

Thank You for Joining the SkyTel Paging Family

We're sure you'll be pleased with your SkyTel International paging service. If you have any questions not answered in the paging materials you've received, please call 1-800-759-8737 or log on to www.skytel.com for more information.

Visit us on the Internet at:
www.skytel.com



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SkyTel

International

Service Instructions

Table of Contents

Welcome! By now you know that with SkyTel® International Paging service, you can easily send and retrieve messages worldwide. The information enclosed in this guide provides all the information necessary to stay in touch while abroad.

How to Use This Guide	3
Receiving International Pages.....	4
Activating Follow-Me Service	6
Calling the SkyTel System from Abroad	7
SkyTel International Access Numbers.....	8
In-Country Access.....	9
In-Country Access Listings	10
Sending Messages	17
Sending Numeric Messages	17
Sending Text Messages	18
Sending SkyTalk Voice Messages	19
Foreign-Language Voice Prompts.....	20
Terms and Conditions	21

The chart below provides the International paging information you and your callers will need to retrieve and send messages, contact SkyTel® Customer Service or use SkyTel Access® software in the United States or abroad. Please note that throughout this document, you are referred to as the “subscriber” and the people who page you are “callers”.

For Subscribers	In U.S.	Abroad
Retrieving Messages	Dial 1-800-759-8888, PIN, # or Dial your Personal Access Number (PAN)	See <i>Calling the SkyTel System from Abroad</i> , page 7
Customer Service	Dial 1-800-SKY-USER	See <i>In-Country Access Listings</i> , page 10
SkyTel Access Software (Windows™/Macintosh™)	Dial 1-800-SKY-WORD or Dial 1-601-360-0515	See <i>In-Country Access Listings</i> , page 10
For Callers	In U.S.	Abroad
Sending Messages	Dial 1-800-759-8888, PIN, # or Dial your Personal Access Number (PAN)	See <i>Sending Messages</i> , page 17
SkyTel Access Software (Windows/Macintosh)	Dial 1-800-SKY-WORD or Dial 1-601-360-0515	See <i>In-Country Access Listings</i> , page 10

SkyTel International Service offers three options for receiving your pages internationally. You will be charged a low monthly fee that varies depending on the option selected:

Simulcast

You can choose to have your pages permanently broadcast in the U.S., plus up to five countries of your choice. This is a convenient service to have if you travel to a number of countries on a regular basis.

Follow-Me Frequent

This service is for the frequent international traveler who travels to multiple destinations. (*Note: Follow-Me Frequent can be activated for only ONE country at a time.*) A subscriber can activate service for any SkyTel-covered country for up to 99 days.

Follow-Me

Dial into the SkyTel System, select the country in which you will be traveling and specify the number of days you wish to have Follow-Me Service activated. Your messages will then be forwarded to you in that country only. When you return to the U.S., your messages will resume regular service at the end of the specified period. Activating Follow-Me Service on a temporary basis, only when and where you need it, is a cost-efficient way to stay in touch. Follow-Me may be activated for up to 99 days, with service automatically terminating after the period you designate.

When activating Follow-Me Service, please reference the following country codes:

Country	Code	Country	Code
Argentina	54	Guatemala	50
Bahamas	3	Indonesia	62
Bermuda	19	Malaysia	60
Brazil	55	Malta	5
Canada	2	Mexico	52
China (Shanghai)	86	Paraguay	95
Colombia	57	Philippines	63
Costa Rica	12	United States	1
Dominican Republic	96	Venezuela	58
Ecuador	93		

Activating Follow-Me Service

Activate Follow-Me Service on a temporary basis, only when and where you need it, to stay in touch internationally.

1. Dial the appropriate SkyTel International Access Number and enter your SkyTel Pager Number (PIN) followed by **#** *****.
2. Enter your Subscriber Security Code, then press **#**.
3. Press **2** **0** **#** for the Subscriber Profile Menu.
4. Press **9** **#** to choose Follow-Me Service.
5. Press **3** **#** to choose to send all pages internationally.
6. Enter the country code followed by **#**, or Press **#** for a list of country codes.
7. Enter the number of days you wish to activate Follow-Me Service (up to 99 days), then press **#**; the automated attendant will confirm the country code and the days selected.
8. Press **#** to accept or ***** to cancel or change your request.

QuickTip

You can verify coverage areas by country code. Select **1** **0** **#** from the Main Menu for Coverage Information and follow the prompts.

