

TRACFONE WIRELESS, INC.
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 between you and TracFone Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. 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 the TracFone Wireless website found at www.tracfone.com. Customers enrolled in the "Commercial Sales" Program may be subject to additional terms and conditions of service including additional terms associated with any alternative billing arrangements that may be in place for Commercial Sales customers. To the extent any additional Commercial Sales program terms and conditions vary from those contained in these terms and conditions, the Commercial Sales terms will control.

By purchasing or activating your TRACFONE or using any TRACFONE service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. ACTIVATING AND USING YOUR TRACFONE

Before you can use your TRACFONE, you must activate it by calling Customer Care at 1-800-867-7183 from a landline phone or by visiting the TRACFONE website at www.tracfone.com. You must accept the TRACFONE telephone number assigned to your TRACFONE at the time of activation, however, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not TracFone Wireless. Your TRACFONE can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. TracFone Wireless Services are provided at TracFone's discretion. Some functions and features referenced in the Manufacturer's manual provided with your TRACFONE handset may not be available on your TRACFONE. TracFone 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.

2. AIRTIME RATES

TRACFONE Wireless Airtime is issued in unit increments. Units are deducted from the TRACFONE in the following manner: for GSM phone models (GSM technology), all calls are charged at a rate of one (1) unit per minute. For all other phone models, calls are charged at a rate of one (1) unit per minute, unless the call is a roaming call. Roaming calls (refer to the Roaming Section of the Terms and Conditions of Services) are charged at the rate of two (2) units per minute. In addition to the above, there is no additional charge for nationwide long distance or for international long distance to countries designated at www.tracfone.com.

3. TEXT MESSAGING

The rates to send or receive a text message to another person's phone using your TRACFONE are disclosed on your TRACFONE package. If you do not want minutes/units deducted from our TRACFONE, then do not send a text message and/or do not open any incoming text messages.

TRACFONE service does not allow international text messages. Attempting to send international messages could result in service deactivation.

Please note that TracFone Wireless does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than TracFone 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 TracFone 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 PSMS services or campaigns (not authorized by TracFone Wireless), whether you incur charges as deductions from your TRACFONE handset or from your credit card, are not refundable. You may purchase from TracFone Wireless ring tones, graphics and certain information services and utilize multi-media services with certain TRACFONE models. See TracFone Data Services below.

4. INTERNATIONAL CALLS

You may now use your TRACFONE to make international calls to landlines (including some cellular phones in some countries) at no additional charge (See www.tracfone.com for available countries and details). The available

countries are subject to change without prior notice. In order to place an international call, you will need to dial the international long distance access number 1-800-706-3839 and follow the instructions. From Alaska, Hawaii and the U.S. Virgin Islands you will need to dial 305-938-5673 as the international long distance access number. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. TracFone Wireless will not credit airtime 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.

TRACFONE International Neighbors is a service that enables callers in Mexico and Canada to set up a local number to ring on a TRACFONE in the US. (Please call 1-800-867-7183 for details).

5. ADDING AIRTIME

Your TRACFONE will only operate when you have airtime minutes/units available on the TRACFONE handset. Add airtime by entering the PIN number (obtained from TRACFONE Prepaid Wireless Airtime cards or from a retailer cash register receipt) at the Redeem Airtime or Add Airtime menu on your phone, through 1-800-867-7183 or on the TRACFONE website at www.tracfone.com.

6. AIRTIME CARDS

Each TRACFONE Prepaid Wireless Airtime card comes with a number of minutes and a service period that begins to run from the day you add the Airtime card to your TRACFONE. For each TRACFONE Airtime card you purchase and add to your TRACFONE, you will receive the number of minutes and service days indicated on the card.

Each additional card you add will further extend the Service End Date by the number of days specified on the card or cash register receipt, without limitation. "Service End Date" is the last day of your service period. Airtime minutes added to your TRACFONE do not expire with active service and usage within a period of twelve (12) consecutive months.

Double and Triple Minutes for Life of Phone: Some TRACFONE phones and Airtime Cards include a Double or Triple Minutes for Life feature. The double or triple minutes feature applies to the life of a single TRACFONE phone. The double or triple minutes feature is not transferable to another TRACFONE even if Your phone is damaged, lost or stolen. Any minutes included with a Double or Triple Minute Airtime Card will not double or triple. Only those purchased minutes that are redeemed after the redemption of a Double or Triple Minute card will double or triple. Promotional, bonus and other non-purchased airtime minutes will not double or triple. You may not add a Double or Triple Minute card to a TRACFONE that already has a Double or Triple minute feature or card. Doing so will not result in any additional doubling or tripling of purchased airtime.

