

Exhibit 3

FREE WIRELESS PROGRAM

LIVE CONNECTED

SAFELINK WIRELESS TERMS AND CONDITIONS OF SERVICE, AGREEMENT TO ARBITRATE DISPUTES, AND EXPRESS WRITTEN CONSENT TO RECEIVE COMMUNICATIONS FROM SAFELINK

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

Binding Agreement. Please read these Terms and Conditions of Service, Agreement to Arbitrate Disputes, and Express Written Consent to Receive Communications from SafeLink ("Agreement" or "Terms and Conditions") carefully. These Terms and Conditions are a legally binding agreement between You and TracFone Wireless, Inc., a Delaware corporation that maintains its principal place of business in Miami, Florida (hereinafter referred to as "TracFone" or "SafeLink"). SafeLink is a registered trademark of TracFone Wireless, Inc., a Verizon company.

You must be of legal age in your state of residence in order to enter into this Agreement. Except where we've agreed otherwise elsewhere in this Agreement, this Agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this Agreement, without regard to the conflicts of laws and rules of that state.

Acceptance of Terms and Conditions. Your acceptance of the Terms and Conditions in this Agreement occurs when you do the earliest of any of the following actions (i) receive notice or a copy of the SafeLink Terms and Conditions; (ii) give SafeLink a written or electronic signature, or tell SafeLink orally that You accept; (iii) use a SafeLink Product ("Product") or SafeLink Service ("Service"); (iv) enroll in the SafeLink Program ("SafeLink Program"); (v) activate or continue Service; (vi) register Your Account with SafeLink; (vii) use Your Service after Your Service is activated; (viii) make any addition or change to Your Service; or (ix) pay for Your Service or any Product. For assistance or more information, please contact SafeLink Customer Care at 1-800-SafeLink (1-800-723-3546).

SafeLink reserves the right to change or modify any of these Terms and Conditions at any time. Any changes or modifications to these Terms and Conditions are effective and will be binding upon you when posted on our website at safelink (<http://www.safelinkwireless.com/>), com. 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. Notwithstanding this provision, if we

make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change, unless you want them to apply to a pending dispute. For assistance or more information about your SafeLink Product or Service, please contact SafeLink Customer Care at 1-800-723-3546.

I. Agreement to Arbitrate Disputes

Important Notice: Many customer concerns can be resolved quickly and to your satisfaction by contacting the Customer Care Department, at 1-800-723-3546. If we are unable to resolve your dispute, then you and we agree to resolve all disputes in arbitration or small claims court as described below.

YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD, SUBJECT TO THE LIMITS ON ARBITRATOR AUTHORITY SET FORTH BELOW. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE) EXCEPT AS NOTED BELOW, OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW IN PARAGRAPH 2. YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND SAFELINK AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AND THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM US. FOR CLAIMS OF \$25,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR SAFELINK CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR SAFELINK MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT

PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO SAFELINK SHOULD BE EMAILED TO VZValueNOD@verizon.com (mailto:VZValueNOD@verizon.com). THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE SAFELINK WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW SAFELINK TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST SUBMIT A LETTER OR THE FORM AVAILABLE AT:

<https://www.tracfonewirelessinc.com/attorneyauthorizationform>
(<https://www.tracfonewirelessinc.com/attorneyauthorizationform>)

AUTHORIZING US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE SAFELINK FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(6) IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO PARAGRAPH 4 ABOVE OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE SAFELINK CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE SAFELINK CUSTOMERS AND COUNSEL FOR SAFELINK SHALL EACH SELECT FIVE CASES TO PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE CASES TO PROCEED TO

ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS PARAGRAPH INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS PARAGRAPH.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF A COURT DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY SET FORTH IN SUBSECTION (3) OR THE PROCESS SET FORTH IN SUBSECTION (6) CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND SAFELINK AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THERE WILL NOT BE A JURY TRIAL. YOU AND SAFELINK UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

II. Express Written Consent to Receive Communications from SafeLink

By agreeing to these Terms and Conditions, you expressly consent to and authorize SafeLink and its affiliates, agents, and its third-party representatives to use written, electronic or verbal means to contact you for any reason, including regarding information about your Service, Service reminders, payment reminders, payment confirmations, renewal confirmations, requisite notices and marketing of any kind, including offers, solicitations, and promotions. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, push notifications, emails, and/or automatic telephone dialing systems. You agree that SafeLink and its affiliates, agents, and its third-party representatives may, now or in the future, use any email address or the telephone number that you are assigned for your SafeLink Service, to contact you for any reason, regardless of whether you incur charges as a result. You further agree that SafeLink may contact you via email or text at ANY TIME.

Subject to your right to opt out as set forth below, this consent may not be revoked. You have the right to opt out from receiving marketing communications from SafeLink at any time. You may exercise this right to opt out, among other things, by emailing us at VZValueOptOut@verizon.com (mailto:VZValueOptOut@verizon.com), opting out or unsubscribing from email or SMS marketing through available set mechanisms, or calling 1-800-SafeLink (1-800-723-3546). If you choose to communicate your choice to opt out by emailing us, your email must indicate your name, SafeLink phone number and device IMEI, and state that you are opting out from receiving marketing communications from SafeLink.

