

## SafeLink Wireless Terms and Conditions of Service

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement (“Agreement”) between you and SafeLink Wireless. SafeLink Wireless is a brand of TracFone Wireless, Inc. (“TracFone Wireless”).

THESE TERMS AND CONDITIONS OF SERVICE CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND REQUIRE THAT CERTAIN DISPUTES BE RESOLVED THROUGH ARBITRATION INSTEAD OF A COURT TRIAL. FOR MORE INFORMATION SEE SECTION 20 BELOW.

By enrolling in the SafeLink Wireless program (the “SafeLink Wireless Program”) and by using the SafeLink Wireless service (the “SafeLink Wireless Service”), you (“You”), the participant, acknowledge and agree to the following Terms and Conditions of Service. TracFone Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on our website at SafeLink.com. Because these Terms and Conditions of Service are subject to change at any time you should always check our website for the most current version.

For assistance or more information, please contact Customer Care at 1-800-378-1684.

### 1. PROGRAM DESCRIPTION

SafeLink Wireless Service is funded by the Universal Service Fund LifeLine program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the SafeLink Wireless Program, a person must meet certain eligibility requirements where the SafeLink Wireless Program is offered. These requirements are based on a person’s participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the LifeLine Benefits. Federal law permits only one LifeLine benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Applicants for the SafeLink Wireless Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form, or that they have income at or below the designated eligibility level.
- Understand they may be required to recertify their continued eligibility at any time, and that failure to recertify will result in the loss of their benefits.
- Do not currently receive LifeLine support for a telephone line serving their household and no other resident in their household participates in the LifeLine program.
- Will notify SafeLink Wireless by calling 1-800-SAFELINK within 30 days if they no longer qualify for any of the public assistance programs identified in their application form, no longer meet the criteria for income eligibility, if another member of their household receives LifeLine benefits, or if they no longer qualify for LifeLine for any other reason.
- Will notify SAFELINK Wireless of any change of address within 30 days by calling 1-800-SAFELINK.
- Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief, and that they understand that providing false or fraudulent information to obtain LifeLine benefits is punishable by law.

You may be required to provide copies of documents proving your eligibility to participate in LifeLine. You should not send original documents to SafeLink Wireless. Documents sent to SafeLink Wireless will not be returned. SafeLink Wireless is not responsible for any losses resulting from the destruction of documents sent to SafeLink Wireless.

Applicants who qualify and are enrolled in the SafeLink Wireless Program will receive a free cellular phone provided by TracFone Wireless together with a free allotment of airtime minutes each month for up to one year. TracFone Wireless will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the SafeLink Wireless Program. Please call SafeLink Wireless at 1-800-SAFELINK or visit our website at SafeLink.com for further information.

Applicants who do not meet the eligibility requirements will receive written notification, via US Mail, of the reason for their non-eligibility. Upon enrollment in the SafeLink Wireless Program, You will be qualified to participate for up to one (1) year. To continue your enrollment in the SafeLink Wireless Program after the initial year, You must re-certify annually that you are qualified for continued enrollment in the SafeLink Wireless Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the SafeLink Wireless Program in Your state. TracFone Wireless will also conduct re-certification drives for each state according to its rules.

If TracFone Wireless determines during its re-certification drive, or at any other time, that a customer fails to continue to qualify for the SafeLink Wireless Program, such customer will immediately be deemed ineligible to participate in the SafeLink Wireless Program, will be de-enrolled from the SafeLink Wireless Program and will no longer receive the free monthly minutes. SafeLink Customers who are no longer eligible (for any reason) for enrollment in the SafeLink Wireless Program must, within 30 days, notify SafeLink Wireless that they no longer meet the eligibility requirements for enrollment. A SafeLink customer’s enrollment may also be cancelled upon the request of a state and/or federal authority.

TracFone Wireless and SafeLink Wireless reserve the right to cancel the enrollment of any customer and/or permanently deactivate any customer’s SafeLink Wireless phone for fraud, misrepresentation or other misconduct as determined solely by TracFone Wireless. While participating in the SafeLink Wireless Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or SafeLink Service provided to him/her by SafeLink Wireless. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE SAFELINK WIRELESS PHONE OR SAFELINK SERVICE PROVIDED TO YOU.

Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if TracFone determines, in its sole discretion, that a SafeLink Wireless customer has violated these prohibitions, TracFone Wireless will the permanently de-enroll the customer from the SafeLink Wireless Program, their phone will be permanently deactivated and the customer’s personal information will be permanently flagged so that the customer may not re-enroll in the SafeLink Wireless Program in the future. If you have any questions, concerns, comments or complaints regarding the SafeLink Wireless Program or Service, offerings or products, please call SafeLink Wireless Customer Care at 1-800-SAFELINK. You may also contact your state’s Public Service Commission/Public Utility Commission.

### 2. ACTIVATION AND USE OF YOUR SAFELINK WIRELESS PHONE

Upon enrollment in the SafeLink Wireless Program, you may have the option of using your own phone (Bring Your Own Phone or BYOP) or receiving a free handset subject to the terms and conditions set forth in the following paragraph. If you choose to receive a SafeLink Wireless phone, then the following terms and conditions apply. You must accept the SafeLink Wireless telephone number assigned to your SafeLink Wireless phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the SafeLink Wireless Service are owned and operated by various licensed commercial mobile radio service providers (“Carriers”), not SafeLink Wireless or TracFone Wireless. The number assigned to your SafeLink Wireless phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your SafeLink Wireless phone. SafeLink Service can only be activated where SafeLink Service is offered and supported by SafeLink. SafeLink Wireless Services are provided at TracFone Wireless’ discretion. Some functions and features referenced in the Manufacturer’s manual provided with your SafeLink Wireless phone may not be available on your SafeLink Wireless handset. TracFone Wireless may modify or cancel any SafeLink Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

You may be able to activate the Service on a compatible, unlocked handset You provide Yourself (BYOP). Some SafeLink features are available only on SafeLink handsets and will not be available with BYOP. If you are activating your Service with BYOP, you must use a compatible phone that does not interfere with our Service and complies with all applicable laws, rules and regulations. Devices capable only of using data are strictly prohibited and Your use of any such device is grounds for immediate termination of Service without a refund. You are responsible for ensuring that your BYOP wireless phone is compatible with the Service and meets all Federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware, software and/or internet access required in order to use the Service. SafeLink Service will only work with wireless devices that are compatible with our network. Not all services are available with all wireless devices or on all networks. We may remotely change your wireless phone’s software, applications or programming without notice. This could affect your stored data, your phone’s programming and how you are able to use your wireless phone.

