

# Terms & Conditions

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

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 14 BELOW.

By purchasing, activating, and/or using any SafeLinkAssist product (each, a “Product”) or the wireless service provided by SafeLinkAssist, including, but not limited to any wireless plans that offer voice calling, text messaging, international long distance, or data (collectively, the “Service”), you the customer (“You”) acknowledge and agree to these Terms and Conditions of Service. SafeLinkAssist reserves the right to change or modify these Terms and Conditions of Service at any time. Any changes or modifications to these Terms and Conditions of Service are effective and will be binding upon you when posted on the SafeLinkAssist website. Because these Terms and Conditions are subject to change at any time you should always check our website for the most current Terms and Conditions.

For assistance or more information, please contact SafeLinkAssist Customer Care at 1-800-867-7183.

## 1. ACTIVATING YOUR SERVICE

To use your Service, you must first purchase and activate a SafeLinkAssist phone or a Bring Your Own Phone Activation Kit (“BYOP Kit”) that can be used to activate a compatible wireless phone that you already own. To activate your phone, you must also purchase and redeem a wireless plan (a “Plan”). For more information about our Plans visit our website or see Section 2 below.

You may activate your Service online by visiting [website.com](#) or by calling Customer Care from a phone other than the one you intend to activate. When you activate your Service, you will be provided a telephone number unless you elect to transfer or “port-in” a telephone number from another provider. Please note that you have no ownership rights to any telephone number, IP address or any other identifier associated with your Service and you acknowledge and agree that we may change any such number, IP address or other identifier associated with your Service at any time without prior notice or liability to you.

You will also have the option of registering with us and creating an account (“Account”) by providing your name, address, email address and alternative contact telephone number. If you elect not to register at the time of activation, you may not be able to obtain copies of your call detail records except upon service of a valid subpoena or a court order.

If you are activating your own compatible phone by using a BYOP Kit, you are responsible for ensuring that your phone is unlocked, compatible with the Service, does not interfere with the Service, and that it complies with all applicable laws, rules, and regulations. You are also responsible for ensuring that your phone meets all federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware and/or software required to use the Service. Some functions and features referenced in the manufacturer’s manual provided with your phone may not be available when using the Service.

The Service provided by SafeLinkAssist can only be activated where SafeLinkAssist Service is offered, available, and supported. We may, at any time and without prior notice to you, modify, cancel, and/or deactivate your Service and/or take other corrective action, for any reason in our sole discretion, including, your violation of these Terms and Conditions of Service. We may remotely change your phone’s software, applications or programming without notice. This could affect the information stored on your phone, your phone’s programming, and how you are able to use your phone. Phones capable of only using data service are strictly prohibited and your use of such a phone with the Service is grounds for immediate termination of your Service without a refund.

The wireless networks used to transmit the voice, text, and data services that support SafeLinkAssist are owned and operated by independent licensed commercial mobile radio service providers (“Carriers”), not TracFone.

## 2. USING YOUR SERVICE

Your Service will only operate after you have purchased and redeemed a service plan (“Plan”) and so long as you have Service and service days left on your Plan’s cycle (“Plan Cycle”). All SafeLink Assist Plans come with a thirty (30) day Plan Cycle, meaning you will have access to the Service provided to you under your Plan (e.g., voice, text messaging, and data) for a thirty (30) day period unless you use up your allotment of minutes, text messages, and data prior to the end of your Plan Cycle. The number of minutes and text messages and the amount of data provided will depend on which Plan you purchase. Please visit our website for the latest Plan offerings.

Your Service End Date is the last day of your Plan Cycle and is determined by the date on which you activated your Service by redeeming a Plan. You can extend your Service End Day by adding multiple Plans to your Account on or before your Service End Date. For example if you add two Plans to your Account at the same you will have sixty (60) days of Service. If you add a single Plan to your Account, fifteen (15) days into your Plan Cycle, you will have forty-five (45) days of Service and your Service End Date will be adjusted accordingly. Additionally, you may carryover any unused minutes, text messages, or data remaining under your Plan once you start a new Plan Cycle by redeeming a new Plan.