III. Program Description

SafeLink is funded by the Universal Service Fund Lifeline ("Lifeline") program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the SafeLink Program, a person must meet certain eligibility requirements where the SafeLink Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the U.S. Government. Federal law limits the availability of the Lifeline Benefits. Federal law permits only one

Lifeline benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Applicants for the SafeLink Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form, or that they have income at or below the designated eligibility level.

Understand they may be required to recertify their continued eligibility at any time, and that failure to recertify will result in the loss of their benefits.

Do not currently receive Lifeline support for a telephone line serving their household and no other resident in their household participates in the Lifeline program.

Will notify SafeLink by calling 1-800-723-3546 within thirty (30) days if they no longer qualify for any of the public assistance programs identified in their application form, no longer meet the criteria for income eligibility, if another member of their household receives Lifeline benefits, or if they no longer qualify for Lifeline for any other reason.

Will notify SafeLink of any change of address within thirty (30) days by calling 1-800-723-3546.

Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief, and that they understand that providing false or fraudulent information to obtain Lifeline benefits is punishable by law.

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

Applicants who qualify and are enrolled in the SafeLink Program will receive a free allotment of airtime minutes each month for up to one year. SafeLink will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the SafeLink Program. Please call SafeLink at 1-800-723-3546 or visit our website at www.safelinkwireless.com (<http://www.safelinkwireless.com/>) for further information.

Upon enrollment in the SafeLink Program, you will be qualified to participate for up to one (1) year. To continue your enrollment in the SafeLink Program after the initial year, you must re-certify annually in order to remain qualified for continued enrollment in the SafeLink Program as required by your state's Public Service Commission, Public Utility Commission, or other agency administering the SafeLink Program in your state. SafeLink will also conduct recertification drives for each state according to its rules.

If SafeLink determines during its re-certification drive, or at any other time, that you no longer qualify for the SafeLink Program, you will immediately be deemed ineligible to participate in the SafeLink Program, de-enrolled, and will no longer receive your Lifeline benefit. Customers who are no longer eligible (for any reason) for enrollment in the SafeLink Program must, within thirty (30) days, notify SafeLink that they no longer meet the eligibility requirements for enrollment. A Customer's enrollment may also be canceled upon the request of a state and/or federal authority.

SafeLink reserves the right to cancel the enrollment of any Customer and/or permanently deactivate any Customer's SafeLink Phone for fraud, misrepresentation or other misconduct as determined solely by SafeLink. While participating in the SafeLink Program, a Customer shall not be permitted to sell, rent, give away, or in any way allow another person to use their SafeLink phone ("Phone") or SafeLink Service.

IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY (1) A SAFELINK PHONE (OR A SAFELINK SIM CARD) OR (2) SAFELINK SERVICE PROVIDED TO THE CUSTOMER. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if SafeLink determines, in its sole

discretion, that you have violated these prohibitions, SafeLink will permanently de-enroll you from the SafeLink Program, permanently deactivate your Phone, and permanently flag your personal information so that you may not re-enroll in the SafeLink Program in the future.

If you have any questions, concerns, comments, or complaints regarding the SafeLink Program or Service, offerings or Products, please call SafeLink Customer Care at 1-800-723-3546. Customer may also contact his/her state's Public Service Commission/Public Utility Commission.

IV. Terms and Conditions of Service

1. Activating Your SafeLink Phone

Upon enrollment in the SafeLink Program, you may have the option of using your own phone (Bring Your Own Phone or "BYOP") or purchasing a SafeLink Phone. At the time of activation, You must accept the telephone number assigned by SafeLink. Other than for purposes of porting your telephone number to another provider, you have no ownership or other rights over the telephone number provided. The telecommunications networks used to transmit calls for the SafeLink Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not SafeLink or TracFone. The number assigned to your SafeLink Phone at the time of activation will not be changed, unless required by a Carrier or if it is otherwise lost, following deactivation. SafeLink Service can only be activated where SafeLink Service is offered and supported by SafeLink, and is provided at SafeLink's discretion. Some functions, including potentially e911 services, and features referenced in the manufacturer's manual provided with your SafeLink Phone may not be available. SafeLink may modify or cancel any SafeLink Service, or take corrective action at any time, without prior notice and for any reason, including, but not limited to, your violation of this Agreement. Further, we may remotely change your Phone's software, applications, or programming, without notice. This could affect your stored data, device's programming or how you may be able to use the Phone.

Bring Your Own Phone. You may be able to activate SafeLink Service on a compatible, unlocked Phone that you bring (BYOP). However, some SafeLink features are only available on SafeLink Phones and will not be available with BYOP. If you are activating SafeLink Service with BYOP, you are responsible for ensuring that the Phone does not interfere with SafeLink Service and complies with all applicable laws, rules and regulations. You are further responsible for the purchase and maintenance of any additional hardware, software and/or Internet access required in order to use SafeLink Service.

2. Airtime Rates, Usage and Included Monthly Minutes

Your SafeLink Phone will only operate when you have airtime minutes and/or data available on it. If you run out of your free monthly allotment of airtime, you may purchase and add additional airtime cards ("Airtime Cards") to your Phone. You may purchase and use any SafeLink or Tracfone Airtime Cards for your SafeLink Phone. Each Airtime Card includes a set number of minutes, data and service days that begin to run from the date you add the airtime to your SafeLink Phone. PLEASE NOTE: If you currently have a Double Minutes card to receive Double Minutes benefits on any purchases of additional airtime, you may not add it to a phone that already has the Double Minutes feature on it. Doing so will not result in any additional doubling of purchased airtime. SafeLink users will not receive any additional benefit from a Double Minutes card. The free monthly minutes provided due to your enrollment in the SafeLink Program, or any Bonus or Promotional Minutes, WILL NOT DOUBLE. Double Minutes cards will not double the value of Data Cards or Add-On Cards. Unlimited plans and smartphone plans do not double.