### 3. AIRTIME RATES, USAGE AND INCLUDED MONTHLY MINUTES

While you are enrolled in the SafeLink Wireless Program, you will receive a free monthly allotment of airtime minutes as provided for the SafeLink Wireless Program approved in your state. SafeLink Wireless airtime is issued in minute (or unit) increments. Units are deducted from the SafeLink Wireless phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance. Customers with feature phones will receive the following benefits: 750 free nationwide airtime minutes each month and unlimited text messaging.

Customers with service-compatible smart phones will receive the following benefits: 350 free nationwide airtime minutes and 1GB of high speed data each month and unlimited text messaging. Unused minutes will not automatically carry over to the next month. By purchasing and adding a TracFone or SafeLink airtime card (“Airtime Card”) before the 25th of the month, your unused airtime minutes (including your free monthly allotment and any additional Airtime Cards) will carry over for 3 consecutive months from the date of your last Airtime Card redemption. If you purchase and redeem an Airtime Card on or after the 26th day of any month, your airtime balance will be reset and not be carried over to the next month. The minutes you purchased will be carried over together with your next three allotments of free monthly minutes. Adding more than one Airtime Card at the same time will NOT extend your airtime carry over for more than the 3 consecutive months. The 3 month carry over is effective from the date of redemption of the last Airtime Card redeemed to your phone.

You may use your free monthly allotment of airtime minutes to place or receive calls and to access the internet (with certain models of phones). In order to receive your monthly allotment of minutes, you will need to leave your SafeLink Wireless phone powered “on” during the first few days of each month. If you DO NOT receive your monthly allotment of minutes because your phone was not “ON” at the beginning of the month or your phone does not automatically retrieve minutes when powered “ON.” You may self-retrieve by following the instructions below. If for any reason these instructions do not work on your handset, please call us at 1-800-378-1684.

Airtime minutes or data units will be deducted for all time during which your SafeLink Wireless phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically

begins when you press the “send,” “call” or other key to initiate or answer a call and does not end until you press the “end” key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers including Customer Care, 411 and to access your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. Customers will not be charged for calls to Customer Care if they dial 611 directly from their handset. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. No credit or refund is given for dropped calls. Customers in the State of Washington who have a problem with their SafeLink Wireless service and are unable to resolve it by contacting Customer Care, may contact the Washington State Attorney General, Consumer Protection Division, by calling 1-800-551-4636.

**Smartphones:** Smartphones have separate buckets of units for voice calls and data usage. Voice calls are charged at the rate of one (1) unit per minute. Data is charged based on actual usage.

#### 4. SELF-RETRIEVAL AND ADDING AIRTIME

Self-Retrieve Your Monthly Minutes by following these instructions:

- Press the MENU key located in the center of the navigation keys or arrow keys. “Prepaid” will be displayed across your screen. Press SELECT.
- Using the arrow keys on your phone, go to “Redeem Airtime” or “Add Airtime.” If your screen displays a message, scroll down and press OK until you see “Card #” or “Airtime PIN.”
- To Self Retrieve your Monthly Minutes, enter 555 and press OK.

Add or Redeem an Airtime Card by following these instructions:

- Press the MENU key located in the center of the navigation keys or arrow keys. “Prepaid” will be displayed across your screen. Press SELECT.
- Using the arrow keys on your phone, go to “Redeem Airtime” or “Add Airtime.” If your screen displays a message, scroll down and press OK until you see “Card #” or “Airtime PIN.”

If you do NOT have a Promotional Code:

- Enter your 15 digit Airtime PIN number (located on the back of your Airtime Card or on your register receipt) and press OK.

If you have a Promotional Code, follow the instructions for your model of phone:

- For Motorola C139, C155 or Nokia 1112: Enter your 15 digit Airtime PIN plus your 5 digit promotional code and press OK.
- For Motorola W175 and all other models: Enter your 15 digit Airtime PIN and press OK. You should see the phrase “Have a promotional code?” displayed on your SafeLink phone screen. Press the key below YES and follow the prompts.

Make sure to keep your SafeLink Wireless phone ON until you receive your Minutes!

If your phone does not allow you to self-retrieve, your phone does not automatically retrieve your monthly airtime, if you are having difficulty receiving your monthly allotment of minutes or you are having difficulty loading an airtime card, please call Customer Care at 1-800-378-1684.

#### 5. TEXT MESSAGING

You will receive a free unlimited allotment of SMS usage to send and/or open text messages.

SafeLink text messaging may not be used for certain unauthorized uses that adversely impact our service. Examples of unauthorized uses include, without limitation, the following: (i) automated text or picture messaging to another mobile device or e-mail address; (ii) other commercial uses. A customer engaged in any unauthorized use of SafeLink Wireless Service may have his/her Service terminated. Customers will be provided notice and an opportunity to take corrective action with respect to unauthorized uses before their service is terminated.

SafeLink Wireless does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the SafeLink Wireless Program. Please note that SafeLink Wireless does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated “short code” or buying or attempting to buy SMS services from anyone other than SafeLink Wireless. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a SafeLink Wireless authorized campaign. Any text message you send to a “short code” will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns not authorized by SafeLink Wireless are not refundable whether you incur charges as deductions from your SafeLink Wireless phone or from your credit card. You may purchase from SafeLink Wireless ring tones, graphics and certain information services. You may utilize multi-media services with certain SafeLink Wireless models of phones. See SafeLink Wireless Data Services below for more information.

#### 6. INTERNATIONAL CALLING

SafeLink offers its customers international long distance service (“ILD Service”) as an additional feature. These additional terms and conditions apply to customers who purchase and/or use a SafeLink \$10 Global Calling Card. By purchasing or using SafeLink ILD Service, You accept the additional terms and conditions set forth below as such terms may be updated from time to time on our website.

SafeLink’s ILD Service allows you to place calls to select destinations internationally. To determine if your destination of choice is available please check our website at [https://www.safelinkwireless.com/Safelink/service\\_support/international\\_long\\_distance](https://www.safelinkwireless.com/Safelink/service_support/international_long_distance). Please be advised that the destinations which are available may change without notice at any time. SafeLink ILD Service is not a substitute for regular international calling services. It will not allow you to place calls to all destinations or to all countries. SafeLink ILD Service excludes calls to certain high cost wireless and landline, non-geographic and premium numbers.