SkyTel provides three easy ways to access the SkyTel System from more than 40 countries:

SkyTel International Access

Call into the U.S. SkyTel System to send and retrieve messages from almost every country where SkyTel service is available. Rather than being charged for a long-distance phone call, you will be charged a standard per-minute rate, which will conveniently appear on your SkyTel invoice. Generally, the per-minute charge for SkyTel International Access is lower than the cost of a standard international long-distance phone call.

In-Country Access

In-Country Access allows you to dial a local or toll-free number to call into that country's SkyTel System. You can perform the same range of functions as with your U.S. SkyTel Service (such as Page Recall). *(Note: Follow-Me service must be activated for this feature to work.)*

SkyTel System Access

If neither SkyTel International Access nor In-Country Access is available, you may dial the SkyTel System by calling **1-601-960-9547** or **1-601-969-6840** (for SkyTel two-way messaging).

Argentina	.....N/A	Italy	.....1678-77100
Australia	.....1-800-12-8078	Jamaica	.....1-800-807-4765
Bahamas	.....1-800-934-6451	Korea	.....00798-14-800-0299
Barbados	.....1-800-534-2170	Luxembourg	.....0800-6170
Belgium	.....0800-1-4389	Malaysia	.....800-6060
Bermuda	.....1-800-825-0311	Mexico	.....001-800-759-8255
Brazil	.....814-550-2196	Netherlands	.....0800-022-7548
Canada	.....1-800-759-8888	Netherlands Antilles	.....001-800-283-9578
Chile	.....123-0-020-3220	New Zealand	.....0800-447036
China	.....10-800-120-4624	Nicaragua	.....001-800-220-0192
Colombia	.....980-1-52547	Norway	.....800-15617
Costa Rica	.....0800-234-4793	Panama	.....008-01-800-507-0089
Cyprus	.....080-9-8203	Philippines	.....102-7-1-800-120-1384
Denmark	.....8001-8671	Portugal	.....0501-12-707
Dominican Republic	1-800-148-0122	Puerto Rico	.....N/A
El Salvador	.....0-1-800-234-9578	Singapore	.....800-1200-457
Finland	.....9-800-1-59402	South Africa	.....080-09-92588
France	.....0800-90-3223	Spain	.....900-981-464
Germany	.....0130-8-18414	St. Lucia	.....1-800-807-4770
Greece	.....00800-12-2613	Sweden	.....020-79-3976
Guam	.....1-800-671-0150	Switzerland	.....0800-89-2154
Guatemala	.....599-0082	Taiwan	.....0080-13-0341
Hong Kong	.....800-96-5688	Thailand	.....001-800-12-066-0249
Hungary	.....00-800-11144	Turkey	.....00-800-151-0215
Indonesia	.....001-800-011-0277	United Kingdom	.....0800-89-3648
Ireland	.....1-800-55-5523	Uruguay	.....000-413-598-0371
Israel	.....177-150-1572	Venezuela	.....8001-2458

QuickTip

When you access the SkyTel System from abroad, you must always use a touch-tone telephone. If you are traveling abroad and do not have access to a touch-tone telephone, you must use a tone-dialer to replicate the sounds of the touch-tone. You can purchase a tone-dialer at most electronics stores.

In-Country Access

In-Country Access allows you to dial directly into the SkyTel System through “host systems” set up in numerous countries. By doing so, you can send and retrieve pages for your designated Follow-Me or Simulcast country(ies) with a simple local call.

If you choose this option, you must:

1. Dial the toll-free or local In-Country Access number.
2. Dial the country code (“1” for U.S.).
3. Enter your SkyTel Pager Number (PIN).
4. If your PIN is not at least seven digits, you must add preceding zeros to the PIN to make it a total of seven digits.

Example: 1 (Country Code) 00 (Preceding Zeros) 52873 (PIN)

The host system may also provide Customer Service and modem access (for SkyTel Access users). Please see the In-Country Access listing on the following pages for In-Country Access numbers.

In-Country Access Listings

If you are in a designated Simulcast, Follow-Me or Follow-Me Frequent country and are unable to send and retrieve messages by dialing the SkyTel International Access number, dial one of the In-Country Access numbers below. Also, for your convenience, SkyTel Customer Service is available in these countries.

For system access in countries that are not listed below, please call **1-601-960-9547** or **1-601-969-6840** (for SkyTel two-way messaging).

