of Tax for T-Mobile USA, Inc., which is the parent company of and controls T-Mobile Central LLC and Powertel/Memphis, Inc. On behalf of T-Mobile Central LLC and Powertel/Memphis, Inc. (collectively hereinafter "T-Mobile"), I submit this certification in support of T-Mobile's Annual Report and Certification as an Eligible Telecommunications Carrier pursuant to 47 C.F.R. § 54.313.

I certify that, to the best of my knowledge and belief, T-Mobile (1) complies with the applicable service quality standards and consumer protection rules (specifically, the CTIA-The Wireless Association's® Consumer Code for Wireless Service); and, (2) is able to function in emergency situations.

I am authorized to make this certification on behalf of T-Mobile.

Signed,

H Cornett

H. Skip Cornett
Vice President, Tax
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

STATE OF WASHINGTON
COUNTY OF KING

Acknowledged before me this 29th day of June, 2012, by H. Skip Cornett, as Vice President, Tax of T-Mobile USA, Inc., who is personally known to me or produced identification and who did take an oath.

DIANE MATTIS
NOTARY
PUBLIC
COMMISSION EXPIRES
5-29-14
STATE OF WASHINGTON

Diane Mattis

Notary Public

EXHIBIT E

CTIA – THE WIRELESS ASSOCIATION CONFIRMATION LETTER

REDACTED FOR PUBLIC INSPECTION

CTIA
The Wireless Association®

Expanding the Wireless Frontier

Steve Largent
President/CEO

October 7, 2011

Ms. Kelsey Joyce
Director of Legal Affairs
Marketing
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Dear Kelsey:

Congratulations! This letter is to notify you that T-Mobile USA ("T-Mobile") has completed the recertification process for the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") for the period January 1, 2011 – December 31, 2011, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, T-Mobile is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of T-Mobile review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. Upon request, we will provide two specimens (color and black/white) of the Seal for T-Mobile's use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Andrea Williams, CTIA's Vice President of Law and Assistant General Counsel, at (202) 736-3215 or awilliams@ctia.org.

CTIA commends T-Mobile for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with T-Mobile on this important industry initiative.

Sincerely,

Congratulations!

Steve Largent

Steve Largent

Attachment

cc: Philipp Humm
Dave Miller

1400 16th Street, NW Suite 600 Washington, DC 20036 Direct 202.736.3204 Fax 202.736.3232 www.ctia.org

EXHIBIT F

T-MOBILE RATE PLANS

REDACTED FOR PUBLIC INSPECTION

T-Mobile® Classic Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Classic plans come with great phone discounts, UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Classic Individual Plans

Price	Talk	Text	Data
$39.99	500 Whenever Minutes®	—	—
$49.99	500 Whenever Minutes	Unlimited	
$49.99	1000 Whenever Minutes	—	
$59.99	Unlimited	Unlimited	
$69.99	500 Whenever Minutes	Unlimited	**Unlimited – Plus** with 2 GB of high-speed data
$79.99	**Unlimited**	**Unlimited**	
$79.99	500 Whenever Minutes	Unlimited	**Unlimited – Premium** with 5 GB of high-speed data
$89.99	**Unlimited**	**Unlimited**	
$109.99	500 Whenever Minutes	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
$119.99	Unlimited	Unlimited	

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:
- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:
- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:
- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just $10 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

T · ·Mobile·®

Still have questions?
See a Sales Associate, or visit our online data calculator at **www.T-Mobile.com/calculator**

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people. General Terms:** Credit approval, $35 per line activation fee, deposit and two-year agreement with up to $200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to $200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to $1.61 per line/month applies. Taxes approximately 6%–28% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of $0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of $0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, **including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes is a registered trademark of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

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T-Mobile® Classic Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Classic plans come with great phone discounts, UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Classic Family Plans

Price (per line)	Talk*	Text	Data
$29.99	1000 Whenever Minutes®	—	—
$39.99	1000 Whenever Minutes	Unlimited	
$39.99	2000 Whenever Minutes	—	
$49.99	Unlimited	Unlimited	
$59.99	1000 Whenever Minutes	Unlimited	**Unlimited–Plus** with 2 GB of high-speed data
$69.99	**Unlimited**	**Unlimited**	
$69.99	1000 Whenever Minutes	Unlimited	**Unlimited–Premium** with 5 GB of high-speed data
$79.99	**Unlimited**	**Unlimited**	
$99.99	1000 Whenever Minutes	Unlimited	Unlimited–Ultra with 10 GB of high-speed data
$109.99	Unlimited	Unlimited	