**SafeLink \$10 Global International Calling Card.** SafeLink offers a \$10 Global Calling Card that must be used with another SafeLink Service Plan in order for it to work. You may add or refill your ILD Service balance in \$10 increments by purchasing a \$10 Global Calling Card from SafeLink directly by calling Customer Care or visiting our website. Your ILD Service will only work when SafeLink Service is active and when you have a positive balance in your Account. If you have purchased a \$10 Global Calling Card, you will not be limited in the number of destination numbers you may call. However, the SafeLink phone number you provide when purchasing a \$10 Global Calling Card will be the only number that is permitted to dial internationally. You will not be able to transfer your ILD Service to another phone number.

The applicable rates to specific countries, regions or cities for customers who have purchased a \$10 Global Calling Card are available online at [https://www.safelinkwireless.com/Safelink/service\\_support/international\\_long\\_distance](https://www.safelinkwireless.com/Safelink/service_support/international_long_distance). All rates are subject to change at any time without prior notice. Calls are billed in one-minute increments. SafeLink’s \$10 Global Calling Card expires 180 days after last use or 30 days after your SafeLink Service is suspended. You are responsible for preventing the unauthorized use of your Account and the Service, and You are responsible for any reduction in value of your Account arising out of authorized and unauthorized use.

SafeLink ILD Service may be provided by other carriers, many of whom may not have a direct contractual relationship or service level agreements with SafeLink. ILD Service provided by these third parties may not be the same as service provided in the United States or by other international long distance carriers. Events beyond our control may affect the availability and/or quality of service. No representation or warranty, express or implied, is made regarding the number of minutes available for calls to a particular country or, after having placed a call, the remaining number of minutes available for calls to any particular country.

You agree not to use SafeLink’s ILD Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (a) interferes with our ability to provide the ILD Service to you or to other customers; (b) violates applicable law or this Agreement; (c) avoids your obligation to pay for the Service; or (d) is not for consumer use. You agree not to resell your SafeLink ILD Service or to use your ILD Service for any unlawful or abusive purpose or in such a way as to create damage or risk to our business, reputation, employees, facilities, third parties or to the public generally.

SafeLink ILD Service is not intended for intrastate dialing in the US, to place calls to area codes 500, 700, 800, 888, 877, 866, 855, 900, 976, 411 or 555, nor to place certain toll-free, operator-assisted, third-party billed, directory assistance or collect calls.

Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole penny. You will be charged for calls based upon the rates that are effective as of the date and time you place the call. You are responsible for safeguarding your ILD Service and Account information. SafeLink is not responsible for and will not issue credit for unauthorized use.

#### 7. AIRTIME CARDS

Your SafeLink Wireless phone will only operate when you have airtime minutes and/or data available on the SafeLink Wireless phone. If you run out of your free monthly allotment of airtime, you may purchase and add additional airtime to your phone. See the instructions above for adding airtime. SafeLink Wireless customers may purchase and use any SafeLink Wireless or TracFone Wireless Airtime Cards for their SafeLink Wireless phone. PLEASE NOTE: TracFone Wireless markets Double Minutes cards for TracFone users. All SafeLink Wireless customers automatically receive Double Minute benefits on any purchases of additional airtime. SafeLink Wireless users will not receive any additional benefit by purchasing a Double Minute card. The free monthly minutes provided to customers enrolled in the SafeLink Wireless Program and any Bonus or Promotional Minutes WILL NOT DOUBLE.

Each TracFone Wireless Airtime Card includes a set number of minutes, data and service days that begin to run from the date you add the airtime to your SafeLink Wireless phone. Bonus and promotional minutes will not double with any TracFone Wireless Double Minute airtime cards. TracFone reserves the right to modify,

adjust and/or eliminate the extra Bonus minutes at any time in its discretion. SafeLink customers may purchase airtime at the rate of 10¢ or less per unit. TracFone reserves the right to adjust its airtime rates at any time in its sole discretion.

#### **8. ANNUAL VERIFICATION AND NON-USAGE DEACTIVATION**

As a SafeLink Wireless customer, You are required to annually verify your continued program eligibility in the SafeLink Wireless Program every year (not including the year you enroll). If you fail to complete your annual verification by your service anniversary date, you will be de-enrolled from the SafeLink Wireless Program. Upon de-enrollment from the SafeLink Wireless Program, you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available airtime minutes and service days remaining on your phone. You may purchase airtime and service days to keep your phone service active. If you are de-enrolled from the SafeLink Wireless Program and You allow your remaining service days to expire or go "past due," Your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.

If your service is deactivated, you may reactivate your service by either re-enrolling in the SafeLink Wireless Program (if eligible) or purchasing and redeeming an Airtime Card with service days. Upon reactivation of your phone, you may be assigned a new telephone number. If you have been de-enrolled from the SafeLink Wireless Program and are not eligible to re-enroll but you wish to keep your service active, You must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the SafeLink Wireless Program or, if no longer eligible, by purchasing and adding an Airtime Card before your Service End Date.

"Non Usage" De-Enrollment and Deactivation: Only subscribers who actively use their LifeLine service are eligible to continue receiving benefits. If you reach 30 days without any Usage (as defined in this section), You will be notified that failure to use your handset within 15 days will result in termination of LifeLine benefits. "Usage" includes any of the following: making a call, answering a call from someone other than SafeLink Wireless, sending a text message, using data services, retrieving your pending minutes by pressing 555, completing the Annual Recertification process, purchasing airtime or data or informing SafeLink Wireless that you wish to continue your participation in the SafeLink Wireless Program. In order to reactivate your SafeLink Wireless phone and re-enroll in the SafeLink Wireless Program, you will need to call Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any airtime for the period of time you were not enrolled in the SafeLink Wireless Program.