While you are enrolled in the SafeLink Program, you will receive a free monthly allotment of airtime minutes, as approved in your state. SafeLink airtime is issued in minute (or unit) increments. Units are deducted from the SafeLink Phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance.

You will receive 350 free nationwide airtime minutes and 4.5GB of data each month, as well as unlimited text messaging. Unused minutes will not automatically carry over to the next month. Note that certain customers who enrolled prior to December 1, 2019, and received more than 350 minutes per month, may have their additional voice minutes grandfathered in. If such customer de-enrolls and re-enrolls, they will be enrolled in the standard program, receiving 350 airtime minutes by way of voice benefit.

Utah Customers: Customers in Utah will receive an additional 400 airtime minutes each month, through support provided by the state universal service program.

Kentucky Customers: Customers in Kentucky will receive unlimited voice service, through support provided by the state universal service fund.

Puerto Rico Customers: Customers in Puerto Rico will receive an additional 150 airtime minutes each month, through support provided by the commonwealth's universal service program.

You may use your monthly allotment of airtime minutes to place or receive calls and to access the Internet (with certain Phone models). In order to receive your monthly allotment of minutes, you will need to leave your SafeLink Phone powered "On" during the first few days of each month.

Airtime minutes or data units will be deducted for all time during which your SafeLink Phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call, and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers including Customer Care, 411 and to access your voicemail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911 and/or Enhanced 911 ("E911"), and all Phones will be able to call 911 and/or E911 even if they have no airtime remaining. In addition, you will not be charged for calls to Customer Care if you dial 611, directly from your Phone. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. No credit or refund is given for dropped calls.

Customers in the State of Washington who have a problem with their SafeLink Service and are unable to resolve it by contacting our Customer Care Department may contact the Washington State Attorney General, Consumer Protection Division, by calling 1-800-551-4636. Customers in the Commonwealth of Puerto Rico who have a problem with their SafeLink Service and are unable to resolve it by contacting our Customer Care Department may contact the Telecommunications Regulatory Board of Puerto Rico, by calling 1-866-578-5500.

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

Residents of Tribal Lands are eligible for additional Lifeline discounts. For purposes of the Lifeline Program, the term "Tribal Lands" includes any Federally recognized Indian Tribe's reservation, pueblo, or colony, including former reservations in Oklahoma, Alaska Native regions established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), Indian allotments, and Hawaiian Home Lands. Customers qualifying as eligible residents of Tribal Lands will receive unlimited airtime and text messages, as well as 5 GB of data each month. Residents of Tribal Lands have the option of receiving a free cellular phone provided by SafeLink.

By purchasing and adding a Tracfone or SafeLink Airtime Card before the 25th of the month, your unused airtime minutes (including your free monthly allotment and any additional Airtime Cards) will carry over for three (3) consecutive months from the date of your last Airtime Card redemption. If you purchase and redeem an Airtime Card on or after the 26th day of any month, your airtime balance will be reset and not be carried over to the next month. The minutes you purchased will

be carried over together with your next three allotments of free monthly minutes. Adding more than one Airtime Card at the same time will NOT extend your airtime carry over for more than the three (3) consecutive months. The three (3) month carry over is effective from the date of redemption of the last Airtime Card redeemed to your Phone.

3. Unlimited Plans

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

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

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

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

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

Please note that if you elect to transfer or "port out" your telephone number to another provider, you will need to have available the Number Transfer PIN that we provide you, plus certain account information. Once your phone number is transferred, your SafeLink Service will be deactivated immediately and you will lose any unused Service days remaining in your Plan. For assistance with this process, please contact Customer Care via any of our available channels.

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

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

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

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

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

De-Prioritization. When on the T-Mobile network, you may be de-prioritized as compared to T-Mobile customers, and if more than 40GB of data is used, you may be further de-prioritized. You may not notice any reduction in speed if they are de-prioritized. However, during times of congestion, meaning when the network is experiencing high traffic volume, de-

prioritization may result in slower data speeds. Once the high traffic volume is reduced, the data speed resumes at normal speeds.

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

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

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

Unauthorized Use of Service. SafeLink Unlimited Plans may only be used for the following purposes, without excessively contributing to network congestion: (a) person to person voice calls, (b) text and picture messaging, (c) web browsing, email, ordinary content downloads and uploads, and video, game and audio streaming, and (d) Voice over Internet Protocol (VoIP). SafeLink's Unlimited Plans may not be combined with any other discount or promotion. National roaming capability may be discontinued or changed at any time without notice. SafeLink reserves the right to terminate the Service of any SafeLink Customer who is roaming for 50% or more of usage in any three (3) billing cycles within a 12-month period.