If you fail to redeem a new Plan prior to your Service End Date, your Service will be deactivated on the Service End Date and, if applicable, you may lose your phone number. To prevent this from occurring, please keep your Service active by purchasing a Plan before your Service End Date. Notwithstanding your Service End Date, TracFone reserves the right to discontinue service and deactivate any phone for which there is no voice, text or data usage for a period of six (6) consecutive months for Smartphones and twelve (12) consecutive months for other phones. If your Service is deactivated, your Service can be reactivated by purchasing and adding an Airtime Card. Once reactivated, your phone may be assigned a new phone number. Airtime which remained unused at the time of deactivation will still be available if Service is reactivated within sixty (60) days from the deactivation date for basic phones and within thirty (30) days for smartphones, otherwise any unused airtime will be lost.

All plan rates, offerings, and features are subject to change without prior notice. Please visit our website at [SafeLinkAssist.com](#) for the latest information regarding our plans.

Plans have no cash value and are non-refundable. Plans cannot be transferred to another account nor can they be used with or transferred to any TracFone Wireless, Inc. brand or other wireless service provider.

### 3. TERMINATION OF SERVICE

Either party may terminate this Agreement at any time. Termination of this Agreement will result in the immediate termination of your Service which may be reactivated if you elect to do so. Each time you activate your Service you agree that you are consenting to the latest Terms and Conditions for SafeLinkAssist. Any Service which remains unused at the time of termination cannot be refunded or transferred to another person.

We may terminate this Agreement at any time without notice if we cease to provide Service in your area. We may interrupt, suspend, cancel, or terminate your Service without immediate notice to You for any conduct that we believe violates these Terms and Conditions, including, but not limited to, the following:

- (i) using or directing abusive, vulgar, derogatory, intimidating, or harassing language or conduct towards a TracFone representative, officer, employee, agent, or authorized retailer;
- (ii) using your Service for any unlawful, fraudulent, or illegal purpose;
- (iii) using your Service in any way that adversely affects the Service or the Carrier's network;
- (iv) violating any Term or Condition contained in this Agreement.

Any term or provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive, including, any limitation of liability, disclaimer of warranties, dispute resolution procedures, and restrictions with respect to the use of a Product or Service.

### 4. UNAUTHORIZED USE OF THE SERVICE

Your Service (i.e., voice, text, or data services) may only be used for the following purposes: (a) person to person voice calls, (b) text and picture messaging, and (c) web browsing, email, ordinary content downloads and uploads, and video and audio streaming without excessively contributing to network congestion.

Your Service may not be used in connection with certain unauthorized uses that may adversely impact other customers using our Service or the Carrier's network. Examples of some unauthorized uses include, but are not limited to, the following:

- (i) continuous uninterrupted voice calls or otherwise using your voice service to provide monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing activity, autodialed calls, or robocalls;
- (ii) automated text or picture messaging to another mobile device or e-mail address;
- (iii) uninterrupted and continuous uploading, downloading, or streaming of audio or 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;
- (v) as a substitute or backup for private lines or dedicated data connections;
- (vi) access to the internet, intranets, or other data networks except as the device's native applications and capabilities permit (excluding all hotspot applications);
- (vii) any applications that allow your phone to act as an internet access point or Wi-Fi for other devices and computers.

A customer engaged in any unauthorized use may have their Service suspended and/or terminated in our sole discretion. We reserve the right to interrupt, suspend, cancel, or terminate your Service to protect the Carrier's network from harm due to any cause including, without limitation, the excessive and/or unauthorized use of the Service. We further reserve the right to limit, deny, or terminate Service to anyone we believe is using their Service in an unauthorized manner or whose usage, in our sole discretion, adversely impacts a Carrier's network or customer service levels. We will presume you are engaging in an unauthorized use in violation of these Terms and Conditions, if in our sole discretion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, if your voice minute total exceeds 43,200 minutes during a 30-day period, or if your talk, text or data usage is harmful or disruptive to the Carrier's network or to our customer service levels. If we determine, in our sole discretion, that you are using your Service in violation of these Terms and Conditions or in any other manner that we deem to be unreasonable or excessive, we may interrupt, suspend, cancel, or terminate your Service.