#### **9. OUR RIGHT TO TERMINATE YOUR SAFELINK WIRELESS SERVICE**

You agree not to give away, resell or offer to resell the SafeLink Phone or Service provided by the SafeLink Wireless Program. You also agree your SafeLink Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE SAFELINK PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your SafeLink Wireless Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

#### **10. UNAUTHORIZED USAGE; TAMPERING**

SafeLink Products and Service are sold exclusively for use by you, the end consumer. The unauthorized unlocking or resale of your SafeLink Product constitutes a violation of your agreement with SafeLink and will invalidate the Limited Warranty associated with your Product. You agree not to unlock, reflash, tamper with or alter your SafeLink Product in a manner which conflicts with SafeLink's Unlocking Policy referenced in Section IV below. You also agree not to enter unauthorized Service Plan PINs or engage in any other unauthorized or illegal use of your SafeLink Product or the Service, or assist others in such acts, or to sell and/or export SafeLink Products outside of the United States. Improper, illegal or unauthorized use of your SafeLink Product may result in immediate termination of your Service without notice and legal action. SafeLink will strictly enforce its rights under this provision and will prosecute violators to the full extent of the law.

If your SafeLink Product has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. Any violation of the restrictions on the use of your SIM card that are contained in this section may result in the immediate termination of your service without notice. The Carriers, TracFone Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. In the event of termination for any other unauthorized usage, You will forfeit unused airtime and service and you will not be entitled to receive a refund for your SafeLink Product or for any unused airtime and service.

#### **11. COVERAGE MAPS AND ROAMING**

You will find coverage maps on our website at [tracfone.com](http://tracfone.com). These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. TracFone Wireless does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your SafeLink Wireless phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for roaming calls for the SafeLink Wireless phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

#### **12. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT**

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At anytime, TracFone Wireless reserves the right to substitute and/or replace any SafeLink Wireless equipment (including handsets) with other SafeLink Wireless equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular SafeLink Wireless handset may not be available on your phone. TracFone Wireless does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither TracFone Wireless, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your SafeLink Wireless phone outside during a lightning storm. You should also unplug the SafeLink Wireless phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

#### **13. LOST OR STOLEN PHONE POLICY**

All reported lost and stolen phones will be permanently deactivated. Any airtime that you may have had on your lost or stolen phone will be lost. If you wish to continue receiving SafeLink service, you may either buy a replacement phone from us, or provide your own unlocked phone, and purchase a replacement SIM card.

#### **14. DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

#### **15. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS**

Any hearing, visual or speech impaired persons interested in applying for a specially equipped SafeLink Wireless must call SafeLink Wireless at 1-877-799-9989 and specify the need(s) to an agent and TracFone Wireless will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

#### **16. EMERGENCY CALLS**

SafeLink Wireless customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and You should dial 911 from the nearest landline phone.

#### **17. DATA SERVICES**

**Data Plans for SafeLink Smartphones.** SafeLink Smartphone users may purchase TracFone Data Cards which will provide a specified amount of data access without minute deductions. Data Cards provide a set amount of data access identified on the face of the card, denominated in megabytes or gigabytes. Data Cards can be added to your phone at any time, as long as the Service is active. Data Cards do not include minutes or service days. Data Cards do not triple. Unused data will expire upon your Service End Date. Data Cards are available online and at retail locations.

**Modifications, Interruptions, or Discontinuation of Data Service.** SafeLink Wireless does not guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. SafeLink Wireless reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in certain areas. SafeLink Wireless is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a

refund or credit from SafeLink Wireless for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

**Non-Rated Content.** SafeLink Wireless and TracFone Wireless strive to present and offer only generally acceptable content. However, it is impossible to proof all content, titles and news articles for appropriate content. Our wireless content is NOT rated and you are solely responsible for the use of such material, which may be offensive or objectionable to you or to others. You agree not to hold SafeLink Wireless or TracFone Wireless liable for any offensive or objectionable content.

**WI-FI CALLING** Wi-Fi Calling may be available only on phones that are Wi-Fi Calling capable and that have a Wi-Fi Calling enabled SIM card (depending on the Carrier). Wi-Fi Calling provides you the ability to make and receive phone calls and text messages over a Wi-Fi connection. Wi-Fi Calling enhances your coverage in buildings and other locations. If you use a Wi-Fi network for making or receiving calls and text messages or for any other reason, you acknowledge and agree that your use of such Wi-Fi network is permissible and that you are solely responsible for such use. Using your Wi-Fi Calling feature may provide you with access to an unsecured Wi-Fi network which could impact your data security. You can disable Wi-Fi Calling by toggling it off in your device settings menu.

Although we recommend that you use your wireless service as your primary method of contacting 911, you may be able to use Wi-Fi Calling for dialing 911 if your phone is equipped with this feature and you have access to the internet through your phone's Wi-Fi connection. To dial 911 using Wi-Fi Calling, you must provide us with an address for your primary use of Wi-Fi ("Primary Address") at the time of activation. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address online at [e911-reg.tracfone.com](http://e911-reg.tracfone.com) or by contacting Customer Care at 1-877-440-9758. It may take 24 hours or more to update your address information. If you do not give us your Primary Address, we will block your ability to use Wi-Fi calling. When you use Wi-Fi Calling to dial 911 and you are away from your Primary Address, we will have no information about your location. As such, always be prepared to report your precise location to emergency responders.

Please be aware that dialing 911 via Wi-Fi Calling requires access to the internet and operates differently than traditional 911 calling services. For example, 911 service via Wi-Fi Calling may be limited or not available due to various circumstances, including, relocation of equipment, loss or disruption of power, internet or wireless service, internet congestion or a connection failure, delays in availability of registered location information, and/or other technical problems.

**TTY Limitations for 911 Calls:** Due to technical limitations, Wi-Fi Calling cannot be used with TTY devices and will not support 911 calls over TTY devices. Persons with communications disabilities can still reach 911 services by either (1) calling 911 directly using a TTY over the cellular network or from a landline telephone, or (2) sending a text message to 911 directly (in areas where text-to-911 is available) from a wireless device, or (3) using relay services to place a TTY or captioned telephone service (CTS) call from a wireless phone over the cellular network or from a landline telephone, or (4) using relay services to place a IP Relay or IP CTS call over a cellular data or other IP network

## 18. LIMITATION OF LIABILITY

SafeLink Wireless and TracFone Wireless are not liable to you for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. SafeLink Wireless and TracFone Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your SafeLink Wireless phone is returned to SafeLink Wireless for any reason, TracFone Wireless is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

## 19. INDEMNIFICATION

You agree to indemnify and hold harmless SafeLink Wireless and TracFone Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of a SafeLink Wireless phone and/or use of the SafeLink Wireless Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

## 20. DISPUTE RESOLUTION

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care department at 1-800-378-1684. As such, You agree that You will first contact with any dispute and provide a description of the nature of the dispute, all relevant documents, other information concerning the dispute, and Your proposed resolution before taking any formal action. If we are unable to reach a resolution of Your dispute within 30 days of Your notice to us, You agree that You will submit the dispute to binding arbitration as set forth in this provision or small claims court rather than filing a lawsuit. You may forward Your dispute to: TracFone Wireless, Inc., Attn: Executive Resolution Department, 9700 NW 112 Avenue, Miami, FL 33178.

