

Exhibit 4



Walmart Family Mobile SafeLink Benefit Terms and Conditions of Service

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

THESE TERMS AND CONDITIONS OF SERVICE CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND REQUIRE THAT CERTAIN DISPUTES BE RESOLVED THROUGH ARBITRATION INSTEAD OF A COURT TRIAL. FOR MORE INFORMATION SEE SECTION 7 BELOW.

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

For assistance or more information regarding Enrollment and/or Plan Changes, please contact Customer Care at **1-800-973-9716**, from 8 AM to 11:45 PM (EST) 7 days a week.

If you are experiencing a problem with your Walmart Family Mobile SafeLink Benefit phone, please contact Technical Support at **1-877-440-9758**, from 8 AM to 11:45 PM (EST) 7 days a week.

If you need to **contact us by mail**, please send correspondence to

SafeLink Benefit

PO Box 220009

Milwaukie, OR 97269-0009

1. PROGRAM DESCRIPTION

Walmart Family Mobile SafeLink Benefit is funded by the Universal Service Fund LifeLine program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the Program, a person must meet certain eligibility requirements where Walmart Family Mobile SafeLink Benefit is

offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the LifeLine Benefits. Federal law permits only one LifeLine benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Applicants for Walmart Family Mobile SafeLink Benefit 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 TracFone Wireless by calling 1-800-973-9716 within 30 days if they no longer qualify for any of the public assistance programs identified in their application form, no longer meet the criteria for income eligibility, if another member of their household receives LifeLine benefits, or if they no longer qualify for LifeLine for any other reason.
- Will notify TracFone Wireless of any change of address within 30 days by calling 1-800-973-9716.
- 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 TracFone Wireless. Documents sent to TracFone Wireless will not be returned. TracFone Wireless is not responsible for any losses resulting from the destruction of documents sent to TracFone Wireless.

Applicants who qualify and are enrolled in Walmart Family Mobile SafeLink Benefit will receive a subsidy to reduce the cost of their monthly phone service. TracFone Wireless will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in Walmart Family Mobile SafeLink Benefit. Please call TracFone Wireless at 1-800-973-9716 or visit our website at WFMAssist.com for further information.

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

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

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

Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if TracFone determines, in its sole discretion, that a TracFone Wireless customer has violated these prohibitions, TracFone Wireless will the permanently de-enroll the customer from Walmart Family Mobile SafeLink Benefit , their phone will be permanently deactivated and the customer's personal information will be permanently tagged so that the customer may not re-enroll in Walmart Family Mobile SafeLink Benefit in the future. If you have any questions, concerns, comments or complaints regarding Walmart Family Mobile SafeLink Benefit or Service, offerings or products, please call TracFone Wireless Customer Care at 1-800-973-9716. You may also contact your state's Public Service Commission/Public Utility Commission.

2. AIRTIME RATES, USAGE, AND INCLUDED MONTHLY MINUTES

While you are enrolled in Walmart Family Mobile SafeLink Benefit, you will receive a discount of \$9.25 per month on the purchase of eligible service.

Customers in the State of Washington who have a problem with their TracFone Wireless service and are unable to resolve it by contacting Customer Care, may contact the Washington State Attorney General, Consumer Protection Division, by calling 1-800-551-4636.

3. ANNUAL VERIFICATION

As a TracFone Wireless customer, You are required to annually verify your continued program eligibility in Walmart Family Mobile SafeLink Benefit every 12 months. If you fail to complete your annual verification by your service anniversary date, you will be de-enrolled from Walmart Family Mobile SafeLink Benefit. Upon de-enrollment from Walmart Family Mobile SafeLink Benefit, you will cease receiving your discount. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available airtime minutes and service days remaining on your phone. You may purchase airtime and service days to keep your phone service active.

4. OUR RIGHT TO TERMINATE YOUR TRACFONE WIRELESS SERVICE

You agree not to give away, resell or offer to resell the TracFone Phone or Service provided by Walmart Family Mobile SafeLink Benefit. You also agree your TracFone 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 TRACFONE 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 TracFone Wireless Phone;
- d. threaten or commit violence against any of our employees or customer service representatives;
- e. use vulgar and/or inappropriate language when interacting with our representatives;
- f. steal from us;
- g. harass our representatives;

- h. interfere with our operations;
- i. engage in abusive messaging, emailing or calling;
- j. modify your device from its manufacturer's specification; or
- k. use the service in a way that adversely affects our network or the service available to our other customers.

We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offences (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

5. LIMITATION OF LIABILITY

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

6. INDEMNIFICATION

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

7. DISPUTE RESOLUTION

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care department at 1-800-973-9716. As such, You agree that You will first contact with any dispute and provide a description of the nature of the dispute, all relevant documents, other information concerning the dispute, and Your proposed resolution before taking any formal action. If we are unable to reach a resolution of Your dispute within 30 days of Your notice to us, You agree that You will submit the dispute to binding arbitration as set forth in this provision or small claims court rather than ling a lawsuit. You may forward Your dispute to: TracFone Wireless, Inc., Attn: Executive Resolution Department, 9700 NW 112 Avenue, Miami, FL 33178.

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

BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) THROUGH BINDING ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THAT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF TRACFONE'S

AGREEMENT WITH YOU. YOU AGREE THAT YOU ARE AWARE THAT THERE IS NO JUDGE NOR JURY IN ARBITRATION BUT THAT AN ARBITRATOR MAY AWARD YOU THE SAME DAMAGES AND RELIEF THAT YOU MAY BE ABLE TO RECOVER IN A COURT OF LAW. YOU AND TRACFONE FURTHER AGREE THAT THE ARBITRATOR MUST HONOR THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY BRING A CLAIM IN SMALL CLAIMS COURT.

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

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

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

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

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

reasonable fees, and You and TracFone agree that the arbitrator may make any rulings as to the payment and reimbursement of fees and expenses for an additional 14 days after the arbitrator's ruling on the merits.

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

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

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

YOU HAVE THE RIGHT TO OPT OUT OF THIS PROVISION COVERING DISPUTE RESOLUTION BY BINDING ARBITRATION WITHIN 30 DAYS OF THE ACTIVATION OF YOUR SERVICE. IN THE EVENT YOU ACTIVATE SERVICE WITH TRACFONE AND DO NOT OPT OUT OF THIS PROVISION WITHIN 30 DAYS, YOUR INACTION SHALL BE DEEMED TO BE CONSENT TO THIS PROVISION COVERING DISPUTE RESOLUTION. YOU MAY OPT OF THIS PROVISION BY CALLING US AT 1-800-973-9716 OR BY WRITING TO TRACFONE WIRELESS, INC., ATTN: EXECUTIVE DISPUTE RESOLUTION, 9700 NW 112 AVENUE, MIAMI, FL 33178. ANY OPT-OUT RECEIVED AFTER THE OPT-OUT DEADLINE (OR, IN THE CASE OF THOSE MAILED, POSTMARKED AFTER THE OPT-OUT DEADLINE) WILL BE INVALID, AND YOU MUST PURSUE YOUR CLAIM IN ARBITRATION.

8. CHOICE OF LAW

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

9. PRIVACY POLICY

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

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