Country	In-Country Local	In-Country Toll-Free
Argentina		
SkyPager®	54-11-4348-9030	N/A
Operator Dispatch	54-11-4348-9000	Outside Buenos Aires: 0-800-333-9000 Buenos Aires: 0800-333-2871
Customer Service	54-11-4320-3340	0-800-333-4000
SkyTel Access	54-11-4348-8950: WIN 54-11-4348-8900: DOS 54-11-4348-8970: TAP	
Bahamas		
SkyPager	601-948-7356	1-800-880-1219
Operator Dispatch	601-292-8915	1-800-869-6776
Customer Service	601-292-8915	1-800-869-6776
SkyTel Access	601-360-0515: WIN 601-353-6054: DOS 601-360-0504: TAP	

Country	In-Country Local	In-Country Toll-Free
Bermuda		
SkyPager	601-948-7356	1-800-723-2503
Operator Dispatch	601-292-8915	1-800-766-4718
Customer Service	601-292-8915	1-800-766-4718
SkyTel Access	601-360-0515: WIN 601-353-6054: DOS 601-360-0504: TAP	
Brazil		
SkyPager	N/A	N/A
Operator Dispatch	55-21-541-0289	Rio de Janeiro: 0800-242-020 Sao Paulo: 55-11-534-0751
Customer Service	55-11-534-0767	0800-111-808
SkyTel Access	Sao Paulo: 55-11-534-0757 Rio de Janeiro: 55-21-546-1756	0800-242-322
Canada		
SkyPager	416-322-0300	1-800-561-7243
Customer Service	416-935-3333	1-800-667-7243
SkyTel Access	416-322-4906	

All SkyTel toll-free numbers for the U.S. are also available in Canada.

China (Shanghai)

Operator Dispatch	12508
Customer Service	8621-627-6-3984
SkyTel Access	12509: WIN

Country	In-Country Local	In-Country Toll-Free
Colombia		
Operator Dispatch	57-1-313-0800	9-8009-16001
Customer Service	57-1-319-0610	9-800-16005 or 9-8009-16003
SkyTel Access	57-1-313-3866: WIN 57-1-313-3919: DOS	
Costa Rica		
Operator Dispatch	506-224-9090	
Customer Service	506-283-8555	
SkyTel Access	506-234-8933	
Dominican Republic		
Operator Dispatch	1-809-412-8030	1-200-MTEL (6835)
Customer Service	1-809-537-8388	1-200-5719
SkyTel Access	1-809-412-8993: WIN 1-809-537-1875: TAP	
Ecuador		
Operator Dispatch	593-4-515151	N/A
Customer Service	593-4-534-881	N/A
SkyTel Access	593-4-534-880: WIN	
Guatemala		
SkyPager	502-361-0000	361-0000
Operator Dispatch	502-360-0000	360-0000
Customer Service	502-362-0000	362-0000
SkyTel Access	502-2-361-1067: WIN/TAP 502-2-360-2551: EMAIL	

Country	In-Country Local	In-Country Toll-Free	Country	In-Country Local	In-Country Toll-Free
Indonesia			Mexico		
SkyPager	62-21-522-9996	132	SkyPager	52-5-480-7919	N/A
Operator Dispatch	Jakarta: 62-21-520-6866	13011	SkyTalk*	52-5-480-7927	01-800-903-4400
	Bandung: 62-22-426-3991		Operator Dispatch	Mexico City: 52-52-277-979 & 727-7979	01-800-723-4500
	Semarang: 62-24-850-0131			Guadalajara: (5236) 690-579	
	Surabaya: 62-31-563-3030			Monterrey: (5283) 190-779	
	Medan: 62-61-552-266			Juárez: (5216) 233-779	
	Bali: 62-361-431-131			Obregón: (5264) 138-779	
	Ujung Pandang: 62-411-332-632			Chihuahua: (5214) 153-779	
Customer Service	Jakarta: 62-21-392-0555 or 62-21-392-0666	13011		Culiacán: (5267) 520-779	
SkyTel Access	62-21-522-6770			Mexicali: (5265) 553-779	
Malaysia				Saltillo: (5284) 120-779	
SkyPager	60-3-780-8118	1-800-88-6688		Tijuana: (5266) 333-779	
Operator Dispatch	60-3-780-8008	1-800-88-6060		Puebla: (5222) 290-279	
Customer Service	60-3-780-8008	1-800-88-9319		Mexico City: 525-480-7926	01-800-906-2600
SkyTel Access	03-780-8448: WIN		Customer Service	Guadalajara: 523-669-0526	
Malta				Monterrey: 528-319-0726	
SkyPager	356-707070			SkyTel Access	525-480-1990: WIN
Operator Dispatch	356-714444				01-800-903-8700: TF WIN
Customer Service	356-444411				525-480-1987: DOS
SkyTel Access	356-710002: WIN/MAC				