MASSACHUSETTS CUSTOMERS: Complaints regarding LifeLine service may also be directed to the Massachusetts Department of Telecommunications and Cable at (800) 392-6066 or (617) 305-3531.

## BINDING ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE.** IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) THROUGH BINDING ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THAT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF TRACFONE'S AGREEMENT WITH YOU. YOU AGREE THAT YOU ARE AWARE THAT THERE IS NO JUDGE NOR JURY IN ARBITRATION BUT THAT AN ARBITRATOR MAY AWARD YOU THE SAME DAMAGES AND RELIEF THAT YOU MAY BE ABLE TO RECOVER IN A COURT OF LAW. YOU AND TRACFONE FURTHER AGREE THAT THE ARBITRATOR MUST HONOR THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY BRING A CLAIM IN SMALL CLAIMS COURT.

This provision is intended to encompass all disputes or claims arising out of Your relationship with TracFone, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory). References to You and TracFone include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns.

All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to TracFone by contacting our Executive Resolution Department, as set out above, to allow an opportunity to resolve the dispute prior to initiating arbitration. If your dispute proceeds to arbitration, the arbitration of any dispute shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA a 1-800-778-7879, or by contacting TracFone's Executive Resolution Department as set out above. You and TracFone agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Additionally, for claims of \$10,000 or less, You can choose to proceed with arbitration being decided on the documents submitted in an effort to minimize costs and the time it may take for an arbitrator to reach his or her decision.

You and TracFone agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide, or representative basis. Further, You and TracFone agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide, or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void.

Absent a finding that Your demand is frivolous, brought for an improper purpose, or malicious as set forth by the standards of Federal Rule of Civil Procedure 11(b), TracFone will pay the filing, administration, and arbitrator fees of an arbitration initiated in accordance with this Agreement. If, however, the arbitrator does deem that Your demand was frivolous, was brought for an improper purpose, or was malicious under the same standard used in a court of law, payment of all fees will be divided between You and TracFone in accordance with AAA Rules. Additionally, TracFone hereby waives any right to seek its attorney's fees from You in the event that it prevails in the arbitration, except where Your demand is deemed frivolous, brought for an improper purpose, or malicious under the standard set out above. Nothing in this section shall be construed by an arbitrator as barring an award of attorney's fees to You, the customer, where the law would so provide. If You initiate an arbitration in which You seek more than \$50,000 in damages, the payment of fees will be governed by the AAA rules.

If TracFone made You a settlement offer that You rejected prior to entering arbitration and the arbitrator ultimately finds in Your favor in any respect with an award that is greater than the last written offer made to You by TracFone, TracFone will pay You the amount of the award or a minimum of \$5,000, whichever is greater. Additionally, TracFone will pay Your attorney twice the reasonable expense of attorney's fees as well as reimbursing any expenses that Your attorney reasonably incurs for investigating, preparing, and pursuing Your claim. If TracFone opted not to make You a written settlement offer, these same terms apply, meaning that You are guaranteed a minimum award of \$5,000 if the arbitrator finds in Your favor and that TracFone will reimburse Your reasonable attorney's fees twofold. The arbitrator will be the arbiter of what constitutes reasonable fees, and You and TracFone agree that the arbitrator may make any rulings as to the payment and reimbursement of fees and expenses for an additional 14 days after the arbitrator's ruling on the merits.

Unless You and TracFone agree otherwise and in an effort to reduce the burden of arbitration on You, the location of any arbitration shall be in the county of Your, the customer's, residence for those customers located within the United States. For customers residing outside of the United States, the location of arbitration shall be Miami, Florida, unless You and TracFone agree otherwise. Either or both parties may participate in the proceedings by telephone. The arbitrator shall apply the law of the State in which You, the customer, reside to the dispute.

If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, You and TracFone waive to the fullest extent permitted by law, (i) any right to pursue any claims on a class or consolidated basis and (ii) Your right to serve in a representative capacity in any class or consolidated basis. Neither You nor TracFone shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

In the event that any claim proceeds in a court of law rather than through arbitration, You and TracFone agree that there will not be a jury trial. You and TracFone unconditionally waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement in any way. You and TracFone further agree that in the event of litigation, this section of the Agreement may be filed as an exhibit illustrating a knowing and written consent of any right to a trial by jury.

YOU HAVE THE RIGHT TO OPT OUT OF THIS PROVISION COVERING DISPUTE RESOLUTION BY BINDING ARBITRATION WITHIN 30 DAYS OF THE ACTIVATION OF YOUR SERVICE. IN THE EVENT YOU ACTIVATE SERVICE WITH TRACFONE AND DO NOT OPT OUT OF THIS PROVISION WITHIN 30 DAYS, YOUR INACTION SHALL BE DEEMED TO BE CONSENT TO THIS PROVISION COVERING DISPUTE RESOLUTION. YOU MAY OPT OF THIS PROVISION BY CALLING US AT 1-800-378-1684 OR BY WRITING TO TRACFONE WIRELESS, INC., ATTN: EXECUTIVE DISPUTE RESOLUTION, 9700 NW 112 AVENUE, MIAMI, FL 33178 . ANY OPT-OUT RECEIVED AFTER THE OPT-OUT DEADLINE (OR, IN THE CASE OF THOSE MAILED, POSTMARKED AFTER THE OPT-OUT DEADLINE) WILL BE INVALID, AND YOU MUST PURSUE YOUR CLAIM IN ARBITRATION.

#### 21. CHOICE OF LAW

This Agreement shall be construed under the laws of the law of the State in which you reside without regard to its choice of law rules, except for the arbitration provision contained herein, which will be governed by the Federal Arbitration Act. If you reside outside of the United States, then this Agreement will be governed by the laws of the state of Florida.