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, as well as any illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency. 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 including, without limitation, generating "spam" or unsolicited commercial or bulk texts or e-mails (or activities that facilitate the dissemination of such texts or e-mails);

(iii) uninterrupted and continuous web browsing, 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) use of your smartphone or your mobile hotspot to resell internet connectivity, or to provide internet connectivity for the primary purpose of crypto-mining;
- (vii) any use of smartphone data meant to be used exclusively on the smartphone device to provide connectivity, directly or indirectly, to other devices, including, but not limited to, routers, jetpacks, modems, Smart TVs, computers, tablets or servers and/or serving as a replacement for your home internet service. Provided, however, that providing connectivity to other devices is permitted through mobile hotspot/tethering that is limited to the amount of data allocated with your Plan;
- (viii) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ix) below) or otherwise degrade network capacity or functionality;
- (ix) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others;
- (x) any activity that adversely affects the ability of other users or systems to use either SafeLink's services or the Internet-based resources of others, including the generation or dissemination of viruses, malware, or "denial of service" attacks;
- (xi) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, SafeLink's or another entity's network or systems;
- (xii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions.

We may investigate, and may ask you to provide an explanation, to determine whether such usage violates these Terms and Conditions.

A customer engaged in any unauthorized use may have their Service suspended and/or terminated, at 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. If the amount of a single mobile line's total monthly data use in a service plan cycle exceeds the average amount of data consumed by the top 0.5% of users on the Carrier's network during the preceding six-month period, we may reduce data speeds to your device to 1.5Mbps for the remainder of the cycle.

4. Text Messaging

With your SafeLink Service, you will receive a free unlimited allotment of Short Message Service ("SMS") to send and/or open text messages. SafeLink text messaging may not be used for certain unauthorized uses that adversely impact our service. Examples of unauthorized uses include, without limitation, the automated text or picture messaging to another mobile device or e-mail address; or messaging for commercial purposes. A customer engaged in any unauthorized use of SafeLink Service may have his/her Service terminated, without prior notice.

SafeLink does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the SafeLink Program. Please note that SafeLink does not participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than SafeLink. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You

should not attempt to participate in Premium SMS campaigns unless it is a SafeLink authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns not authorized by SafeLink are not refundable whether you incur charges as deductions from your SafeLink Phone or from your credit card. You may purchase from SafeLink ring tones, graphics and certain information services. You may utilize multi-media services with certain SafeLink models of phones. See SafeLink Data Services, below, for more information.

5. International Calling

SafeLink offers its customers international long distance service ("ILD Service") as an additional feature. These additional terms and conditions apply to customers who purchase and/or use a SafeLink \$10 Global Calling Card.

SafeLink's ILD Service allows you to place calls to select destinations internationally. To determine if your destination of choice is available, please check our website at safelink.com (<https://www.safelink.com/wps/portal/home/ildrates>). These destinations are subject to change at any time, without prior notice. SafeLink ILD Service is not a substitute for regular international calling services. It will not allow you to place calls to all destinations or to all countries. SafeLink ILD Service excludes calls to certain high-cost wireless, landline, non-geographic and premium numbers.

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

The applicable rates to specific countries, regions or cities for customers who have purchased a \$10 Global Calling Card are available online at safelink.com (<https://www.safelink.com/wps/portal/home/ildrates>). All rates are subject to change at any time, without prior notice. Calls are billed in one-minute increments. Per call charges are rounded up to the next whole penny. You will be charged for calls based upon the rates that are effective as of the date and time you place the call. You are responsible for safeguarding your ILD Service and Account information. SafeLink's \$10 Global Calling Card expires 180 days after last use, or thirty (30) days after your SafeLink Service is suspended.

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

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

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

6. Annual Verification and Non-Usage Deactivation

As a SafeLink customer, you are required to annually verify your eligibility in the SafeLink Program every year (not including your enrollment year). If you fail to complete your annual verification by your service anniversary date, you will be de-enrolled from the SafeLink Program. Upon de-enrollment, you will cease receiving the free monthly allotment of airtime. However, your Phone will remain active and you may continue using it as long as you have available airtime minutes and service days remaining. You may purchase airtime and service days to keep your service active. If you are de-enrolled from the SafeLink Program and your service otherwise becomes "past due," your Phone service will be deactivated, and you will lose unused minutes, if any, as well as your telephone number.

Non-Usage De-Enrollment and Deactivation. Only subscribers who actively use their SafeLink Service are eligible to continue receiving benefits. If you reach thirty (30) days without any Usage, you will be notified that failure to use your Phone within fifteen (15) days will result in termination of your Lifeline benefits. "Usage" includes any of the following: making a call; answering a call from someone other than SafeLink; sending a text message; using data services; purchasing airtime or data; or otherwise informing SafeLink that you wish to continue participating in the SafeLink Program by contacting our Customer Care Department at 1-800-723-3546. Please note that receiving a text message does not qualify as usage.

7. Termination of Service

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

8. Unauthorized Usage; Tampering

SafeLink Phones and Service are sold exclusively for use by you, the end consumer. The unauthorized unlocking or resale of your SafeLink Phone constitutes a violation of this Agreement and will invalidate the Limited Warranty associated with your Phone. You agree not to unlock, reflash, tamper with or alter your SafeLink Phone in a manner which conflicts with our Unlocking Policy, referenced in Section VII, below. You also agree not to enter unauthorized SafeLink Service PINs or engage in any other unauthorized or illegal use of your SafeLink Phone or Service, or assist others in such acts, or to sell and/or export SafeLink Phones outside of the United States. Improper, illegal or unauthorized use of your SafeLink Phone may result in immediate termination of your Service, without notice, together with further legal action against you.