Add 200 MB of high-speed data to Talk + Text plans for just $10 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:
- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:
- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:
- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add a Line (Talk)

Classic Shared Minute Add a Line—shares existing Whenever Minutes, only available on **Classic Minute**™ plans	$10
Classic 500 Add a Line—500 Whenever Minutes per line, only available on **Classic Unlimited**™ plans	$10
Classic Unlimited Add a Line—only available on **Classic Unlimited** plans	$30

Add Data

Simple—with 200 MB of high-speed data. Overages are 10¢ per MB.	$10
Unlimited–Plus—with 2 GB of high-speed data	$20
Unlimited–Premium—with 5 GB of high-speed data	$30
Unlimited–Ultra—with 10 GB of high-speed data	$60

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

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Still have questions?
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T-Mobile® Value Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Individual Plans

Price	Talk	Text	Data
$34.99	500 Whenever Minutes®	–	–
$39.99	500 Whenever Minutes	Unlimited	
$44.99	1000 Whenever Minutes	–	
$49.99	Unlimited	Unlimited	
$49.99	500 Whenever Minutes	Unlimited	**Unlimited – Plus** with 2 GB of high-speed data
$59.99	**Unlimited**	**Unlimited**	
$64.99	500 Whenever Minutes	Unlimited	**Unlimited – Premium** with 5 GB of high-speed data
$74.99	**Unlimited**	**Unlimited**	
$94.99	500 Whenever Minutes	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
$104.99	Unlimited	Unlimited	

Add 200 MB of high-speed data to Talk + Text plans for just $5 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:
- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:
- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:
- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

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T-Mobile® Value Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Family Plans

Price (per line)	Talk*	Text	Data
$24.99	1000 Whenever Minutes®	–	
$29.99	1000 Whenever Minutes	Unlimited	–
$34.99	2000 Whenever Minutes	–	
$39.99	Unlimited	Unlimited	
$39.99	1000 Whenever Minutes	Unlimited	**Unlimited–Plus** with 2 GB of high-speed data
$49.99	**Unlimited**	**Unlimited**	
$54.99	1000 Whenever Minutes	Unlimited	**Unlimited–Premium** with 5 GB of high-speed data
$64.99	**Unlimited**	**Unlimited**	
$84.99	1000 Whenever Minutes	Unlimited	Unlimited–Ultra with 10 GB of high-speed data
$94.99	Unlimited	Unlimited	

Add 200 MB of high-speed data to Talk + Text plans for just $5 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:
- Occasional email with attachments
- Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:
- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:
- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add a Line (Talk)

Shared Minute Value Add a Line—shares existing Whenever Minutes, only available on **Minute Value**™ plans	$5
500 Value Add a Line—500 Whenever Minutes per line, only available on **Unlimited Value**™ plans	$5
Unlimited Value Add a Line—only available with **Unlimited Value** plans	$25

Add Data

Simple—with 200 MB of high-speed data. Overages are 10¢ per MB.	$5
Unlimited–Plus—with 2 GB of high-speed data	$10
Unlimited–Premium—with 5 GB of high-speed data	$25
Unlimited–Ultra—with 10 GB of high-speed data	$55

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

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Monthly4G™

Unlimited Talk, Text & Web available

No Annual Contract

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T · ·Mobile·

monthly4G™

Talk, text and surf the Web on T-Mobile's nationwide network.

- 24/7 customer support
- No annual contract, no credit check and no deposit
- No surprise bills or hidden fees

Monthly Plans

Unlimited Talk, Text* & Web

$50 (First **100 MB** of data at up to 4G speed**)

Great for emails, Facebook, directions, Web surfing and more

$60 (First **2 GB** of data at up to 4G speed**)

Great for GPS navigation and downloading apps/music/games

$70 (First **5 GB** of data at up to 4G speed**)

Great for video chat, streaming music/movies/TV and playing online games

Also available for the above plans, for only $10 more per month:

BlackBerry® Internet Services

Includes BlackBerry Messenger, BlackBerry App World™ and more

Unlimited International Talk & Text

Unlimited calling to landlines in more than 50 countries†

Unlimited texting to mobile phones in more than 200 countries

Also available:

$30 1500 Talk & Text* (Includes 30 MB of data)

Use any combination of minutes or messages up to 1500

Great for occasional emails, directions and Web surfing

* Text includes picture and video messaging.
** Capable device required for 4G speed.

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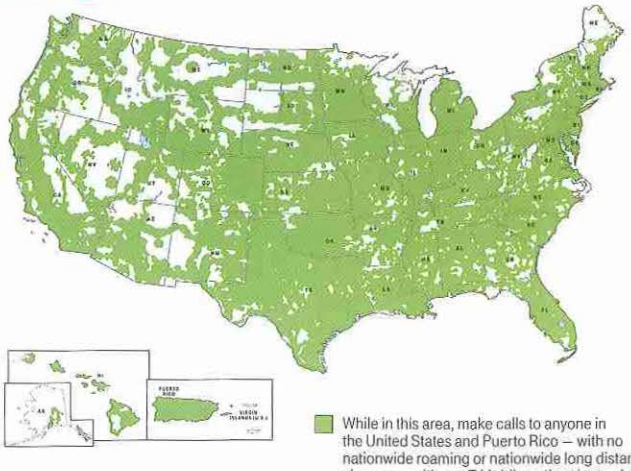
Coverage



While in this area, make calls to anyone in the United States and Puerto Rico – with no nationwide roaming or nationwide long distance charges – with any T-Mobile national rate plan. Visit www.T-Mobile.com/morecoverage for answers to frequently asked questions about our coverage.

No coverage

Map applies to No Annual Contract voice and messaging services; data only available on the T-Mobile network (roaming not available).

Other Plans

Pay By The Day

$3	Unlimited Talk, Text* & Web (first **200 MB**/day at up to 4G speed**)
$2	Unlimited Talk, Text* & 2G Web
$1	Unlimited Text* and 10¢/minute Talk

Pay only on days used.

Pay By The Minute

Best Value: $15/month

Unlimited Text* and 10¢/minute Talk

Pay As You Go

Talk as low as 10¢/minute

Refill	Minutes	Availability
$10	30	90 days
$30	160	90 days
$50	400	90 days
$100	1000	1 year

Per Message

Text: 10¢ to send/receive

Picture and video: 25¢ to send/receive

Gold Rewards

After $100 in refills, get 15% more minutes on all refills.
($100 refill already includes bonus minutes.)

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Refer-a-Friend

Tell your friends how much you love T-Mobile and you can each earn up to $250 a year in T-Mobile gift cards! Visit www.T-Mobile.com/referral to learn how.

International Rates

Calling and messaging from the U.S.:

Best Value: $10/month Unlimited International Talk & Text

- Unlimited calling to landlines in more than 50 countries†
- Unlimited texting to mobile phones in more than 200 countries
- Discounted calling to mobile phones and landlines in more than 150 countries

Available on $50/month and greater monthly plans.

Also available: Pay by the minute or message.

Calling and messaging while traveling:

Keep in touch with family and friends while travelling, including Mexico, Canada and more than 70 other countries.

See all current international rates at www.T-Mobile.com/Monthly4Ginternational

† Unlimited calling to landlines in the following countries:

Andorra
Argentina
Australia
Austria
Bahamas
Belgium
Brazil
Brunei
Canada
Chile
China
Colombia
Costa Rica
Croatia
Cyprus
Dominican Republic
Estonia
France
Germany
Greece
Guadeloupe/ French Antilles
Hong Kong
Hungary
India
Ireland
Israel
Italy/Vatican
Japan
Jordan
Latvia
Luxembourg
Macau
Macedonia
Martinique/ French Antilles
Malaysia
Mexico
Netherlands
New Zealand
Norway
Panama
Poland
Portugal
Romania
Singapore
Slovenia
South Africa
South Korea
Spain
Switzerland
Taiwan
Thailand
Turkey
United Kingdom
Uruguay
Venezuela
Zambia

Countries subject to change; visit www.T-Mobile.com/Monthly4Ginternational for complete list of countries.

Monthly4G is easy to use.

Manage: Visit my.T-Mobile.com. From your phone, go to My Account or dial #BAL# (#225#).

Pay: For monthly plans, ensure continuous service by paying before the end of the month.