### 5. TEXT MESSAGING

SafeLinkAssist does not generally participate in Premium SMS services or campaigns. Premium SMS services usually involve sending a text message to a designated "short code" or attempting to buy SMS services from anyone other than SafeLinkAssist. Premium SMS campaigns include casting a vote, donating to a charity, expressing your opinion, playing a game, or participating in interactive television programs through the use of a wireless phone.

You should not attempt to participate in Premium SMS services or campaigns other than those authorized by SafeLinkAssist. Any text message you send to a "short code" not authorized by SafeLinkAssist will likely not go through. Any charges you may incur as a result of your attempts to participate in Premium SMS services or campaigns not authorized by SafeLinkAssist are not refundable.

### 6. DATA SERVICES

Some Plans also provide data services. Your use of data services ("Data Usage") occurs whenever your phone is connected to the network and is engaged in any data transmission, including but not limited to, (i) opening an internet browser or accessing a website, (ii) sending, receiving, or downloading emails, documents, pictures, multi-media messages and other content, (iii) downloading, updating, or using an application (or an app); or (iv) if internet access is initiated in any other way or for any other purpose. Please be advised that even if your Plan comes with high speed data at 4G speeds, 4G/4G LTE networks are not accessible on all devices or in all locations. 4G/4G LTE networks require a capable device and SIM card. Actual availability, coverage, and speeds may vary. Data transmitted over Wi-Fi does not count against your data usage.

Some apps, content, programs, and software that you download or that come pre-loaded on your Phone automatically and regularly send and receive data transmissions in order to function properly, without you affirmatively initiating the request and without your knowledge. For example, apps that provide real-time information and location-based applications connect to our network, and send and receive updated information so that it is available to you when you want to access it. You will be billed for all Data Usage when your Phone is connected to the network, including, connections which you affirmatively initiate or those that run automatically in the background without your knowledge whether they are successful or not. The duration of your data connection and the associated Data Usage is not determined from the exact moment you press a button on your Phone. Data Usage may depend on the size of the content and the actual time it takes to download or transmit the content being transmitted. If you cancel or attempt to cancel a download or a multi-media message in progress, or if the process is otherwise interrupted through no action on your part, you will still incur Data Usage. Unless you are using Wi-Fi, any Data Usage on your Phone, will count against your data balance.

For content downloads from the internet or an app store you may incur a charge for the content you download (a "Content Charge") from the provider of the content you have purchased. You agree that SafeLinkAssist is not responsible for the purchase, download, transfer, installation, use, transmission failure, interruption, or delay, or any web content, app store, or a app you access or purchase. Any support questions related to third-party downloads, including, but not limited to web content and apps should be directed to the third-party provider and not SafeLinkAssist. When you use, download, or install web content and/or apps provided or sold by a third-party, you may be subject to separate terms and conditions, terms of use, privacy policies and other policies of the third-party. You agree that SafeLinkAssist is not responsible nor liable to you for any third-party content, advertisements, websites, app stores, or apps you may download or access using your phone.

If you visit or use any third-party website, app store, or app, the third party may access, collect, use or disclose your personal information or require that the network carrier disclose your personal information, including, your location information (if applicable). If you access or use any third-party apps while using Data Services, you agree and authorize SafeLinkAssist and the network Carrier to provide information related to such use. You understand that your use of a third-party app is subject to the third party's terms and conditions and policies, including its privacy policy. You should refer to the third-party's privacy policy for information regarding the use of information collected when you download, install, or use web content or applications from that third party.

Not all of the online content which is accessible to one using Data Services is intended for children. In the event that you, as a legal guardian allow your child to Data Services, you acknowledge that your child has the permission to use the Data Services including, without limitation, email and web browsing capabilities. You further acknowledge that as a legal guardian, it is your responsibility to determine whether using 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.