#### 22. PRIVACY POLICY

To view the SafeLink Wireless Privacy Policy please refer to the SafeLink Wireless website found at SafeLink.com.

#### 23. LIMITED WARRANTY

Your SafeLink Wireless phone is covered by a one year limited warranty, set forth below, administered by SafeLink Wireless. A reconditioned SafeLink Wireless phone also has a one year limited warranty provided by SafeLink Wireless and all SafeLink Wireless accessories have a 90-day limited warranty against defects in materials and workmanship under normal use by the purchaser. You may obtain warranty service directly from SafeLink Wireless.

**How to Obtain Warranty Service.** To obtain warranty service from SafeLink Wireless on a new or reconditioned phone or SafeLink Wireless accessories, please contact Technical Support at 1-800-378-1684 from a landline or another phone in order to avoid using up your minutes. If your problem cannot be resolved over the phone, our SafeLink Wireless technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated SafeLink Wireless Service Center for repair or replacement, at SafeLink Wireless's discretion.

**Terms of Limited Warranty.** SafeLink Wireless warrants to you, the Customer, that your SafeLink Wireless cellular phone ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

1. The limited warranty for a new or reconditioned SafeLink Wireless Phone extends for one (1) year beginning on the date of the purchase of your SafeLink Wireless Phone. The limited warranty on a SafeLink Wireless accessory extends for ninety (90) days beginning on the date of the purchase of your SafeLink Wireless accessory.
2. The limited warranty extends only to the original customer ("Consumer") of the Product and is not assignable or transferable to any subsequent end-user. The limited warranty extends only to Consumers who purchase the Product in its original packaging from an authorized dealer. Upon request from SafeLink Wireless, the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
3. During the limited warranty period, SafeLink Wireless will replace or repair, at SafeLink Wireless's sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished replacement Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. SafeLink Wireless may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. SafeLink Wireless's limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to SafeLink Wireless for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. SafeLink Wireless shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
4. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - a. The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of SafeLink Wireless, including damage caused by shipping.
  - b. The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended for interconnection by SafeLink Wireless.
  - c. SafeLink Wireless was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days after the expiration of the applicable limited warranty period.
  - d. The Product serial number plate or the enhancement data code has been removed, defaced or altered.
  - e. The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.
  - f. The Product is outside of the one (1) year Limited Warranty period.
5. SafeLink Wireless does not warrant uninterrupted or error-free operation of the Product or service. SafeLink Wireless cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. If a problem develops during the limited warranty period, the Consumer shall contact SafeLink Wireless Customer Care for repair or replacement processing of the Product. SafeLink Wireless shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.
6. You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.
7. SAFELINK WIRELESS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SAFELINK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SAFELINK KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SAFELINK SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES OR OTHER CONTENT.
8. Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may also have other rights which vary from state to state.
9. SafeLink Wireless neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
10. This is the entire warranty between SafeLink Wireless and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
11. This limited warranty allocates the risk of failure of the Product between the Consumer and SafeLink Wireless. The allocation is recognized by the Consumer and is reflected in the purchase price.

#### 24. SAFELINK UNLOCKING POLICY

For Customers with SafeLink Handsets Capable of Being Unlocked: SafeLink will provide an unlocking code to SafeLink customers who request unlocking, provided they meet the following conditions:

1. Customers must request handset unlocking. SafeLink will unlock handsets of current and former SafeLink customers without charge. Non-former customers may request unlocking, but SafeLink may charge a reasonable fee.
2. The handset must have been activated on SafeLink service for no fewer than 12 months, with 12 months of LifeLine supported service or paid airtime redemptions.
3. Customers must possess a handset that is not reported stolen, lost, or associated with fraudulent activity.
4. If a customer in good standing requesting handset unlocking is deployed as military personnel, upon provision of deployment papers, SafeLink will honor that customer's unlocking request.

#### Note Regarding SafeLink's Unlocking Policies.

SafeLink may refuse any unlock request that would result in an abuse of these policies or is part of an effort to defraud SafeLink or its customers. These policies are subject to change at SafeLink's discretion without advance notice.

For Customers with SafeLink Handsets not Capable of Being Unlocked: Beginning May 1, 2016, SafeLink will provide SafeLink customers with an unlocked replacement handset if they meet the following conditions:

1. Customers must request handset unlocking. Only the original approved SafeLink subscriber is eligible to make the request.
2. Customers must have had their locked device activated on SafeLink service for no fewer than 12 months, received LifeLine supported service or redeemed air time cards in no fewer than 12 months, and not have had their telephone number recycled or ported.
3. Customers must request this interim unlocking solution while their service is active or within 60 days after their service expires. This 60-day grace period applies even if the customer's telephone number was recycled or ported.

4. Customers must currently own a SafeLink branded handset model activated with SafeLink service after February 11, 2014.
5. Customers must possess a handset that is in working condition.
6. Customers must possess a handset that is not reported stolen, lost, or associated with fraudulent activity.
7. If a customer requesting handset unlocking is deployed as military personnel, upon provision of deployment papers, SafeLink will honor that customer's unlocking request by sending a refund for the trade-in value of the used, locked phone returned by the customer without regard for the 12 months of service activation and air card redemption eligibility requirements. However, all other eligibility criteria apply to SafeLink's customers who are deployed military personnel.
8. Customers are eligible for this program only once every twelve months.

After a LifeLine eligible customer contacts SafeLink to request an unlocked handset, SafeLink will send the customer a comparable unlocked handset via courier who will deliver the unlocked handset in exchange for the customer's locked handset. SafeLink will effectuate this replacement in good faith to minimize inconvenience to the customer, including offering Saturday delivery, and will provide instructions for activating the unlocked handset. At the customer's option, SafeLink alternatively will provide a pre-paid mailer for return of the locked handset, and return the unlocked handset to the customer, within six business days.

Customers who would like to check if they are eligible or submit an unlocking request can do so through an online portal at the SafeLink website, or by calling 1-888-442-5102.