Country	In-Country Local	In-Country Toll-Free
Paraguay		
Operator Dispatch	595-21-44-4300	
Customer Service	595-21-45-1010	
SkyTel Access	595-21-44-7970: WIN	
Philippines		
SkyPager	63-2-1580	1580
Operator Dispatch	1581+PIN	
Customer Service	63-2-636-3333	
SkyTel Access	63-2-635-2451	

Country	In-Country Local	In-Country Toll-Free
United States		
SkyPager	601-948-7356	1-800-759-8888
	1-601-960-9547/9548: Local	
Operator Dispatch	601-292-8915	1-800-759-4658
Spanish: Access to all Latin American countries		
Customer Service	787-282-6300	1-800-615-2225
SkyTel Access	601-292-8915	1-800-759-4658
	601-360-0515: WIN	
	601-353-6054: DOS	
	601-360-0504: TAP	
Venezuela		
Operator Dispatch	582-952-8644	800-75906
Customer Service	582-952-8744	800-75901
SkyTel Access	582-952-8411: WIN/MAC	800-75902

Sending Numeric Messages

While traveling abroad, you and your callers can send numeric messages from the U.S. or from a SkyTel International country. Numeric messages can be sent from the U.S. to a SkyTel International country by following normal messaging procedures. If the message is being sent from abroad, callers have the following options:

- Dial the SkyTel International Access number—if it is available for the country where the caller is located.
- Dial the SkyTel In-Country Access number for the country where the subscriber is located—if the subscriber has Simulcast, Follow-Me or Follow-Me Frequent service activated.
- Dial **1-601-960-9547** or **1-601-969-6840** (for SkyTel two-way messaging) and enter your **PIN**—if the message originates in a country that does not have an In-Country or SkyTel International Access number.

Sending Text Messages

While traveling abroad, you and your callers can send text messages from the U.S. or from a SkyTel International country. Text messages can be sent from the U.S. to a SkyTel International country by following normal messaging procedures. If the message is being sent from abroad, callers have the following options:

- Dial the SkyTel International Access number—if it is available for the country where the subscriber is located.
- If the subscriber has Simulcast, Follow-Me or Follow-Me Frequent service activated, dial the local SkyTel operator dispatch In-Country Access number for the country where the subscriber is located. You will be connected to an operator who will dictate the text message so it will be delivered right onto the pager screen.
- Dial **1-601-960-9547** or **1-601-969-6840** (for SkyTel two-way messaging) and enter your **PIN**—if the message originates in a country that does not have an In-Country or SkyTel International Access number.
- Use SkyTel Access software from any modem-equipped personal computer to type your own text message to be delivered right onto the pager screen. There are U.S. and local phone numbers for SkyTel Access modem connections. (See In-Country Access Listings for modem numbers, page 10.)

Note: For step-by-step In-Country instructions, see page 9.

Sending SkyTalk Voice Messages

While traveling abroad, you and your callers can send SkyTalk voice messages from the U.S. or from a SkyTel International country to any SkyTalk subscriber. SkyTalk messages can be sent from the U.S. to a SkyTel International country by following normal messaging procedures. If the message is being sent from abroad, callers have the following options:

- Dial the SkyTel International Access number—if it is available for the country where the subscriber is located.
- Dial the SkyTel In-Country Access number for the country where the subscriber is located—if the subscriber has Simulcast, Follow-Me or Follow-Me Frequent service activated.
- Dial **1-601-960-9547** or **1-601-969-6840** (for SkyTel two-way messaging) and enter your **PIN**—if the message originates in a country that does not have an In-Country or SkyTel International Access number.

Foreign-Language Voice Prompts

The SkyTel International System currently supports English, Spanish and Cantonese.* Select the specific language you would like for your voice prompts.

As a U.S. subscriber, your default prompts are spoken in English. For more information, see the SkyTel Service instruction booklet that came with your pager.