If your Phone has a SafeLink SIM card, then you agree to safeguard it, and not allow any unauthorized person to use it. 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. SafeLink 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, Customer will forfeit unused airtime and service and Customer will not be entitled to receive a refund for Customer's SafeLink Product or for any unused airtime and service.

9. Coverage Maps

You will find coverage maps on our website at SafeLink.com (<http://www.safelinkwireless.com/>). These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. SafeLink does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, or your equipment may interfere with actual service, quality and availability.

10. Roaming

Roaming occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your SafeLink Phone is roaming, an indicator light on your Phone may display the word "Roam", or "RM", while the Phone is not in use. There are no additional charges for roaming. However, availability, quality of coverage, and Lifeline Services while roaming are not guaranteed.

11. 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, SafeLink reserves the right to substitute and/or replace any SafeLink equipment (including Phones) with other SafeLink equipment including Phones of comparable quality. SafeLink 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 SafeLink, nor any Carrier, shall have any liability for service failures, outages or limitations of Service.

Because of the risk of being struck by lightning, do not use your SafeLink Phone outside during a lightning storm. You should also unplug your Phone's power cord and charger to avoid electrical shock and/or fire during a lightning storm.

12. Lost or Stolen Phone Policy

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

13. Disclaimer of Warranties

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

14. Hearing, Visual or Speech Impaired Accommodations

Any hearing, visual or speech impaired persons interested in requesting a service accommodation from SafeLink should call us at 1-877-799-9989 and specify the need(s) to an agent. SafeLink will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

15. Emergency Calls

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

Android and KaiOS Devices - 911 Emergency Requirements. Android and KaiOS based voice-capable devices use up to 9 MB of data per month per line in order to comply with 911 emergency requirements that enable emergency services to identify a user's elevation (e.g., the floor on which the user is located within a multi-story building) and if your line is not subject to an active unlimited data plan, you may be charged for such use.

16. Data Services

Data Plans for SafeLink Smartphones. SafeLink smartphone customers may purchase Tracfone Data Cards which will provide a specified amount of data access. Data Cards provide a set amount of data access identified on the face of the card, denominated in megabytes or gigabytes. Data Cards can be added to your Phone at any time, as long as the Service is active. Data Cards do not include minutes or service days. Data Cards do not triple. Unused data will expire upon Customer's Service End Date. Data Cards are available online and at retail locations.

Modifications, Interruptions, or Discontinuation of Data Service. SafeLink does not guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. SafeLink reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in certain areas. SafeLink is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a refund or credit from SafeLink for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

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

17. Wi-Fi Calling

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

Although we recommend that you use your wireless service as your primary method of contacting 911, you may be able to use Wi-Fi Calling for dialing 911 if your Phone is equipped with this feature and you have access to the internet through your Phone's Wi-Fi connection. To dial 911 using Wi-Fi Calling, you must provide us with an address for your primary use of Wi-Fi ("Primary Address") at the time of activation. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address online at [e911-reg.tracfone.com \(https://e911-reg.tracfone.com/wps/portal/home/\)](https://e911-reg.tracfone.com/wps/portal/home/) or by contacting Customer Care at 1-800-378-1684. It may take 24 hours or more to update your address information. If you do not give us your Primary Address, we will block your ability to use Wi-Fi calling. When you use Wi-Fi Calling to dial 911 and you are away from your Primary Address, we will have no information about your location. As such, always be prepared to report your precise location to emergency responders.

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

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

18. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER TRACFONE WIRELESS, INC. NOR ITS EMPLOYEES, VENDORS, SUPPLIERS, OR LICENSORS SHALL BE LIABLE TO YOU OR OTHER USERS OF YOUR SERVICE FOR ANY 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). IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN, TO THE EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF TRACFONE UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100), AND SUCH LANGUAGE SHALL BE EXCLUDED TO THE EXTENT OF SUCH INVALIDITY OR UNENFORCEABILITY; ALL OTHER TERMS IN THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

You agree that neither we nor our employees, 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 a Service, including, but not limited to, deficiencies or problems with a phone or Service coverage (for example, dropped, blocked, interrupted Service, etc.); (d) accidents or any health-related claims arising from or related to our Products or Service; (e) content or information accessed on your phone while using our Products or 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; (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; (k) unauthorized access or changes to your account or device; or (l) the use of your account or device by others to authenticate, access or make changes to a

third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds . You should implement appropriate safeguards to secure your phone, computer or equipment and to back up your information stored on each.

19. Indemnification

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

If in connection with your SafeLink Products or Services, you provide us with a telephone number(s) for which you are not the subscriber, you understand that you will indemnify and hold harmless the SafeLink Indemnified Parties for any Costs incurred as a result of us attempting to contact you at the number(s).

20. Privacy Policy

Accepting this Agreement means that you also agree to our Privacy Policy, available at <https://www.tracfonewirelessinc.com/en/Privacy+Policy/> (<https://www.tracfonewirelessinc.com/en/Privacy+Policy/>), which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. If applicable, it is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy.

Many services and applications offered through your device may be provided by third parties. When you access and use third-party services, including third-party services which SafeLink may make available as part of or in connection with your SafeLink Service, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. You should review their applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.

21. Entire Agreement

This Agreement constitutes the entire Agreement between You and TracFone Wireless, Inc. with respect to any SafeLink Product and/or Service. The failure of either party to enforce any of the terms set forth herein shall not be construed to be a waiver of any such terms nor in any way affect the validity and enforceability of these Terms. No waiver of a breach of any term shall be deemed a waiver of any other or subsequent breach of a term. Except as expressly provided in section I, 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.

22. Send Inquiries via Direct Mail

To send inquiries via direct mail, you may contact us at:

TracFone Wireless

Attn: TracFone Legal Department

One Verizon Way

Basking Ridge, New Jersey 07920-1097

V. Limited Warranty

Your SafeLink Phone is covered by a one (1) year limited warranty, set forth below, administered by SafeLink. A reconditioned SafeLink Phone also has a one (1) year limited warranty provided by SafeLink and all SafeLink accessories have a ninety (90) day limited warranty against defects in materials and workmanship under normal use by the purchaser. Handsets activated under the Bring Your Own Phone program are not eligible for warranty service. The terms of this limited warranty do not apply to Apple iPhones which are covered by a one-year limited warranty offered and administered by Apple (visit [apple.com](http://www.apple.com) (<http://www.apple.com/>) for more information). You may obtain warranty service directly from SafeLink.

How to Obtain Warranty Service. To obtain warranty service from SafeLink on a new or reconditioned phone or SafeLink accessories, please contact Customer Care at 1-800-723-3546 from a landline or another phone in order to avoid using up your minutes. If your problem cannot be resolved over the phone, our SafeLink technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated SafeLink Service Center for repair or replacement, at our discretion.

Terms of Limited Warranty. SafeLink warrants to you, the Customer, that your Phone 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 any applicable Product begins on the date of your purchase and is only applicable for defects in material and workmanship that result in Product failure during normal usage.
2. The limited warranty extends only to the original purchaser ("Purchaser") of the Product and is not assignable or transferable to any subsequent end-user. The limited warranty extends only to Purchasers who purchase the Product in its original packaging from an authorized dealer. Upon request from SafeLink, the Purchaser must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
3. During the limited warranty period, SafeLink will replace or repair, at our sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished replacement Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. SafeLink may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. SafeLink's limit of liability under this limited warranty is the actual cash value of the Product at the time the Purchaser returns the Product to SafeLink for repair, determined by the price paid by the Purchaser for the Product less a reasonable amount for usage. SafeLink shall not be liable for any other losses or damages. These remedies are the Purchaser's exclusive remedies for breach of warranty.
4. The Purchaser shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
 - a. The Phone has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of SafeLink, including damage caused by shipping.
 - b. The Phone 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, "cancel-bots" or damage caused by the connection to other products not recommended for interconnection by SafeLink.

c. SafeLink 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 Phone 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 Phone.

f. The Product is outside of the limited warranty period.

5. Customer understands 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.

6. SafeLink 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.

7. This is the entire warranty between SafeLink and the Purchaser, 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.

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

VI. Return Policy

To see the return policy ("Return Policy") applicable for your Phone, please refer to the section below based on how you made your purchase. SafeLink does not allow returns or provide refunds for any SIM Kits or Airtime Cards purchased.

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

Online Purchases from SafeLink. If you purchased your SafeLink Phone from our official website, 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 that you are returning must have been purchased from SafeLink's official website and the IMEI numbers must be verified.

You must return the phone in like new, working condition, returned in the original manufacturer's packaging with all included accessories, including 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 the 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. SafeLink 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.

VII. Unlocking Policy

Unlocking a SafeLink phone refers to disabling software that would otherwise prevent you from activating the phone on another carrier's network. However, due to different carrier technologies, an unlocked SafeLink phone may not work, or may experience limited functionality, on another carrier's network. SafeLink is not responsible for any limitations of service, or otherwise, resulting from the use of an unlocked phone on another provider's network.

The following general conditions must be met before a phone can be considered eligible for unlocking:

The phone must be in working condition and turned ON;

The phone was activated with SafeLink Service by purchasing and redeeming a Plan on that specific phone ("Activation");

The phone has not been reported as stolen or lost; and

There are otherwise no indicators of fraud.

For customers with phones capable of remote unlocking: SafeLink will automatically unlock phones capable of remote unlocking when eligible. For all phones Activated with SafeLink prior to November 23, 2021, the phone will be remotely unlocked upon request after twelve (12) months of active SafeLink Service. For phones capable of remote unlocking Activated with SafeLink Service on the Verizon network on or after November 23, 2021, the phone will be automatically remotely unlocked sixty (60) days from Activation. If the phone was activated with SafeLink Service on any non-Verizon network on or after November 23, 2021, the phone will be remotely unlocked upon request after twelve (12) months of active SafeLink Service.

For customers with phones not capable of remote unlocking: SafeLink will provide an unlocking code to most customers who request unlocking of phones not capable of remote unlocking. For phones not capable of remote unlocking Activated with SafeLink prior to November 23, 2021, the phone must have been active on SafeLink Service for twelve (12) months. For phones not capable of remote unlocking Activated with SafeLink Service on the Verizon network on or after November 23, 2021, the phone will be eligible for unlocking sixty (60) days from Activation. If the phone was activated with SafeLink Service on any non-Verizon network on or after November 23, 2021, the phone will be unlocked upon request after twelve (12) months of active SafeLink Service.

For certain customers who are not on the Verizon network or who activated on the Verizon network on or before November 23, 2021, if you have not met the required minimum period of active SafeLink Service, SafeLink may unlock your phone, but you will incur a charge of up to \$300, depending on how long your service was active prior to the unlocking request.

Accepting this Agreement means that you also agree to TracFone Wireless, Inc.'s Unlocking Policy, available at <https://www.tfwunlockpolicy.com/wps/portal/home/>, which may be updated from time to time.

Customers who would like to check if they are eligible or submit an unlocking request can do so online at <https://www.tfwunlockpolicy.com/wps/portal/home/> (<https://www.tfwunlockpolicy.com/wps/portal/home/>) or by calling 1-888-442-5102.

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

Unlocking Policy for Deployed Military Personnel

If you are a SafeLink customer in the military and receive relocation orders outside of the SafeLink Coverage Area, we will unlock your phone at your request, even during the applicable lock period following the activation of your phone.

VIII. California-Specific Terms & Disclosures

The following California Specific Terms ("California Terms") apply to all SafeLink Service provided in the State of California. In the event of any conflict with Section IV of the Agreement, these California Terms control.

Schedule of Rates – California Plans

Unlimited Talk and Text Plan and 6GB of High Speed Data**	Unlimited Nationwide Anytime Minutes • Unlimited Free Text Messaging • Free Phone** • Free Caller ID and 3-Way Calling • 6GB Data	\$29.88	Free	None	Yes
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"Bring Your Own Phone" Program Unlimited Talk, Text and 6 GB Data Plan	Unlimited Nationwide Anytime Minutes • Unlimited Free Text Messaging • Use Customer’s own Phone • Free SIM Card • Free Caller ID and 3-Way Calling • 6GB Data	\$29.88	Free	None	Yes
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SafeLink Unlimited Talk and Text Plan (40 GB Data at 4G Speed)	Unlimited Nationwide Voice, Text and Data; 4G speed. • Free or Discounted Phone** or SIM Card • Free Caller ID and 3 Way Calling	\$48.38	\$24.28	None	Yes
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SafeLink Unlimited Talk and Text Plan (20 GB Data at 4G Speed)	Unlimited Nationwide Voice, Text and Data; 4G speed. • Free or Discounted Phone** or SIM Card • Free Caller ID and 3-Way Calling	\$39.88	\$15.78	None	Yes
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Plan Name	Plan Includes	Regular Plan Charge	Lifeline Plan Charge	Additional Charges	California Lifeline Eligible
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SafeLink Unlimited Talk and Text Plan (8 GB Data at 4G Speed)	Unlimited Nationwide Voice, Text and Data; 4G speed. • Free or Discounted Phone** or SIM Card • Free Caller ID and 3-Way Calling	\$29.88	\$5.78	None	Yes
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SafeLink Tribal Unlimited Talk and Text Plan (40 GB Data at 4G Speed)	Unlimited Nationwide Voice, Text and Data; 4G speed. • Free or Discounted Phone** or SIM Card • Free Caller ID and 3 Way Calling	\$49.88	Free	None	Yes
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Plan Name	Plan Includes	Regular Plan Charge	Lifeline Plan Charge	Additional Charges	California Lifeline Eligible
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* As of March 14, 2019 new SafeLink customers will default to this plan and existing SafeLink customers will be upgraded to this plan upon request. Plan changes before the 25th day of the month will take effect the following month. Plan changes on or after the 25th day of the month may be delayed until the month after the following month.

** Eligible Customers will receive a new Phone at no charge at the time that an eligible Customer first enrolls in SafeLink. If an eligible Customer discontinues their SafeLink Service, Customer will only be eligible to receive a new Phone at no charge if Customer re-establishes SafeLink Service after ninety (90) days from the date Customer last discontinued use of their SafeLink plan.