## 25. ENTIRE AGREEMENT

This Agreement, the Privacy Policy, the Limited Warranty, the Unlocking Policy, and the additional terms and conditions below (to the extent applicable) constitute the entire Agreement between You and TracFone Wireless, Inc. with respect to any SafeLink Product and/or Service. The failure of either party to enforce any of the terms set forth herein shall not be construed to be a waiver of any such terms nor in any way affect the validity and enforceability of these Terms. No waiver of a breach of any term shall be deemed a waiver of any other or subsequent breach of a term. In the event any provision contained in this Agreement is deemed unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

## ADDITIONAL TERMS AND CONDITIONS FOR SAFELINK UNLIMITED PLANS

In addition to the Terms and Conditions for SafeLink service, the following Terms and Conditions apply to SafeLink Unlimited Plans.

**Unlimited Talk and Text Plan:** With the basic SafeLink Unlimited plan you receive unlimited nationwide calling and text messaging. Data is not provided with the SafeLink Unlimited Voice and Text Plan. When subsidized by the California LifeLine Program, this plan is free. You do not need to purchase or redeem a service card to use this plan. Your benefits will be renewed as long as you are eligible for service under the applicable state and federal rules governing LifeLine. Please note that SafeLink Wireless does not track "per minute" usage for plans that include unlimited nationwide calling and text messaging.

**Unlimited Talk, Text and Data Plans:** SafeLink offers two Unlimited Plans which include a fixed amount of high speed data for each 30-day plan cycle at an additional cost to the consumer. To use these plans, the consumer must purchase and redeem a service card. After your high speed data threshold is reached, your data speed will be reduced to as low as 64 kbps for the remainder of your 30-day plan cycle. Your high speed data will be restored once your next 30-day plan cycle begins unless you purchase a new service card prior to the start of your next 30-day plan cycle. If your data speed is reduced, the reduced speed may impact the functionality of some data applications, such as streaming audio or video or web browsing. The Unlimited service plans are subject to certain limitations. See additional terms below.

Actual data speeds are subject to your wireless device's capabilities, coverage available in your local area and existing network conditions. Data transmitted over Wi-Fi does not count against your data usage. To preserve your high speed data, you can sign into Wi-Fi whenever possible including at home, in the office, or free public locations such as coffee shops, restaurants, grocery stores, and universities – but recognize that public Wi-Fi locations may not be secure. Apps like Wi-Fi Finder, available from the Google Play Store, can help you find open networks. Additionally, Apps such as My Data Manager can help you keep track of your Wi-Fi and cellular data usage.

**Refilling your Service:** Your SafeLink Unlimited will only operate when your Service is active and you have a positive Service balance in your account. Minutes, texts, data and Service days do not have cash value and do not accumulate. SafeLink Services are non-refundable. No refunds or discounts will be given for (i) unused Service balances that expire by your Service End Date; (ii) unused Service balances on your SafeLink phone if it is lost or stolen; or (iii) Services purchased that are not compatible or supported by your SafeLink phone. Any unused Service Balance(s) that exist at the time you refill your Service and/or at your Service End date will not carry over or accumulate. Customers whose SafeLink phones are not data-enabled or that cannot use Mobile Web Access will not receive a discount or refund for the unused data service.

**Service End Date:** Your "Service End Date" is the last day of your Service period. When you refill Services on your phone, your Service End Date will be reset to the number of Service Days on your refilled plan or service card. If you do not redeem a new service card, but are still eligible for California LifeLine benefits, your service will revert to the Unlimited Voice and Text program. You will still have access to unlimited voice and text service, but will not have access to data services until another card is redeemed.

**SafeLink Unlimited Service Plan Cards for Plans Including Data:** SafeLink Unlimited Plan Cards are available online at SafeLink.com. You may be charged applicable taxes and fees at the time of purchase in certain areas. Service begins on the day you add the Services to your SafeLink phone. Once your Service is active with an Unlimited Service Plan or Card, all subsequent Unlimited Service Plans or Cards you redeem will be placed in your SafeLink Reserve and will be automatically applied to your phone on your Service End Date. Service Cards do not expire except as specifically permitted by law. Credit card fraud is a criminal offense. At SafeLink, we use automated and manual systems to obtain and confirm proper credit card authorization. Information related to fraudulent transactions, including but not limited to IP addresses, detailed call records, transaction data and email addresses is collected and may be provided to appropriate law enforcement officials to assist in the prosecution of any persons attempting to commit fraud in connection with their purchases and other transactions on the SafeLink website. You must notify us in writing of any disputed charges within sixty (60) days of the charges or you will have waived your right to dispute the charges.

## DATA SERVICES FOR UNLIMITED PLANS

Depending on your phone's features, functions, and capabilities, you may use data services ("Data Services") to access the internet and mobile apps to browse, purchase and download online content from websites and apps affiliated with SafeLink Wireless or from other third-party websites and apps. Unless you are using Wi-Fi, any data you access by using your SafeLink Wireless phone will count against your data balance ("Data Usage"). Data Usage begins when your phone makes a data connection. This could occur for example, by opening an internet browser window or an app installed on your device, sending or receiving a multi-media message (a photo or video), initiating a content download, or if internet access is somehow initiated for any other purpose. Data Usage ends when your data connection terminates. The duration of your data connection and the related Data Usage are not determined from the exact moment you press a button on your SafeLink Wireless phone. Data Usage depends on the size of the content and the actual time it takes to download or transmit the content or multimedia message.

In addition to Data Usage which counts against your data balance, there will be additional charges each time you purchase content to download online ("Content Charge") unless the content being download is free. Content Charges vary depending on the type of content you purchase and download. You will be advised of any Content Charges prior to finalizing any content you purchase. Any web content or application you purchase and download may only be used or viewed on the SafeLink Wireless phone used to purchase and download the content and cannot be transferred to another phone or device, including a new SafeLink Wireless phone. Web content, app purchases, and app store purchases are non-refundable and non-transferable.

**Availability, Interruptions and Discontinuation of Data Service:** SafeLink Wireless does not guarantee the availability of Data Services in your coverage area and reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available outside of your coverage area. SafeLink Wireless is not responsible and will not be liable for any modifications, interruptions or discontinuation of Data Services or for your failure to receive any purchased web content or application. If Data Services are modified, interrupted, discontinued or cancelled, SafeLink Wireless will not issue any refunds or reimburse you for any unused Services. If you cancel or attempt to cancel a download, the purchase of web content or an application, or the transfer of a multi-media message in progress, or if either of these or any other similar processes are otherwise interrupted through no action on your part, it is possible that you still incur a charge in accordance with these Terms and Conditions.