*Additional languages will be added.

IN THE EVENT THE ENCLOSED MESSAGING DEVICE ("Device") IS BEING PROVIDED TO YOU BY SKYTEL CORP. ("SkyTel") PURSUANT TO A SEPARATE AGREEMENT SIGNED BY SKYTEL, THE TERMS AND CONDITIONS OF SUCH SEPARATE AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH BELOW. Subject to the foregoing, the following Terms and Conditions (which are sometimes collectively referred to herein as the "Agreement") shall govern the provision of wireless messaging services ("Services") to You by SkyTel for use with the Device. Any terms and conditions proposed by You which are in addition to or which conflict with these Terms and Conditions (or the terms and conditions of any separate agreement signed by SkyTel relative to provision of the Services) shall be of no force or effect. By using the Services, You shall be deemed to have agreed to and accepted these Terms and Conditions, except to the extent otherwise provided in any such separate agreement signed by SkyTel relative to provision of Services to You.

1. Term. The initial term of the Agreement shall be for the period as designated by You when activating the Service ("Initial Term"). Upon expiration of the Initial Term, the term of the Agreement shall continue on a month-to-month basis and may be terminated by either party upon at least thirty (30) days advance written notice to the other. In the event You deactivate the Services during the Initial Term, You shall pay to SkyTel, in addition to any other amounts due and owing to SkyTel, a lump sum fee equal to twenty-five percent (25%) of the balance of the aggregate monthly recurring airtime charges SkyTel would have been entitled to during the Initial Term had such Services not been deactivated. Any term discounts extended to You by virtue of Your agreement to an Initial Term of one (1) year or more shall be applied only to the base monthly recurring airtime charges (i.e., term discounts are not applied to overall charges or charges for any optional/enhanced service features), and are conditioned upon Your payment obligations to SkyTel remaining in current status. In the event payments become sixty (60) days or greater in arrears, SkyTel reserves the right to revoke the term discount on the unpaid balance as well as on all future charges.

2. Devices.

(a) You shall pay shipping costs for any Device shipped by SkyTel to You. Title to any Device rented from SkyTel shall remain in SkyTel at all times. You shall return all rental Devices to SkyTel within thirty (30) days following deactivation of the Device or the termination of the Agreement, whichever first occurs. You shall have full responsibility for, and shall pay SkyTel for the replacement cost of, any Device rented from SkyTel that (i) is not timely returned to SkyTel in accordance with the foregoing, or (ii) subject to Section 2(b) below, is lost, stolen or damaged.

(b) SkyTel shall repair or replace, at no charge to You, any defective Device which is (i) rented from SkyTel or (ii) either purchased from SkyTel or leased through Golden Eagle Credit Corporation if such purchased or leased Device is covered by maintenance protection pro-

cured through SkyTel; provided that SkyTel shall not be responsible for the cost of repair or replacement of any Device due to intentional damage, misuse or abuse. You shall return to SkyTel any Device that is replaced in accordance with the foregoing within thirty (30) days following receipt of the replacement Device, and shall pay SkyTel for the replacement cost of any such Device that is not timely returned to SkyTel. SkyTel shall assist You in the repair of any purchased or leased defective Device which is not covered by maintenance protection, it being understood the cost of repair of any such Device will be subject to the applicable manufacturer's warranty. SkyTel shall also replace, at SkyTel's expense, any Device rented from SkyTel that is lost or stolen if You have elected to procure loss protection through SkyTel for such Device prior to receipt thereof.

3. Fees and Charges. You shall timely pay all fees and charges accruing hereunder, including, without limitation, monthly recurring fees (which are payable in advance and not contingent upon usage) and applicable usage charges (which are payable in arrears). SkyTel shall bill You for such fees and charges on a monthly basis, with payment being due within thirty (30) days following the date of SkyTel's invoice. Any balance not paid by such due date shall bear interest from and after the invoice date at the lesser of one and one-half percent (1¹/₂%) per month or the maximum rate of interest allowed by law. Amounts due and owing to SkyTel shall not be subject to offset or reduction for any reason. If applicable, SkyTel shall be authorized to prepare, process and negotiate credit card charge forms for any credit card account designated by You in and for all fees and charges (including, without limitation, all recurring and non-recurring fees and charges) payable by You under the Agreement. All sales, use and other such governmentally imposed or authorized taxes, fees, surcharges and/or assessments relating to this Agreement shall be paid by You. SkyTel reserves the right to modify the fees and charges payable hereunder; provided, however, that (i) SkyTel may increase such fees and charges only upon at least thirty (30) days notice to You, and (ii) SkyTel may not increase such fees and charges until expiration of the Initial Term.