1. SafeLink Customers will have the ability to place and receive voice-grade calls of all distances. Calls will not be limited to local calling areas and there will be no toll charges. There will be no service contracts, term commitments or early termination fees or penalties associated with any SafeLink plan. There will be no service connection charges, activation fees, or deposit requirements. Customers will be able to terminate their enrollment in SafeLink Service at any time, either because the consumer is not receiving a voice grade connection at the residence, or for any other reason. If a California Lifeline Customer does not receive a voice grade connection, SafeLink will provide service to that Customer using a different technology, if available.
2. All SafeLink Customers will have access to 911 and/or E911 emergency calling services in compliance with federal and state requirements. SafeLink Phones will be able to dial 911 without regard to whether the Customer has remaining airtime minutes available. SafeLink will provide potential and existing Customers with information regarding 911 and/or E911 emergency calling service in accordance with federal and state requirements.
3. All SafeLink plans supported by the California Lifeline program will provide at least 500 minutes or at least 1,000 minutes, depending on the amount of California Lifeline support. Those plans will include domestic SMS text messaging.
4. All SafeLink plans will comply with the requirements set forth in CPUC D. 14-01-036, Appendix A 2, ¶¶ 4(a)-(j), and will be available to qualified households on a nondiscriminatory basis. Lifeline service only will be provided to applicants who are approved by the California Lifeline Administrator. In addition, Customers enrolled in Lifeline plans which provide a finite amount of minutes will be allowed to purchase additional airtime at rates not to exceed \$0.10 per minute. SafeLink Customers will not be required to enter into contracts. For those Customers enrolling in plans with monthly charges, SafeLink will not impose fees based on Customer's payment method (e.g., in person, cash, check or other payment form). TracFone will not assess restocking fees for any devices returned within three (3) days of service activation.
5. Except for the "Bring Your Own Phone" Plan, all of SafeLink's mobile wireless Lifeline plans will include new Phones provided to eligible Customers at no charge. Eligible Customers will receive a new Phone at no charge at the time that an eligible Customer first establishes SafeLink Service. If an eligible Customer discontinues their SafeLink Service, Customer will only be eligible to receive a new Phone at no charge if Customer re-establishes SafeLink Service after ninety (90) days from the date Customer last discontinued use of their SafeLink plan. At the time of first establishing SafeLink Service, an eligible Customer will also have the option of receiving a free SIM card to use in their own Phone or purchasing a discounted smartphone. California Lifeline Customers wishing to purchase other Phones will be allowed to purchase TracFone phones from participating retail vendors, on the same basis as do TracFone's retail customers.
6. As required by Public Utilities Code §2881, TracFone California Lifeline Customers who are deaf or hearing-impaired or who have speech disabilities will have access to California Relay Service.
7. Upon Customer request, TracFone will block access to 900/976 information service calls. Any 900/976 charges inadvertently or mistakenly incurred will be subject to a free one-time billing adjustment.
8. SafeLink California Lifeline Customers will have access to operator services commensurate with those provided to its retail customers. Operator services will be provided through TracFone's underlying providers. Any charges or fees for operator services will be disclosed to California Lifeline Customers.
9. Access to local directory assistance will be provided to SafeLink California Lifeline customers through TracFone's underlying providers. There will be no additional charges for directory assistance. For those SafeLink plans which do not include unlimited calling, calls to toll-free numbers will be decremented as are any other calls.

10. All California Lifeline services may access 800 or other toll-free services. For those SafeLink plans which do not include unlimited calling, calls to toll-free numbers will be decremented as are any other calls.
11. TracFone will provide customer service during normal business hours. Calls to customer service should be made using the 611 dialing code. Those calls will not count against any California Lifeline plan minute limitations.
12. TracFone customer service will be available in English and Spanish. TracFone will not market SafeLink Service in other languages. Calls to customer service made by using the 611 dialing code will not count against any California Lifeline Customer's allotted voice minutes or number of calls.
13. As noted above, there are no toll charges associated with any TracFone California Lifeline service. Therefore, there is no need to offer toll blocking service.
14. There are no toll charges associated with any TracFone California Lifeline service. Therefore, there is no need to provide access to Toll-Control service.
15. TracFone will provide access to two California Lifeline discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users as required.
16. TracFone will provide free access to the California Relay Service via the 711 abbreviated dialing code to California Lifeline participants.
17. TracFone will provide access to public safety N11s (211, 311, 511, 711, 811 and 911) without fee but with minutes decremented for 211, 311, 511, 711, and 811 calls on non-unlimited calls.
18. TracFone will provide access to 611 for billing and repair services. Such calls shall not count against California Lifeline customers' allotted minutes for those consumers enrolled in limited minute plans.
19. SafeLink will provide access to 411 directory assistance through its underlying providers.
20. SafeLink, SafeLink Wireless, TracFone and the TracFone Wireless, Inc. logo are registered trademarks of TracFone Wireless, Inc., a Verizon company.
21. SafeLink will provide 30-day notice to California Lifeline participants before the service provider withdraws from offering California Lifeline services.
22. Customer's Phone will not work if wireless towers and related equipment lose commercial power and do not have backup power, and/or Customer's Phone is not charged.
23. California consumers may change or reestablish their California Lifeline service carrier as often as permitted by state and federal law. However, the California Lifeline fund will pay for no more than two service connection fees (whether with SafeLink or any other wireless service provider) per household per year. For any transaction that is not eligible for reimbursement from the Lifeline fund, SafeLink will use its own funds to credit the service connection charge.

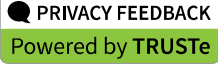
Beginning June 1, 2017, the California Lifeline Program (California Lifeline) has a new limitation on consumers requesting the California Lifeline discounts for phone services.

30-Day Waiting Period for an Enrollment Request for the California Lifeline Discounts for Phone Service: When a consumer submits an enrollment request to receive the California Lifeline discounts for cell phone service the consumer has to wait up to thirty (30) days to submit another enrollment request. A consumer CANNOT have multiple enrollment requests for the California Lifeline discounts for cell phone service going at the same time. The 30-day waiting period ends when either 1) the California Lifeline Administrator sends the final eligibility decision, 2) the enrollment request is canceled, or 3) the thirty (30) days have passed since the enrollment request, whichever occurs first. After the 30-day clock stops, a

consumer may then submit another enrollment request for the California Lifeline discounts for cell phone service, as applicable. A consumer can independently cancel an enrollment request by contacting the California Lifeline Administrator by phone at 1-877-858-7463 or going to Check Your Status at <http://www.CaliforniaLifeline.com> (<http://www.californialifeline.com/>) The cell phone company can also cancel an enrollment request.

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Version 202407

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