Customers Please Note: If you are a SafeLink Customer on Plan Option 1 or 2, TracFone Airtime minutes added to your SAFELINK WIRELESS phone do not expire with active service and Usage (as defined in the SafeLink Terms and Conditions) during a consecutive sixty (60) day period. **If you are a SafeLink customer enrolled in plan option 3, all of your unused minutes expire at the end of each month upon your receipt of your free 250 monthly minutes unless you have purchased and added a TracFone airtime card to your phone.** You may carry over unused airtime minutes on the SafeLink 250 Minute 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. Airtime minutes do not have any cash value. Promotional, bonus and other non-purchased airtime minutes will not double or triple. The purchase of TRACFONE Prepaid Wireless airtime cards is non-refundable. TRACFONE Prepaid Wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.

7. AIRTIME VALUE PLANS

From time to time, TracFone Wireless may offer its customers various airtime plans or "Value Plans." TracFone's current Value Plans are described on TracFone's website at www.tracfone.com. You may enroll in a Value Plan by registering your TRACFONE and credit card at www.tracfone.com. All TracFone Value Plans are governed by

these Terms and Conditions and the applicable Value Plan's Terms and Conditions which are also available at www.tracfone.com.

TracFone Wireless may modify its Value Plan offerings at any time. In the event of any modification that increases the charges associated with your Value Plan, you will receive 30 days notice prior to being charged the new rate. Value Plans may not be combined with any other discount or promotion.

8. AIRTIME ON DEMAND

The Airtime on Demand feature available on particular TRACFONE handsets allows you to buy Airtime directly from your TRACFONE by registering your phone and credit card at www.tracfone.com. Airtime on Demand purchases are governed by these Terms and Conditions.

9. SERVICE END DATE, DUE DATE OR SERVICE DAYS REMAINING

If you do not purchase and add airtime prior to the Service End Date or Due Date or before your Service Days run out your TRACFONE Service will be deactivated on the Service End Date or Due Date and you will lose your TRACFONE phone number, even if you have minutes remaining. To prevent this from occurring, please keep your TRACFONE Service active by purchasing and adding one or more airtime cards before the Service End Date, Due Date or when no Service Days are left. Notwithstanding the Service End Date, Due Date or Service Days left, as may be displayed on your TRACFONE, TracFone Wireless reserves the right to discontinue service and deactivate any TRACFONE handset for which there is no voice, text or Data Services usage for a period of twelve (12) consecutive months. If your Service is deactivated, your TRACFONE can be reactivated by purchasing and adding any TRACFONE Prepaid Wireless Airtime card. However, once reactivated, your TRACFONE will be assigned a new phone number. Airtime which remained at the time of deactivation will remain on your TRACFONE if it is reactivated within 60 days from the deactivation date. However, airtime which remained at the time of deactivation will be lost if your TRACFONE Service remains deactivated longer than 60 days.

10. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your TRACFONE 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 button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 611, Customer Care, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging and accessing the TracFone Wireless Mobile Web ("WAP"). Airtime minutes are deducted for all text messages sent and incoming text messages which are opened. No credit is given for dropped calls. Your phone provides 10 set up airtime minutes which may be used for test calls at TRACFONE's discretion.

11. EMERGENCY CALLS

If you are in an area where your TRACFONE 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 TRACFONE in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

12. UNAUTHORIZED USAGE; TAMPERING

The TRACFONE handset is sold exclusively for use by you, the end consumer, with the TRACFONE prepaid wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your TRACFONE handset, including without limitation, any resale, unlocking and/or reflashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to unlock, reflash, tamper with or alter your TRACFONE or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your TRACFONE or the Service, or assist others in such acts, or to sell and/or export TRACFONE handsets outside of the United States. These acts violate TRACFONE's rights and state and federal laws. Improper, illegal or unauthorized use of your TRACFONE is a violation of this agreement and may result in immediate discontinuation of Service and legal action. TRACFONE 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 TRACFONE shall entitle TracFone Wireless to recover liquidated damages from you in an amount not less than \$5,000 per TRACFONE handset purchased, sold, acquired or used in violation of this agreement.