SafeLinkAssist does not guarantee the availability of Data Services and reserves the right to modify, suspend, cancel, interrupt, discontinue, terminate, or reduce your data throughput speed without notice. SafeLinkAssist is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure to receive content you purchased using Data Services. If your Data Services are modified, suspended, canceled, interrupted, discontinued or terminated, SafeLinkAssist will not provide you with a refund for any remaining used or unused Data Services.

## 7. INTERNATIONAL LONG DISTANCE

### Basic International Long Distance

SafeLinkAssist Plans allow you to make international long distance ("ILD") calls at no additional charge. The same minute deductions to make a regular domestic call will be deducted when making an ILD call using Basic International Long Distance service. Please visit our website for the list of available destinations and other details concerning ILD Service which are subject to change without prior notice. In order to place an ILD call, you will first need to dial an access number (1-800-706-3839) and follow the instructions. If you are calling from Alaska, Hawaii, or the U.S. Virgin Islands, you will first need to dial a separate access number (305-938-5673) instead. Your Account will begin deducting minutes for an ILD call the moment the ILD access number is dialed. Minutes will be deducted for any dropped or misdialed calls and for busy destination numbers. When placing an ILD call, you may experience connection failures more frequently than with domestic calls. TracFone will not provide you with a credit for any minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your TracFone when you are located outside of the United States, Puerto Rico, or the U.S. Virgin Islands.

### Global Calling Card

Customers who want to add additional ILD services to their Account may purchase a \$10 Global Calling Card which provides international long distance voice services to select destinations at certain rates. The \$10 Global Calling Card allows you to place calls to select international locations and different rates apply depending on the location. To determine if your location is available and the applicable rate for dialing a number associated with that location please check our website. All rates and available locations are subject to change at any time without prior notice. Calls are billed in one-minute increments. Call times for each call are rounded up to the next whole minute. Call charges are rounded up to the next whole penny. You will be charged for calls based upon the rates that are effective as of the date and time you place the call. A \$10 Global Calling Card must be used in conjunction with a Plan for it to work. You may add multiple Global Calling Cards to your Account. A Global Calling Card does not have any days of Service associated with it and it will not extend your Service End Date. A Global Calling Card cannot be used to activate Service on your phone and will not provide you with any Service unless you have purchased and redeemed a separate Plan.

### International Neighbors

The ILD Service provided by International Neighbors allows you to obtain at no charge three (3) Mexican phone numbers, which your family and friends located in Mexico can dial to reach you in the United States, without them paying for an international long distance call. The same minute deductions for making a regular nationwide call will be deducted when *receiving an ILD call* using International Neighbors. To sign up for International Neighbors you need to complete and submit basic information requested about your phone on the International Neighbors page. Then follow the instructions to obtain up to three (3) Mexican phone numbers.

### Frequent Numbers

Frequent Numbers allows you to obtain at no charge ten (10) 1-800 phone numbers, which you can dial from your TracFone phone to call family and friends in over 60 international destinations. With Frequent Numbers you will not be required to dial our access number any more prior to making an ILD call. The same minute deductions for making a regular nationwide call will be deducted when *making an ILD call* using Frequent Numbers. To sign up for Frequent Numbers you need to complete and submit basic information requested about your phone on the International Neighbors page. Then follow the instructions to obtain up to ten (10) 1-800 phone numbers which you can assign to your most frequent dialed international numbers.

ILD Service is not a substitute for regular international calling services. It will not allow you to place calls to all destinations or to all countries. ILD Service excludes calls to certain high cost wireless and landline, non-geographic and premium numbers. ILD Service is not intended for intrastate dialing in the US, to place calls to area codes 500, 700, 800, 888, 877, 866, 855, 900, 976, 411 or 555, nor to place certain toll-free, operator-assisted, third-party billed, directory assistance or collect calls.

## 8. COVERAGE MAPS

Our website contains a coverage map depicting the geographical areas where our Service is available. These maps are for general informational purposes only and depict the general coverage area of SafeLinkAssist. SafeLinkAssist does not guarantee coverage or Service availability and the coverage maps are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of the network's roaming partners, if applicable. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower data speeds or no data connectivity and call interference. This could occur due to many factors including your phone features, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions. You will not be able to operate your phone or make 911 calls if Service is not available on your Phone. Some features on your Phone may not operate when roaming on the network of a network roaming partner. If you travel outside of your coverage area, your Phone will not work. The coverage depicted on the SafeLinkAssist's coverage maps is based on the information provided by other carriers and public sources and we cannot guarantee their accuracy. Coverage maps for your network may also vary based on your home location so please refer to our website for the most up-to-date coverage map applicable to your device and geographic area. Your coverage may also vary based upon the SafeLinkAssist plan you select. SafeLinkAssist is not responsible for any Service outages, interruptions in service or decline in the quality of service regardless of the cause.

## 9. ROAMING

### Domestic Roaming

It is possible that under certain circumstances your phone may roam if you are outside of your network coverage area and within the United States. Roaming occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Although there are no additional charges for making or receiving calls while roaming domestically, SafeLinkAssist does not guarantee your ability to roam nor the availability and/or quality of services. Domestic roaming may be discontinued or changed at any time without notice. Use of Data Services while roaming is strictly prohibited while roaming domestically. Please be advised that due to Carrier restrictions, SafeLinkAssist reserves the right to terminate the Service of any customer whose roaming usage exceeds 50% of their total usage in any three (3) Plan cycles within a 12 month period.

### International Roaming

International roaming is not offered by SafeLinkAssist and is strictly prohibited. You will not be able to make or receive calls using your Service if you are traveling outside of the United States (including outside of Puerto Rico). Any attempt to place or receive a call using your Service while traveling outside of the United States could result in service deactivation and account termination without a refund for unused service.

## 10. EMERGENCY CALLS

If you are in an area where your SafeLinkAssist Phone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your SafeLinkAssist Service in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

## 11. WARRANTY DISCLAIMER

SAFELINKASSIST PRODUCTS AND SERVICE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS AND BY USING ANY PRODUCT OR SERVICE YOU AGREE THAT TRACFONE WILL HAVE NO LIABILITY EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT FOR ANY FAILURE, DEFECTS, MALFUNCTIONS, OR ERRORS IN THE PRODUCTS OR SERVICE..

SAFELINKASSIST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE TITLE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE IN RELATION TO ANY PRODUCT OR SERVICE. SAFELINKASSIST DOES NOT WARRANT THAT ANY ASPECT OF ITS SERVICES WILL BE UNINTERRUPTED OR ERROR OR VIRUS-FREE.

You acknowledge and agree that use of any Product or Service is at your sole risk and that your Service may be unavailable, interrupted, delayed or limited for a variety of reasons outside of SafeLinkAssist's control. Not all Products, Plans, or Services are available for purchase or use in all sales channels, in all areas or with all devices. 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 any time, SafeLinkAssist reserves the right to substitute and/or replace any SafeLinkAssist Product with other SafeLinkAssist Products of comparable quality. SafeLinkAssist does not warrant or guarantee the availability of network Services or of any other services at any specific time or in any specific geographic location or that Services will be provided without interruption. Neither SafeLinkAssist, nor any Carrier, shall have any liability for Service failures, outages or limitations of Service. All plan rates, features, functionality, and other product specifications are subject to change without notice or obligation.

## 12. LIMITATION OF LIABILITY

TRACFONE NOR ITS AFFILIATES, OFFICERS, EMPLOYEES, VENDORS, SUPPLIERS, OR LICENSORS WILL BE LIABLE TO YOU OR OTHER USERS OF YOUR SERVICE FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR ENHANCED DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY DAMAGES CLAIMED FOR LOSS OF PROFITS, REVENUE, INCOME, SALES, BUSINESS, GOODWILL, DATA OR INFORMATION) HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (REGARDLESS OF WHETHER NOTICE THAT SUCH LOSS MAY OCCUR WAS PROVIDED). WITH RESPECT TO JURISDICTIONS THAT MAY NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED IN SOME CASES, TRACFONE'S LIABILITY SHALL BE LIMITED TO U.S. \$50.

You agree that neither we nor our vendors, suppliers, or licensors are responsible for any damages you may suffer or incur resulting from: (a) any product or service provided to you by or manufactured by a third party; (b) any act or omission by another party; (c) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Phone or network coverage (for example, dropped, blocked, interrupted Service, etc.); (d) accidents or any health-related claims arising from or related to our Service; (e) content or information accessed on your Phone while using our Service; (f) an interruption or failure in accessing or attempting to access emergency services from a phone, including through 911, enhanced 911 or otherwise; (g) interrupted, failed, or inaccurate location information services; (h) content or information that is blocked by a spam filter; (i) damage to your Phone or any computer or equipment connected to your Phone, or damage to or loss of any information stored on your Phone, computer or equipment from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or (j) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your phone, computer or equipment and to back-up your information stored on each.

## 13. UNAUTHORIZED USAGE; TAMPERING

SafeLinkAssist Products and Service are sold exclusively for use by you, the end consumer. The unauthorized unlocking or resale of your SafeLinkAssist Phone constitutes a violation of your agreement with SafeLinkAssist and will invalidate the Limited Warranty associated with your Phone. You agree not to unlock, root, re-flash, jailbreak, tamper with or alter the build state of your SafeLinkAssist Phone in a manner which conflicts with SafeLinkAssist's Unlocking Policy referenced in Section IV below. You also agree not to use unauthorized PINs associated with SafeLinkAssist Plans or engage in any other unauthorized or illegal use of your SafeLinkAssist Product or the Service, or assist others in such acts, or to sell and/or export SafeLinkAssist Products outside of the United States. Any attempt to unlock your SafeLinkAssist Product in an unauthorized matter or to root, re-flash, jailbreak, tamper with or alter the build state of your SafeLinkAssist Product may result in the inability to unlock your device, maintain your device's unlocked state, or otherwise cause your device to malfunction. Such use along with any other unauthorized use of your SafeLinkAssist Product may result in the immediate suspension or termination of your SafeLinkAssist Service without notice and legal action. TracFone will strictly enforce its rights under this provision and will prosecute violators to the full extent of the law.

If your SafeLinkAssist Product has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, 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 or to allow any other person to do so. Any violation of the restrictions on the use of your SIM card that are contained in this Section may result in the immediate termination of your Service without notice. TracFone and its Carriers or other service providers, may, from time to time, remotely update or change the encoded information on your SIM card.

In the event of termination for any other unauthorized usage, you will forfeit unused Service and you will not be entitled to receive a refund for your Product or for any unused Service.



#### 14. INDEMNIFICATION

You agree to indemnify and hold harmless TracFone Wireless, Inc., d/b/a SafeLinkAssist and its parent, subsidiaries, affiliates, vendors, suppliers, and licensors and their former, current and future officers, directors, employees, insurers, contractors, successors and assigns from any and all liabilities, penalties, claims, causes of action, and demands brought by a third party including the costs, expenses, and attorneys' fees on account thereof arising from or related to your use of a SafeLinkAssist Product or Service, whether based in contract or tort (including strict liability) and regardless of the form of action.

#### 15. DISPUTE RESOLUTION

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care department at 1-800-867-7183. Before taking any formal action, You agree to first contact us in writing and provide a description of your dispute, all relevant documents, and your proposed resolution. If we are unable to resolve your dispute within 30 days of your notice to us, You agree to submit your dispute to binding arbitration or small claims court as set forth in this provision. Please forward your dispute to TracFone Wireless, Inc., Attn: Legal Department-Consumer Claims, 9700 NW 112 Avenue, Miami, FL 33178.

**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 Legal Department, as set out above, to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim 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 at 1-800-778-7879, or by contacting TracFone's Legal 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 reside.

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 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 OUT OF THIS PROVISION BY CALLING US AT 1-800-867-7183 OR BY WRITING TO TRACFONE WIRELESS, INC., ATTN: LEGAL DEPARTMENT-CONSUMER CLAIMS, 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.

#### 16. PRIVACY POLICY

Please visit our website to view our Privacy Policy.

## 17. 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.

## 18. ENTIRE AGREEMENT

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

## 19. RETURN POLICY

To see the return policy ("Return Policy") applicable for your Device, please refer to the section below based on how you made your purchase. SafeLinkAssist does not allow returns or provide refunds for any BYOP Kits or Plans you may have purchased.

### Store Purchases

If you purchased a SafeLinkAssist phone from a retailer or wireless dealer (and not from TracFone either by phone or online), your Phone purchase is subject to that store's return policy. To determine whether your purchase is eligible for return, please contact the store where you originally made your purchase. TracFone will not process the return of any SafeLinkAssist phone sold to you by a retailer or wireless dealer.

### Online Purchases from SafeLinkAssist

If you purchased your SafeLinkAssist phone from our website online, you have thirty (30) days from the date your phone was delivered to you to return it to us for either an exchange or a refund. To process a return, you must follow the return instructions that came with your Phone and pay for the shipping cost to send it back to us.

To be eligible for a return you must meet the following requirements:

- The phone you are returning must have been purchased from our website and the IMEI number must be verified.
- You must return the phone in like-new, working condition, with the original manufacturer's packaging and with all accessories included in the packaging, such as device, battery, charger, and manual. The phone must not have any liquid or physical damage.
- You must pay for the cost to ship the phone back to us and include a copy of your receipt.

If anything is missing or device is not in like-new condition, your shipment may not be accepted. If a device has physical or liquid damage it cannot be returned and a credit will not be issued. SafeLinkAssist will return ineligible devices to you at the same address shown on the shipping label. No restocking, handling, or shipping fees will be charged to you for this device return.

If your return meets the above requirements and you have requested an exchange for a device that costs more, you will have to pay the difference in price between the phone you are returning and the new phone you are seeking to purchase. If your return meets the above requirements and you have requested a refund, please be advised that it takes up to thirty (30) business days to process the return and credit your account. Credit for returned phones will appear on your credit card statement between 1-2 billing cycles. Your credit for a returned phone will not include any shipping or delivery costs you were charged or incurred for purchasing or returning the phone.

## 20. LIMITED WARRANTY

All new SafeLinkAssist phones are covered by a one (1) year limited warranty administered by TracFone Wireless, Inc. as set forth below.

All reconditioned or refurbished phone sold by SafeLinkAssist have a ninety (90) day limited warranty as do all wireless accessories sold by SafeLinkAssist.

Certified pre-owned phones are not covered by a limited warranty but may be returned for a refund within thirty (30) days of purchase.

A phone that you own which was not purchased from SafeLinkAssist but that is registered with SafeLinkAssist under the "Bring Your Own Phone" program is not covered by this Limited Warranty.

### How to obtain warranty service

To obtain warranty service from SafeLinkAssist, please contact Customer Care at 1-800-867-7183. If your problem cannot be resolved over the phone, our SafeLinkAssist technicians will provide you with a Return Authorization Number, which you will use to send your phone and/or accessories ("Product") to the designated Service Center for repair or replacement, at SafeLinkAssist's option.

### Terms of Limited Warranty

1. The limited warranty for any applicable Product begins on the date of your purchase.
2. The limited warranty extends only to the original purchaser ("Consumer") of the Product and is not assignable or transferable to any subsequent purchaser/end-user. The limited warranty extends only to Consumers who purchase the Product in its original packaging from an authorized dealer or retailer. Upon request from SafeLinkAssist, 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, SafeLinkAssist will replace or repair, at SafeLinkAssist's sole option, any defective Products or parts (except as excluded below) with new or refurbished Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage.
4. 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. SafeLinkAssist'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 SafeLinkAssist for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. SafeLinkAssist shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
5. 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 SafeLinkAssist, 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 SafeLinkAssist.