4. Disclaimer of Warranties and Limitation of Liabilities.

(a) SKYTEL, ITS EMPLOYEES, SALES AGENTS AND REPRESENTATIVES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE DEVICE OR THE MESSAGING NETWORK THROUGH WHICH THE SERVICES ARE PROVIDED, AND HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Under no circumstances shall SkyTel, its sales agents or representatives be liable to You or any other person for any loss, injury or damage, of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Services or use of the SkyTel wireless messaging network. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL SKYTEL, ITS EMPLOYEES, SALES AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS OR ANY OTHER FORM OF CON-

SEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH PARTIES ARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER RESULTING FROM ANY BREACH OF THIS AGREEMENT OR OTHERWISE.

(b) You acknowledge that the term "Guaranteed Delivery" (or terms of similar connotation), as used in conjunction with SkyTel's advanced wireless messaging Services, refers to certain technical functionality of the network and the ability of the network to repeatedly deliver messages to a Device for a predetermined period until receipt is acknowledged, as well as the ability of the network to make undelivered messages available for retrieval. You further acknowledge that SkyTel's use of any such term does not constitute a representation or warranty, express or implied, regarding any of the Services.

5. Termination. Upon the occurrence of an event of default, SkyTel shall have the right to terminate the Agreement upon written notice to You and the failure by You to cure such default within ten (10) days following receipt of written notice thereof. As used herein, the term "event of default" shall mean (i) the failure by You to observe or perform in any material respect any of the covenants or agreements contained herein; or (ii) Your insolvency, assignment for the benefit of creditors, appointment or sufferance of appointment of a trustee, receiver or similar officer, or any voluntary or involuntary proceeding seeking reorganization, rehabilitation, liquidation or similar relief under bankruptcy, insolvency or similar debtor-relief statutes. No termination of the Agreement will relieve You from any amount due and owing to SkyTel or any liability arising from any breach of the Agreement.

6. Information Services. To the extent You utilize any information service which contains informational content and data ("Licensed Content") supplied through any third party unaffiliated with SkyTel (a "Content Provider"), You agree: (a) that the Licensed Content is the property of the Content Provider and its licensors and may be protected by copyright, and that You shall not acquire any proprietary interest in the Licensed Content; (b) that the Licensed Content is presented solely for Your personal use, and that You shall not otherwise republish, reproduce, rebroadcast, redistribute, resell, alter or modify any headline, information or other content contained in the Licensed Content; and (c) that the Content Provider, its licensors, SkyTel and its affiliates disclaim all warranties, including the implied warranties of merchantability or fitness for a particular purpose, for the Licensed Content and that the Content Provider, its licensors, SkyTel and its affiliates disclaim all liability to You and any third party with respect to the Licensed Content, including, without limitation, for any negligence or errors in procuring, editing, writing, reporting or delivering the Licensed Content, for any inaccuracies or errors in or omissions from the Licensed Content, and for any indirect, incidental, consequential or special damages arising therefrom.

7. Notices. All notices required or permitted hereunder shall be in writing, certified mail, return receipt requested, to SkyTel at Post Office Box 2469, Jackson, Mississippi 39225-2469, Attn: Customer Service, and to You at the billing address designated by You in establishing your account with SkyTel.

8. Miscellaneous. (a) The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of law; (b) if any provision of the Agreement shall be held to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; (c) no delay or failure by SkyTel to enforce any right under the Agreement will be deemed a waiver of that or any other right; (d) if any action shall be brought by SkyTel on account of any breach of or to enforce any of the terms, covenants or conditions of the Agreement, SkyTel shall be entitled to recover from You, as part of SkyTel's costs, a reasonable attorneys' fee; (e) You may not assign or delegate Your obligations under the Agreement, either in whole or in part, without the prior written consent of SkyTel; (f) SkyTel shall not be liable for any nonperformance under the Agreement due to causes beyond its reasonable control that cannot be reasonably avoided or overcome; (g) the headings and captions used herein are used for convenience only and are not to be considered in construing or interpreting the Agreement; and (h) no amendment to or modification of the Agreement will be binding unless in writing and signed by both parties.

Notes: