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October 16, 2015

**VIA ELECTRONIC FILING**

Ms. Barcy F. McNeal  
Public Utilities Commission of Ohio  
Chief, Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793

Re: TracFone Wireless Inc. – Notice of Change in Terms and Conditions of Service  
Case Number 10-0614-TP-UNC

Dear Ms. McNeal:

Pursuant to Paragraph 11 of the Commission's Supplemental Finding and Order conditionally designating TracFone Wireless Inc. ("TracFone") as an Eligible Telecommunications Carrier in the above-captioned case, TracFone hereby provides notice to the Commission of a change in its terms and conditions of service offered to its SafeLink Wireless® Lifeline customers. Specifically, the number of free monthly minutes has increased from 250 to 350 minutes. There are also formatting changes and state-specific changes not applicable to Ohio. A copy of the new Terms and Conditions of Service is attached.

If you have any questions, please feel free to contact Stephen Athanson, Regulatory Counsel for TracFone, at (305) 715-3613 or [sathanson@tracfone.com](mailto:sathanson@tracfone.com) or undersigned counsel for TracFone.

Sincerely,

  
Debra McGuire Mercer

Enclosure

cc: S. Athanson

# Enclosure



# 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 \(http://www.safelink.com/\)](http://www.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.

Note for our California customers: See specific details about the California program at the end of the terms and Conditions.

## 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 set by each state 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. The monthly airtime minutes provided by the SafeLink Wireless Program will vary from state to state (in Washington state, the number of monthly airtime minutes is 68 under Plan Option 1) and will be based upon the Plan Option selected. Please call SafeLink Wireless at 1-800-SAFELINK or visit our website at [safelink.com](http://www.safelink.com) (<http://www.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 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 will receive a SafeLink Wireless phone delivered to your home address noted in the application. 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. Your SafeLink Wireless phone can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. 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.

### 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 and the minute Plan that you select. 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. If you are on Plan 1, there is no additional charge for international long distance to countries designated at [tracfone.com](http://www.tracfone.com) (<http://www.tracfone.com>). SafeLink Wireless offers three plans that are currently available to all new and existing SafeLink Wireless customers. Each plan offers different benefits, features and carryover options. The Plans that are currently available are:

| Plan   | Free Monthly Minutes<br>Included in Plan | Unused Minutes<br>Carryover Each Month | Text Messages<br>Included* | Free International<br>Long Distance | Voicemail<br>Caller ID<br>Call<br>Waiting |
|--------|--|--|----------------------------|-------------------------------------|---|
| Plan 1 | 68 in all states (80 in MA)              | Yes                                    | unlimited                  | Yes                                 | Yes                                       |
| Plan 2 | 125                                      | Yes                                    | unlimited                  | No                                  | Yes                                       |
| Plan 3 | 350                                      | No**                                   | unlimited                  | No                                  | Yes                                       |

\*Subject to Terms and Conditions.

\*\* With Plan 3, your phone will reset to 350 minutes each month when your monthly minutes are delivered. Unused minutes will not automatically carry over to the next month. You may carry over unused airtime minutes on this plan for up to 3 consecutive months if you purchase and add airtime from a TracFone Airtime Card before the 25th day of the month. By purchasing and adding a TracFone airtime card before the 25th of the month, your unused airtime minutes (including your free monthly allotment and any additional TracFone Airtime cards) will carry over for 3 consecutive months from the date of your last TracFone Airtime Card redemption. If you purchase and redeem a TracFone 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.

New SafeLink Wireless customers must choose a plan upon enrollment. Existing SafeLink Wireless customers who wish to switch plans may do so at [safelink.com](http://www.safelink.com/) (<http://www.safelink.com/>) or by calling 1-800- SafeLink. If you switch plans before the 25th day of any given month, the change will be effective the following month. If you switch plans on or after the 25th day of the month, the change will be effective in the second month following your request to switch plans.

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 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. Airtime minutes will be deducted for use of other services such as accessing the TracFone Wireless Mobile Web (“WAP”). 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.

#### 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.

International calling is available only if you are enrolled in Plan 1. If you selected Plan Option 1, you may use your SafeLink Wireless phone to make international calls to landlines and some cellular phones in some countries at no additional charge (see [tracfone.com](http://www.tracfone.com) (<http://www.tracfone.com>) for available countries and details). The countries where international calling is available under Plan 1 are subject to change at any time without prior notice. In order to place an international call, you will need to dial 1-800-706-3839 (the International Long Distance ("ILD") access number) and follow the instructions. If you are calling from Alaska, Hawaii or the US Virgin Islands, the ILD Access number you should dial is 305-938-5673. Airtime deductions for international calls begin the moment the ILD access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When placing international calls, you may experience connection failures more frequently than calls made within the United States. SafeLink Wireless will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your SafeLink Wireless phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands (the "Coverage Area"). Any attempt to make or receive calls when you are located outside of the Coverage Area could result in service deactivation and de-enrollment from the SafeLink Wireless Program. International calling is not available under Plan Option 2 or 3.

## 7. AIRTIME CARDS.

Your SafeLink Wireless phone will only operate when you have airtime minutes 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 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.

For each TracFone Wireless airtime card or PIN purchased at our regular price and added to a SafeLink phone, the SafeLink customer will receive the following:

| Minutes on Face of TracFone Card (Purchased at Regular Price) | Total Minutes Provided | Service Days | Price of Card | Other |
|---|------------------------|--------------|---------------|-------|
| 30  | 100                    | 30 or 45     | \$9.99        | N/A   |
| 60  | 200                    | 90           | \$19.99       | N/A   |
| 90  | 250                    | 90           | \$24.99       | N/A   |
| 120   | 300                    | 90           | \$29.99       | N/A   |
| 200   | 400                    | 90           | \$39.99       | N/A   |
| 450   | 900                    | 90           | \$79.99       | N/A   |
| One Year Service Card   | 500 or 800             | 365          | \$99.99       | N/A   |

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 calendar year (not including the year you enroll). If you fail to complete your annual verification by December 31 of each year, 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 a TracFone Wireless 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 TracFone airtime cards 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 exceed 2 months without any Usage (as defined in this section), You will be notified that failure to use your handset within 30 days will result in service termination. “Usage” includes any of the following: making a call, answering a call from someone other than SafeLink Wireless, retrieving your pending minutes by pressing 555, completing the Annual Recertification process, purchasing airtime 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.

The SafeLink Wireless handset is provided exclusively for use by you, the end consumer with the SafeLink Wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your SafeLink Wireless handset, including without limitation, any resale, and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to re-flash, tamper with or alter your SafeLink Wireless phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your SafeLink Wireless phone or the Service, or assist others in such acts, or to sell and/or export SafeLink Wireless handsets outside of the United States. These acts violate TracFone Wireless' rights and state and federal laws. Improper, illegal or unauthorized use of your SafeLink Wireless phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. TracFone Wireless will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your SafeLink Wireless phone shall entitle TracFone Wireless to recover liquidated damages from you in an amount of not less than \$5,000 per SafeLink Wireless handset purchased, sold, acquired or used in violation of this agreement.

Some SafeLink Wireless handsets have SIM cards. If your SafeLink Wireless phone 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 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. You may not remove your SIM Card from your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of your service and de-enrollment from the SafeLink Wireless Program. The Carriers, TracFone Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your SafeLink Wireless phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by TracFone Wireless for which your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

## 11. COVERAGE MAPS AND ROAMING.

You will find coverage maps on our website at [tracfone.com](http://www.tracfone.com) (<http://www.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.

For any lost or stolen SafeLink Wireless phone, you may request and receive only one replacement phone per customer. The replacement phone will be a refurbished phone. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include only 10 minutes of lost airtime. Any additional airtime that you may have had on your lost phone will not be replaced. In the event you lose

your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen while in transit to the customer before the customer receives the phone, the lost phone and airtime may be replaced as a onetime courtesy in TracFone's sole discretion.

#### 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 1-800-378-1684 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.

Accessing and Purchasing Data Services. In order to purchase, download or access Data Services, your handset must have active service and sufficient available airtime minutes. Your handset will not let you open the WAP browser without an airtime balance of at least 10 minutes. Each time you access our Wireless WAP with your handset's browser, 0.5 units per minute will be deducted from your handset ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute. Access Charges begin when your handset makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message

(e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your handset to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content. You will be advised of the Content Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the handset for which they were purchased and cannot be transferred to any other device, including a new or replacement handset. Data Services are non-refundable and non-transferable. Purchase Options for Data Services: You may purchase Data Services either through your handset's WAP browser or through the Internet (accessed with a personal computer) at [tracfone.com](http://www.tracfone.com) (<http://www.tracfone.com/>).

When you purchase Data Services from the Internet at [tracfone.com](http://www.tracfone.com) (<http://www.tracfone.com/>), the Content Charge will be shown in both U.S. Dollars and in minutes. You will have the opportunity to select one of two payment options: (1) using a credit card to pay the purchase price shown, or (2) a direct deduction of minutes from your SafeLink Wireless handset. If you buy a TracFone card the number of minutes to be charged is based on the last airtime card added to your handset. See Purchasing Data Services With Airtime Minutes below.

**How to Purchase From the Internet:**Go to "Downloads and More" at [tracfone.com](http://www.tracfone.com) (<http://www.tracfone.com/>) and enter your SafeLink Wireless serial number (ESN /IMEI) and SafeLink Wireless Number. This will take you to the Wireless Data Services content catalog where you can browse, sample and purchase ringtones and/or graphics. After you find a title and select "Buy," you will be presented with the two purchase options described above.

**How to Purchase Through Your Handset's browser:**Select "BROWSER" on your handset then select "Start Browser" and you will be presented with a menu. When you use your handset's WAP browser to purchase Data Services, only the unit charge purchase option is available. You may not purchase Data Services through your handset using a Credit card. Note: Ringtones can only be sampled at [tracfone.com](http://www.tracfone.com) (<http://www.tracfone.com/>)

**Purchasing Data Services With Airtime Minutes.** If you add TracFone airtime cards, the charges for Data Services purchases are determined by the last airtime card added to your handset. The chart below details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase. Your phone will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your handset. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor(s) are subject to change without prior notice.

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### Dollar-To-Minute Conversion Factors for Data Services

| If the last airtime card you added to your handset was:                     | You will have this number of minutes deducted for every \$1 you spend on Data Services: |
|---|---|
| TRACFONE AIRTIME CARDS  |   |
| 30, 40 or 60 minute cards   | 3.00  |
| 90 minute card  | 3.60  |
| 200, 250 or 400 minute cards  | 5.00  |
| 450 minute card   | 5.62  |
| 200, 250 or 400 minute cards with Double Minutes                            | 3.00  |
| ANNUAL PLAN AND DOUBLE MINUTE PREPAID PLAN CARDS                            |   |
| 150 unit Annual Plan card   | 1.66  |
| 250 unit Annual Plan card   | 2.50  |
| 400 minute Annual Plan Card   | 4.00  |
| 800 minute Annual Plan Card   | 5.71  |
| 300 minute Double Minute Annual Prepaid Plan Card                           | 2.30  |
| 400 minute Double Minute Annual Prepaid Plan Card                           | 3.07  |
| REGULAR AIRTIME CARDS ADDED TO TRACFONE'S WITH ACTIVE DOUBLE MINUTE BENEFIT |   |
| 30, 40 or 60 minute cards   | 6.00  |
| 90 minute card  | 7.20  |
| 100 or 120 minute cards   | 8.00  |
| 200, 250 or 400 minute cards  | 10.00   |
| 450 minute card   | 11.24   |
| Other (not listed above)  | 6.00  |



**Charges for MMS (e.g., picture messaging).** You will be charged 1.0 unit to send or receive a multi-media message (the "MMS Charge"). In addition to the 1.0 unit MMS Charge, there will also be an additional WAP Access Charge of 0.5 units per minute for the time it takes to send or receive the multi-media message. The total WAP Access Charge will vary depending on the size of the multi-media message being sent or received. Partial minutes will be rounded up. Additional Access Charges for Data Services. In addition to the Content Charges and MMS Charges, and regardless of the payment option you use, there is always an additional Access Charge of 0.5 units per minute associated with downloading content, accessing/viewing Information Services or utilizing MMS. Total Access Charges will vary depending on the size of the content and the actual time it takes to download the content, access/view the Information Service or utilize MMS.

**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.

## 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 \(http://www.safelink.com/\)](http://www.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.

## CALIFORNIA SPECIFIC TERMS AND CONDITIONS

The following California Specific Terms and Conditions ("California Terms") apply to all SafeLink service provided in the State of California. In the event of any conflict, these California Terms control.

### Schedule of Rates – California Plans

| Plan Name                            | Plan Includes  | Regular Plan Charge | Lifeline Plan Charge | Additional Charges | California Lifeline Eligible |
|--------------------------------------|--|---------------------|----------------------|--------------------|------------------------------|
| Unlimited Talk and Text Plan         | <ul style="list-style-type: none"><li>• Unlimited Nationwide Talk &amp; Text</li><li>• Free Handset</li><li>• Free Caller ID and 3 Way Calling</li></ul>   | \$25.00             | Free                 | None               | Yes                          |
| Unlimited* Talk, Text, and Data Plan | <ul style="list-style-type: none"><li>• Unlimited Nationwide Talk &amp; Text</li><li>• 2.5 GB of High Speed Data; 64 kbps thereafter</li><li>• Free or Discounted Handset or SIM Card</li><li>• Free Caller ID and 3 Way</li></ul> | \$50.00             | \$27.60              | None               | Yes                          |

## Calling

|   |  |         |         |      |     |
|---|--|---------|---------|------|-----|
| Unlimited* Talk,<br>Text, and Data Plan | • Unlimited Nationwide<br>Talk & Text            |         |         |      |     |
|   | • 1 GB OF High Speed<br>Data; 64 kbps thereafter |         |         |      |     |
|   | • Free or Discounted<br>Handset or SIM Card      | \$40.00 | \$17.60 | None | Yes |
|   | • Free Caller ID and 3 Way<br>Calling            |         |         |      |     |

\* Unlimited Talk, Text and Data Plans include a fixed amount of high speed data per 30-day cycle as set forth in the Plan descriptions available at safelinkwireless.com. After reaching the high speed data threshold, your data speed will be reduced to as low as 64 kbps for the remainder of the 30-day 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. SafeLink Wireless reserves the right to terminate your service for unauthorized or abnormal usage.

## 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, which are only available in California.

**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 at 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 or replacement 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 a 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 a 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 throughput 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 throughput 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 throughput 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 throughput 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:**(1) access to the Internet, intranets, or other data networks except as the device’s native applications and capabilities permit (excluding all Hotspot applications), (2) any applications that tether your phone to a laptop or personal computer other than for the use of Wireless Sync, or (3) any applications that allow your phone to act as an internet access point or Wi-Fi for other devices and computers.

**Schedule of Rates - Features Available to All California Plans**

| Service/Feature<br>Name | Service/Feature<br>Definition   | Regular Service/Feature Rate<br>Charge | Service/Feature Restrictions |
|-------------------------|---|--|------------------------------|
| Call Waiting            | A feature that alerts you to an incoming call while you’re on a call and allows you to switch | \$0.00                                 | None                         |

|  |   |   |      |
|--|---|---|------|
|  | between the two calls.  |   |      |
| Caller ID                                  | A feature that transmits a caller's number to you during the ringing signal.  | \$0.00  | None |
| Call Forwarding                            | A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate.    | \$0.00  | None |
| Voicemail                                  | A feature that lets a caller to leave a message or access other available options if a line is busy or not answered.    | \$0.00  | None |
| 3-way Calling                              | A feature which allows you to talk with two people at the same time with a three-way conversation on your mobile phone. | \$0.00  | None |
| Toll Blocking                              | A feature to limit spending thresholds on plans that are not unlimited.   | \$0.00  | None |
| International Long Distance (ILD) Blocking | A feature where outbound calls are blocked to international destinations.   | Note: Lifeline Subscribers will have ILD blocked. | None |
| 900 / 976 Call Block                       | A feature where outbound calls are blocked to 900 and 976 numbers.  |   | None |
| Local Calls                                | Any call, text message or other connection made to a location in your local   | \$0.00  | None |



calling area.

|  |  |   |  |
|--|--|---|--|
| Long Distance                                | Any call, text message or other connection made to a location outside your local calling area.             | Domestic Long Distance will be charged at Airtime / Voice per minute rates unless the plan has unlimited Airtime / Voice minutes associated with it | None   |
| 211 – State Information                      | information  | \$0.00  | None, but subject to minutes deduction on non-unlimited plans.   |
| 311 - Government Information                 | Non-emergency government service information.  | \$0.00  | None, but subject to minutes deduction on non-unlimited plans.   |
| 411 - Directory Services                     | 411 gives you access to telephone numbers and addresses of business, government, and residential listings. | No additional fee. Regular airtime deductions will apply on non-unlimited plans.  | None, but subject to minutes deduction on non-unlimited plans.   |
| 511 - Transportation Information             | Non-emergency government service information.  | \$0.00  | None, but subject to minutes deduction on non-unlimited plans.   |
| 611 - Customer and Repair Service            | Customer service and repair information.   | \$0.00  | None   |
| 711 - TRS Relay Access                       | FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).             | \$0.00  | Note: Only the call to the 711 relay service is not counted against minutes but minutes associated with the call made using the 711 relay service will be deducted |
| 811 - Call Before You Dig (CBUD) Information | CBUD information to protect pipes.   | \$0.00  | None, but subject to minutes deduction on non-unlimited plans.   |
| 911 - Emergency Services                     | Emergency call number based on location information available.   | \$0.00  | None   |

|   |  |                         |  |
|---|--|-------------------------|--|
| 0 - Operator<br>Services Live                 | Live Operator  | N/A                     | None   |
| 0 - Operator<br>Services<br>Automated         | Automated Operator   | N/A                     | None   |
| 0 - Operator<br>Services Person-<br>to-Person | Person-to-Person<br>Operator Assisted                                  | N/A                     | None   |
| Deaf / Disabled<br>Service                    | Second line available to<br>deaf and disabled<br>Lifeline Subscribers. | Based on plans selected | Note: Available to qualified deaf<br>or disabled qualified Lifeline<br>Subscribers only. |

## ADDITIONAL CALIFORNIA TERMS AND DISCLOSURES:

- a. Lifeline customers will have the ability to place and receive voice-grade calls of all distances. Calls will not be limited to local calling areas and there will be no toll charges. There will be no service contracts, term commitments or early termination fees or penalties associated with any TracFone Lifeline plan. There will be no service connection charges, activation fees, or deposit requirements. Consumers will be able to terminate their enrollment in TracFone Lifeline service at any time, either because the consumer is not receiving a voice grade connection at the residence, or for any other reason. If a California Lifeline participant does not receive a voice grade connection, TracFone will provide service to that participant using a different technology, if available.
- b. All California LifeLine participants will have access to 911 emergency calling services in compliance with federal and state requirements. TracFone handsets will be able to dial 911 without regard to whether the consumer has remaining airtime minutes available. TracFone will provide potential and existing Lifeline consumers with information regarding 911 emergency calling service in accordance with federal and state requirements.
- c. All TracFone Lifeline plans supported by the California LifeLine program will provide at least 500 minutes, and not less than 1,000 minutes. Those plans will include domestic SMS text messaging.
- d. All TracFone Lifeline plans will comply with the requirements set forth in CPUC D. 14-01-036, Appendix A 2, ¶¶ 4(a)-(j), and will be available to qualified households on a non-discriminatory basis. Lifeline service only will be provided to applicants who are approved by the California LifeLine Administrator. In addition, consumers enrolled in Lifeline plans which provide a finite amount of minutes will be allowed to purchase additional airtime at rates not to exceed \$0.10 per minute. TracFone Lifeline customers will not be required to enter into contracts. For those consumers enrolling in plans with monthly charges, TracFone will not impose fees based on consumers' payment method (e.g., in person, cash, check or other payment form). TracFone will not assess restocking fees for any devices returned within three days of service activation.

- e. All of TracFone's mobile wireless Lifeline plans will include new handsets provided to consumers at no charge. Customers will also have the option of receiving a free SIM card to use in their own phone, or purchasing a discounted Smart Phone. Lifeline customers wishing to purchase other handsets will be allowed to purchase TracFone handsets from participating retail vendors on the same basis as do TracFone's retail customers.
- f. As required by Public Utilities Code § 2881, TracFone California LifeLine customers who are deaf or hearing-impaired or who have speech disabilities will have access to California Relay Service.
- g. Upon customer request, TracFone will block access to 900/976 information service calls. Any 900/976 charges inadvertently or mistakenly incurred will be subject to a free one-time billing adjustment.
- h. TracFone Lifeline customers will have access to operator services commensurate with those provided to its retail customers. Operator services will be provided through TracFone's underlying providers. Any charges or fees for operator services will be disclosed to Lifeline customers.
- i. Access to local directory assistance will be provided to TracFone California LifeLine customers through TracFone's underlying providers. There will be no additional charges for directory assistance. For those Lifeline plans which do not include unlimited calling, calls to toll-free numbers will be decremented as are any other calls.
- j. All California LifeLine services may access 800 or other toll-free services. For those Lifeline plans which do not include unlimited calling, calls to toll-free numbers will be decremented as are any other calls.
- k. TracFone will provide customer service during normal business hours. Calls to customer service should be made using the 611 dialing code. Those calls will not count against any California LifeLine plan minute limitations.
- l. TracFone customer service will be available in English and Spanish. TracFone will not market Lifeline service in other languages. Calls to customer service made by using the 611 dialing code will not count against any California LifeLine participant's allotted voice minutes or number of calls.
- m. As noted above, there are no toll charges associated with any TracFone California LifeLine service. Therefore, there is no need to offer toll blocking service.
- n. There are no toll charges associated with any TracFone California LifeLine service. Therefore, there is no need to provide access to Toll-Control service.
- o. TracFone will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users as required.
- p. TracFone will provide free access to the California Relay Service via the 711 abbreviated dialing code to California LifeLine participants.
- q. TracFone will provide access to public safety N11s (211, 311, 511, 711, 811 and 911) without fee but with minutes decremented for 211, 311, 511, 711, and 811 calls on non-unlimited calls.
- r. TracFone will provide access to 611 for billing and repair services. Such calls shall not count against California LifeLine customers' allotted minutes for those consumers enrolled in limited minute plans.
- s. TracFone will provide access to 411 directory assistance through its underlying providers.
- t. SafeLink, SafeLink Wireless, TracFone and TracFone Wireless are registered trademarks of TracFone

Wireless, Inc. a subsidiary of América Móvil (NYSE: AMX).

- u. TracFone will provide 30-day notice to California LifeLine participants before the service provider withdraws from offering California LifeLine services.
- v. Your handset will not work if wireless towers and related equipment loses commercial power and does not have back up power and/or your handset is not charged.

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Version 201508

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[Site Map \(site\\_map.html\)](#) [Unlocking Policy \(unlocking\\_policy.html\)](#)

SafeLink Wireless® is a Lifeline supported service, a government benefit program. Only eligible consumers may enroll in Lifeline. Lifeline service is non-transferable and limited to one per household. Documentation of income or program participation may be required for enrollment. SafeLink is provided by TracFone Wireless Inc. [More Legal \(terms\\_conditions.html\)](#)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/16/2015 4:37:35 PM**

**in**

**Case No(s). 10-0614-TP-UNC**

Summary: Notice Notice of Change in Terms and Conditions of Service electronically filed by Mrs. Debra M Mercer on behalf of TRACFONE WIRELESS INC VP CORP TAX