- Sign up for convenient monthly payments on my.T-Mobile.com.
- Pay as needed in four easy ways:

  Web: Visit my.T-Mobile.com.

  Text: Fastest way to pay; see my.T-Mobile.com for details.

  Phone: Call *233 (*ADD) or use My Account.

  Store: Buy refill cards at more than 120,000 convenient locations nationwide.

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Questions?
Ask a Sales Associate or
visit www.T-Mobile.com.

T··Mobile·
monthly4G™

T-Mobile's HSPA+ 4G network not available everywhere.

Monthly4G provides wireless service; capable device required to achieve 4G speed.

Prepaid Service: Limited-time offer; all rates, offers, pricing and features subject to change without notice. Taxes and fees additional. Plans provide domestic use only; separate charges apply for international use. Not all features or plans available on all devices; capable device required. Some add-on features may not be available with all plans; not all plans available in all locations. **Unlimited features are only for direct communication between two people. Monthly Plans:** Plan features available for 30 days; if sufficient account balance, plans automatically renew at the end of 30 days. If balance is insufficient to renew for 60 days, account will be converted to Pay As You Go. **Pay As You Go:** Service available for 90 days (one year for Gold Rewards) after activation/refill/conversion. After that, your account will be suspended and no service will be available. **Gold Rewards** requires activation of $100 in refills; you must refill while on Pay As You Go plan to obtain full Gold Rewards benefits. **Pay By The Day:** Service available for 90 days (one year for $100 refills) after activation/refill. You will be charged for each day you use plan services. Daily rate charges apply when you send or receive any call, including calls to voicemail and other calling features, and when you make or receive any message. Plans with data are charged the daily rate when any data usage occurs, including background data connections or automatic data syncing by phone applications or features. If you sign up for plan more than one time in a day or switch between plans, the daily rate for each plan will be deducted each time. **Day** is 12:00 a.m. to 11:59 p.m., based on time zone associated with your phone number. If call spans multiple days (e.g., starts at 11:58 p.m. and ends at 12:05 a.m.), you may be charged the daily rate for each day. **Plan Changes or Renewals:** When you switch between plans or renew a monthly plan, features or credits associated with your prior plan will no longer be available, and you are not able to switch back to some plans. Some plans will not allow early renewal. **International Talk and Text:** International calling applies to landlines in select countries only and decrements limited plan minutes (domestic overage rates apply). Unlimited international calling requires qualifying unlimited domestic calling plan. Text messaging applies to mobile phones only; other types of international messages (e.g., picture messages) are charged per message. Calls and text messages must originate in U.S.; standard international roaming rates apply. **BlackBerry Internet Service (BIS):** Qualifying rate plan required; data usage restrictions of rate plan apply to BIS feature. Does not include BES access. **Prepaid General Terms:** Sufficient balance required to use service. Calls rated on a per minute basis and partial minutes rounded up; data usage rounded up to the nearest KB each use. Some plans do not permit use of features after included amounts are depleted. No cash redemption value. Non-refundable. Not responsible if lost or stolen. If you transfer your number to another carrier, your account will be deactivated and no service will be available. Devices sold for use on T-Mobile prepaid service are to be activated on that service, not transferred for resale, modification or export. **Data Usage:** Domestic and international roaming not available. Some plans include specified data speeds. Where indicated, full speeds available up to data allotment; after data allotment used, speeds slowed up to 2G speeds. **Your data session, plan or service may be slowed, suspended, terminated, or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth. You may not use your plan or device for prohibited uses. **Downloads/Apps:** Additional charges apply; not all downloads/apps available on all devices. Not all sites optimized for mobile browsers. You obtain no rights in downloads; duration of use may be limited; may be stored solely for use with your device. T-Mobile is not responsible for any download lost due to your error. T-Mobile is also not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter when using an app, alterations any app may make to the functionality of your device, **including any changes that may affect your plan or service,** or any content or website you may be able to access through an app. **Messaging:** You will be charged for all data sent by or to you through the network, regardless of whether received. Character length or file size of messages/attachments may be limited. T-Mobile is not liable for any failures, delays or errors in any T-Mobile-generated alerts or notifications. **Coverage:** Service is not available everywhere. **Map Information:** Maps approximate anticipated coverage outdoors, which varies by location, may include limited or no coverage areas, and do not guarantee service availability. 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