- (c) SafeLinkAssist was not advised in writing 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 limited warranty period.
6. SafeLinkAssist does not warrant uninterrupted or error-free operation of the Product or service. SafeLinkAssist 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 SafeLinkAssist Customer Care for repair or replacement processing of the Product. SafeLinkAssist 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.
  7. 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.
  8. SAFELINKASSIST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE LIMITED WARRANTY SET FORTH HEREIN IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SAFELINKASSIST SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, SAVINGS OR REVENUE, LOSS OF DATA OR USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL OR SUBSTITUTE EQUIPMENT OR FACILITIES, INJURY TO PROPERTY DOWNTIME, OR THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT AND/OR SERVICE OR ARISING FROM BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SAFELINKASSIST KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SAFELINKASSIST 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 AND OTHER CONTENT.
  9. 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.
  10. SafeLinkAssist 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.
  11. This is the entire warranty between SafeLinkAssist 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.

This limited warranty allocates the risk of failure of the Product between the Consumer and SafeLinkAssist. The allocation is recognized by the Consumer and is reflected in the purchase price.

## 21. UNLOCKING POLICY

### For Customers with SafeLinkAssist Handsets Capable of Being Unlocked

SafeLinkAssist will provide an unlocking code to customers who request unlocking, provided they meet the following conditions:

- (a) Customers must request handset unlocking. SafeLinkAssist will unlock handsets of current and former SafeLinkAssist customers without charge. Non-former customers may request unlocking, but SafeLinkAssist may charge a reasonable fee.
- (b) The SafeLinkAssist Handset must have been activated on SafeLinkAssist Service for no fewer than 12 months with Plans redeemed in no fewer than 12 months.
- (c) Customers must possess a SafeLinkAssist Handset that is not reported stolen, lost, or associated with fraudulent activity.
- (d) If a customer in good standing requesting handset unlocking is deployed as military personnel, upon provision of deployment papers, SafeLinkAssist will honor that customer's unlocking request.

SafeLinkAssist may refuse any unlocking request that would result in an abuse of its Unlocking Policy or is part of an effort to defraud SafeLinkAssist or its customers. SafeLinkAssist's Unlocking Policy is subject to change at any time without advance notice.

### For Customers with SafeLinkAssist Handsets Not Capable of Being Unlocked

SafeLinkAssist will provide customers with a partial refund or credit against the purchase of a new SafeLinkAssist Handset if they meet the following conditions:

- (a) Customers must request handset unlocking.
- (b) Customers must have had their locked device activated on SafeLinkAssist Service for no fewer than 12 months, redeemed air time cards in no fewer than 12 months, and not have had their telephone number recycled or ported.
- (c) Customers must request this interim unlocking solution while their SafeLinkAssist 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.
- (d) Customers must possess a SafeLinkAssist Handset that is in working condition.
- (e) Customers must possess a SafeLinkAssist Handset that is not reported stolen, lost, or associated with fraudulent activity.
- (f) If a customer in good standing requesting handset unlocking is deployed as military personnel, upon provision of deployment papers, SafeLinkAssist 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 to the twelve (12) months of service activation and Plan redemption eligibility requirements. However, all other eligibility criteria apply to SafeLinkAssist's customers who are deployed military personnel.
- (g) Customers are eligible for this program only once every twelve (12) months.

After an eligible customer contacts SafeLinkAssist to request the trade-in value of his or her handset, SafeLinkAssist will provide a prepaid mailer for the customer to return the used, locked handset. Upon receipt of the device, SafeLinkAssist will send the customer a check for the trade-in value of the handset. The trade-in value is determined by a formula reached through agreement with the FCC.

Customers who would like to check if they are eligible or submit an unlocking request can do so through an online portal at the SafeLinkAssist website or by calling 1-800-867-7183.