Some TRACFONE handsets have SIM cards. If your TRACFONE has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly extract, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent, clone or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card or TRACFONE Phone via any software and/or hardware methods. Customers may not remove SIM Cards from their

phones nor place them in any other phone. Doing so could subject You to immediate termination of service without any right to a refund for the phone or airtime purchased. 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 TRACFONE 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 usage is considered unauthorized usage by TracFone 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 your handset or unused airtime.

13. COVERAGE MAPS

You will find coverage maps on our website, www.tracfone.com. These maps are for general informational purposes only. However, TracFone does not guarantee coverage, service availability or the rate charged for any particular call. 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. Thus, it is possible your phone will roam even in the area depicted as your home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

14. ROAMING

"Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming usually occurs when you make and receive calls outside of your network coverage area. When your TRACFONE 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. For most TRACFONE models, roaming calls are charged one (1) unit of airtime per minute, the same as all other calls. For some older TRACFONE models, roaming calls may be charged at the rate of two (2) units of airtime per minute. When you make or receive a call, the charge rate (either 1.0/minute or 2.0 per minute) will be displayed on your phone's screen. Even if you are using your TRACFONE in your network coverage area, roaming can occur if there is a high volume of callers in the area, if your Carrier's signal is too weak or for other reasons. Instead of having a call blocked or dropped, your TRACFONE might use another's Carrier's tower or network to enable your call to go through. Thus, roaming is based on the Carrier tower receiving and transmitting the call; not your physical location at the time the call is made. Accordingly, if you have one of the older TracFone models of phones that deduct 2 units per minute of use, TracFone Wireless advises you to check the roaming indicator on your TRACFONE to determine actual areas where the roaming rate applies. When the TRACFONE roaming indicator is displayed, then the roaming rate will apply to calls made or received in that area at that time. Availability, quality of coverage and Services while roaming are not guaranteed.

15. 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 any time, TracFone Wireless reserves the right to substitute and/or replace any TracFone equipment (including handsets) with other TracFone equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular TRACFONE handset may not be available on your TRACFONE. 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 TRACFONE outside during a lightning storm. You should also unplug the TRACFONE power cord and charger to avoid electrical shock and/or fire during a lightning storm.

16. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

17. LIMITED WARRANTY

A new TracFone phone is covered by a one year limited warranty, set forth below, administered by TracFone. A reconditioned TracFone phone also has a one year limited warranty provided by TracFone and all TracFone 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 TracFone.

How to obtain Warranty Service. To obtain warranty service from TracFone on a new or reconditioned phone or TracFone accessories, please contact Technical Support at 1-800-867-7183. If your problem cannot be resolved over

the phone, our TracFone technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated TracFone Service Center for repair or replacement, at TracFone's discretion.

Terms of Limited Warranty. TracFone warrants to you, the Customer, that your TracFone 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 the Product extends for one (1) year beginning on the date of the purchase of the Product.
- (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.
- (3) The limited warranty extends only to Consumers who purchase the Product in its original packaging from an authorized dealer.
- (4) During the limited warranty period, TracFone will replace or repair, at TracFone'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. TracFone 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. TracFone'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 TracFone for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. TracFone shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
- (5) Upon request from TracFone, the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
- (6) 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 TracFone, 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 TracFone.
 - c) TracFone 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.
- (7) TracFone does not warrant uninterrupted or error-free operation of the Product or service. TracFone 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 TracFone Customer Care for repair or replacement processing of the Product. TracFone 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.
- (8) 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.
- (9) TRACFONE 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. TRACFONE 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 TRACFONE KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. TRACFONE 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.

(10) 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.

(11) TracFone 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.

(12) This is the entire warranty between TracFone 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.

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

18. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND 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.

19. TRACFONE DATA SERVICES

With certain TRACFONE phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through TracFone Wireless Mobile Web ("WAP"). Data Services are additional Services offered by TracFone Wireless, and there is an additional charge or debit of minutes/units for use of such Services.

Access/Purchase Data Services. In order to purchase, download or access TracFone Wireless Data Services, your TRACFONE must have active service and sufficient available airtime (minutes). Your TRACFONE will not let you open the WAP browser without an airtime balance of at least 10 minutes.

Each time you access the TracFone Wireless WAP with your TRACFONE's browser, 0.5 units per minute will be deducted from your TRACFONE ("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 TRACFONE 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 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 TRACFONE 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 purchase and download. 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 TRACFONE for which they were purchased and cannot be transferred to any other device, including a new or replacement TRACFONE. Data Services are non-refundable and non-transferable.

Purchase Options for Data Services: You may purchase Data Services either through your TracFone's WAP browser or through the Internet (with a personal computer) at www.tracfone.com/data. When you purchase Data Services from the Internet at www.tracfone.com/data, the Content Charge will be shown in both U.S. Dollars and in minutes/units. 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 TRACFONE. The number of minutes to be charged is based on the last airtime card added to your TRACFONE. See Purchasing Data Services With Airtime Minutes below.

How to purchase from the Internet (www.tracfone.com): Go to "Airtime" at www.tracfone.com, select "Apps & More" and enter your TRACFONE's phone number and serial number (ESN /IMEI). This will take you to the TracFone Wireless Data Services content catalog where you can browse, sample and purchase ringtones and/or graphics and/or games. After you find a title, and select "Buy," you will then be presented with the two purchase options described above.

How to purchase through your TRACFONE's WAP browser: Select "BROWSER" on your TRACFONE. When you use your TRACFONE's WAP browser to purchase Data Services, only the unit charge purchase option is available. Credit card payments are not available when purchasing through your TRACFONE. Note: Ringtones can only be sampled at www.tracfone.com/data using a personal computer.

Purchasing Data Services with Airtime Minutes: The charges for Data Services purchases are determined by the last airtime card added to your TRACFONE. Your TRACFONE will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your TRACFONE. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor(s) are subject to change at any time without prior notice. The current Dollar-To-Minute Conversion Factors for Data Services may be accessed on the TracFone website. Click on "Airtime" and from the drop down menu select "Apps & More" and then selecting "Cost." The chart details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase.

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.

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. TracFone Wireless does not guarantee the availability of Data Services at any time and reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. TracFone 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, TracFone Wireless will NOT refund/reimburse you 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. TracFone Wireless strives to present and offer only generally acceptable content. However, it is impossible to proof all content, titles and news articles for appropriate content. TracFone 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 TracFone Wireless liable for any offensive or objectionable content.

Additional Information. For more information on Data Services, please consult the Data Services Quick Guide.

Additional information can also be found at www.tracfone.com.

20. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE 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 extract, clone, reverse engineer or tamper with your Phone, the software and/or hardware on your Phone or your SIM card or insert your SIM card in another 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 default 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., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

21. LIMITATION OF LIABILITY

TracFone Wireless will not be liable to you for any 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 Services. 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.

22. INDEMNIFICATION

You agree to indemnify and hold harmless 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 TRACFONE and TRACFONE Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

23. 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) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR TRACFONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT 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 WIRELESS' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with TracFone Wireless, 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 theory). Nothing contained in this arbitration provision shall preclude TracFone Wireless from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your TRACFONE, its software, the Service and/or PIN numbers in state or federal court. References to you and TracFone Wireless 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 Wireless by contacting Customer Care 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 "AAA Rules"), as modified by this agreement. The AAA Rules are available online at www.adr.org or by calling the AAA a 1-800-778-7879. You and TracFone Wireless 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. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and TracFone Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you 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. All fees and expenses of arbitration will be divided between you and TracFone Wireless in accordance with the WIA Rules, except that TracFone Wireless will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. 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 waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless TracFone Wireless and you agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, TracFone Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor TracFone Wireless 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 having jurisdiction thereof.

24. GOVERNING LAW

This Agreement shall be construed under the laws of Florida, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services.

25. PRIVACY POLICY

To view the TracFone Wireless Privacy Policy refer to the TracFone Wireless website found at www.tracfone.com. All rights reserved. The spiracle logo, TracFone, TracFone Wireless and TracFone Nationwide Prepaid Wireless are registered trademarks of TracFone Wireless, Inc. a subsidiary of América Móvil (NYSE: AMX). The terms "TracFone. The Cell Phone That Puts You In Control" and "America's #1 Prepaid Cell Phone" are registered trademarks of TracFone Wireless, Inc. All other trademarks, service marks, and trade names referenced are the property of their respective owners.

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