Data Services are provided on an "AS IS" and "AS AVAILABLE" basis. SafeLink Wireless does not warrant that Data Services will be uninterrupted or error or virus-free. No warranty of any kind, either express or implied, including but not limited to warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or content accessed when using Data Services. You expressly agree and acknowledge that use of Data Services is at your sole risk and that you may be exposed to content from various sources that may be harmful or malicious.

**Downloadable Third Party Web Content and Apps:** You may download free or purchased web content and apps from third parties that are unrelated to SafeLink Wireless. If you are using Wi-Fi, data will not be deducted from your data balance for the download. For any third party downloads attributed to your Account, you agree that SafeLink Wireless is not responsible for the download, installation, use, transmission failure, interruption, or delay, of any web content, website, app, or app store you accessed. Any support questions related to third party downloads, apps, or web content should be directed to the third-party and not SafeLink Wireless. When you use, download or install web content and apps sold by a third party, you may be subject to additional terms and conditions or terms of use between you and the third party seller. SafeLink Wireless is not responsible for any third party content, advertisements, or websites you may access using your phone.

If you visit any third-party website or use any third party app, the website or app may access, collect, use or disclose your personal information or require the network carrier to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or download third party apps by using Data Services, you agree and authorize SafeLink Wireless and the network Carrier to provide information related to such use. You understand that your use such third party apps is subject to the third party's terms

and conditions and policies, including its privacy policy. You should refer to the third party's privacy policy for information regarding their use of information collected when you download, install, or use web content or apps from that third party.

**Information on Phones:** Your Phone may contain sensitive or personal information. SafeLink is not responsible for any information on your phone, including sensitive or personal information, data or photographs. If possible, you should remove or otherwise safeguard any sensitive or personal information, data and photographs when your phone is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your phone. By submitting your phone to us, you agree that our employees, contractors or vendors may access all of the information on your phone.

**Non-Rated Content:** Content that can be accessed or viewed by using your Data Services is not rated or filtered by SafeLink Wireless and you are solely responsible for the use of such material, which may be offensive or objectionable to you or to others. Anytime you use Data Services, you agree not to hold SafeLink Wireless liable for any offensive or objectionable content. Data Services are not intended for use by children. In the event that you, as a legal guardian allow your child to use your phone's Data Services, you acknowledge that your child has the permission to use the Data Services available on your phone, including, without limitation, email and web browsing capabilities. You further acknowledge that as a legal guardian, it is your responsibility to determine whether use of Data Services is appropriate for your child. If you browse the internet using Data Services, you agree that you are of the minimum legal age to visit certain sites and you agree not to visit any illegal sites. Not all websites will be available with SafeLink Wireless Data Service. Access to certain websites may be blocked or unavailable due to carrier or other restrictions.

Data Services are for individual use only and may not be offered for resale. SafeLink Wireless reserves the right to take measures to protect the Carrier's networks and other users from harm, compromised capacity or degradation in performance. These measures may impact your Data Service, and we reserve the right to deny, modify or terminate your Data Services, with or without notice, if we believe you are using your Data Services in a manner that adversely impacts a Carrier's network. We may monitor your compliance with these Terms and Conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law.

#### **UNLIMITED PLANS INTENDED USE**

SafeLink Wireless Unlimited Plans may only be used for the following purposes: (a) person to person voice calls (b) text and picture messaging and (c) internet browsing and ordinary content downloads. SafeLink Wireless's Unlimited Plans may not be combined with any other discount or promotion. National roaming capability may be discontinued or changed at any time without notice. SafeLink Wireless reserves the right to terminate the Service of any SafeLink Wireless customer who is roaming for 50% or more of usage in any 3 billing cycles within a 12 month period.

SafeLink Wireless Unlimited Plans may not be used for certain unauthorized uses that adversely impact our service. Examples of unauthorized uses include, without limitation, the following: (i) continuous uninterrupted mobile to mobile or mobile to landline voice calls; (ii) automated text or picture messaging to another mobile device or e-mail address; (iii) uploading, downloading or streaming of uninterrupted continuous video; (iv) server devices or host computer applications, including, but not limited to, web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer ("P2P") file sharing; or (v) as a substitute or backup for private lines or dedicated data connections. A customer engaged in any unauthorized use of SafeLink Wireless Service may have his/her Service throttled and/or terminated. Customers will be provided notice and an opportunity to take corrective action with respect to unauthorized uses before their service is terminated.

Unlimited voice services may not be used for monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing activity, autodialed calls, or robocalls. SafeLink Wireless reserves the right to cancel or deactivate Service or reduce data throughout speeds in order to protect the Carrier's network from harm due to any cause including, without limitation, the excessive and/or unauthorized use of SafeLink Wireless Service. SafeLink Wireless reserves the right to limit throughout or amount of data transferred and to deny or terminate Service to anyone SafeLink Wireless believes is using their Service in an unauthorized manner or whose usage, in SafeLink Wireless's sole discretion, adversely impacts a Carrier's network or customer service levels. SafeLink Wireless will presume you are engaging in an unauthorized use in violation of these Terms and Conditions, if in SafeLink Wireless's sole discretion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your talk, text or data usage is harmful or disruptive to the Carrier's network or service levels. If we determine, in our sole discretion, that you are using your Service in violation of the SafeLink Wireless Terms and Conditions or in any other manner that we deem to be unreasonable or excessive, we may terminate individual calls or data connections, terminate or reduce data throughout or terminate your Service, decline to renew your Service, or offer you a different Service plan with no unlimited usage component.

SafeLink Wireless may discontinue providing Service to you, discontinue your account, terminate data connections and/or reduce data throughout speeds for customers whose usage, in the sole judgment of SafeLink Wireless: (1) appear likely to generate abnormally high call volumes or data usage and/or abnormally long average call lengths or data usage as compared to the usage of other SafeLink Wireless customers or (2) may be harmful, disruptive, or interfere with the Carrier's network, SafeLink Wireless's service or the ability to provide quality service to other customers. By initiating Service and placing or receiving calls, you acknowledge and agree to SafeLink Wireless's right to terminate your Service under these circumstances.

SafeLink Wireless may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

**SAFELINK WIRELESS UNLIMITED PLAN FEATURES CANNOT BE USED FOR:** access to the Internet, intranets, or other data networks except as the device's native applications and capabilities permit.