

**LOCATE THE ACTIVATION CARD
INSIDE YOUR PACKAGE FIRST**



SERVICES GUIDE

Alcatel A382G

**For more information and the
latest Terms and Conditions
of Service, visit TracFone.com**



PLEASE RECYCLE

QUAG-TFA382G.NL



THANK YOU FOR BUYING A TRACFONE!

Alcatel A382G



YOU MADE THE RIGHT CHOICE.

- 1. FLASHLIGHT**
- 2. SERVICE DAYS LEFT**
To keep your TracFone service Active, you must refill before your Service Days run out.
- 3. VOLUME**
- 4. LEFT SOFT KEY/MENU**
- 5. LOCK**
Press & hold to lock/unlock the screen.
- 6. SEND**
- 7. OK**
Press to go to the Prepaid menu or to open or select a menu option.
- 8. CHARGER DOCK**
- 9. AIRTIME BALANCE**
This is the number of Minutes available to use on your TracFone. To add more Minutes, go to the Prepaid Menu.
- 10. ARROW KEYS**
UP: Messages • DOWN: Main Menu
- 11. FLASHLIGHT ON/OFF**
- 12. RIGHT SOFT KEY/CONTACTS**
- 13. FM RADIO**
- 14. PWR/END**
To turn your phone ON, press and hold PWR/END until your screen lights up. To turn your phone OFF, press and hold PWR/END until the screen goes dark.

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1. GET STARTED

- 1.1 WHAT'S IN YOUR PACKAGE
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1.1 WHAT'S IN YOUR PACKAGE

TRACFONE



BACK COVER



CHARGER



BATTERY



ACTIVATION CARD



SERVICES GUIDE



1.2 ABOUT YOUR PREPAID MENU

Your TracFone's Prepaid Menu is the place to locate key information about your phone, such as your Serial Number, SIM Number and Phone Number (once it is active). This is also the menu you will use to Buy and Add Airtime.

To get to your phone's Prepaid menu, press the **OK** key located in the center of your navigation keys.



1.3 ACTIVATE YOUR TRACFONE

A. Locate your ACTIVATION CARD and follow the instructions on the card.

If you are a current TracFone customer it's easy to transfer your service to another TracFone. To transfer your service, go to **TracFone.com**, then select the **Activate Phone** tab and select **Activate/Reactive**. To keep your existing phone number, select **Transfer my number and service from one TracFone to another** and follow the instructions. You will need the information on the red Activation Card in your package to continue the Activation process. For additional help, call the TracFone Customer Care Center at 1-800-867-7183.



B. This Card has the Serial Number you need to Activate your phone.

C. To Activate go to TracFone.com or call 1-800-867-7183 from another phone.



2. ABOUT TRACFONE SERVICE

- 2.1 KEEP YOUR SERVICE ACTIVE
- 2.2 KNOW YOUR SERVICE PLANS AND REFILL OPTIONS
- 2.3 KNOW YOUR MONTHLY PLAN OPTIONS
- 2.4 GET PENDING MINUTES AND UPDATES

2.1 KEEP YOUR SERVICE ACTIVE

IMPORTANT

To keep your Service Active, you must refill your Service Plan BEFORE your Service End Date.

Airtime adds Minutes and Service Days to your TracFone. Keeping your Service Active is easy. Just add airtime BEFORE the Service End Date which is displayed on the main screen of your phone.

Before running out of Minutes

Before the Service Days left run out



Keep your Service Active with a variety of Airtime cards and Monthly Plans. Choose the option that best fits your needs.

2.2 KNOW YOUR SERVICE PLANS AND REFILL OPTIONS

A. Pay As You Go

Flexible Airtime Card options let you add Minutes and Service Days as you need them. Each card adds Minutes to the Airtime balance and 90 days to the Service Days left on your TracFone.



**60 MINUTES
90 DAYS**



**120 MINUTES
90 DAYS**



**200 MINUTES
90 DAYS**



**450 MINUTES
90 DAYS**

TracFone Airtime rates and the availability or selection of Airtime Cards may vary and are subject to change without notice.

- ▶ **1 YEAR CARD:** Adds 1 year to the Service Days left on your TracFone and 400 Minutes to the Airtime balance. Adds 400 Minutes and 365 Service Days.



B. Where To Buy Airtime

- ▶ **RETAILERS NATIONWIDE:** Airtime Cards are available at over 90,000 retail stores nationwide. Find a retailer by visiting TracFone.com/retailers.
- ▶ **ONLINE:** Visit us at TracFone.com and select the Airtime tab. Follow the prompts to complete your Airtime purchase.
- ▶ **DIRECTLY FROM YOUR TRACFONE:** With the Buy Now – Airtime on Demand feature, you can buy Airtime directly from your TracFone’s Prepaid Menu. Register your credit or debit card once at TracFone.com/buynow or by calling 1-800-964-4836 and you are ready to go!
- ▶ **BY CALLING:** Call our Customer Care Center at 1-800-867-7183 to purchase Airtime before your Service End Date.

2.3 KNOW YOUR MONTHLY PLAN OPTIONS

A. Monthly Plans

TracFone offers the same conveniences as contract plans, but without the contract! Choose the plan that works best for you:

- ▶ Individual Plan
- ▶ Family Value Plan
- ▶ TracFone Service Protection Plan

Enroll your TracFone in a plan and enjoy these benefits:

- ▶ Automatically receive Minutes and Service Days on your TracFone every month.
- ▶ Plans start at \$9.99/month.
- ▶ No contracts or cancellation fees.

B. Where To Enroll

In order to enroll in a Monthly Plan you must have a valid credit or debit card.

To enroll:

- ▶ Go to TracFone.com/valueplans

OR

- ▶ Call us at 1-800-964-4836

2.4 GET PENDING MINUTES AND UPDATES

If you've activated your TracFone and tried adding Minutes but haven't received them, you can check to see if you have Pending Minutes.

Follow the steps below to send Pending Minutes and programming updates to your TracFone.

1. Go to the Prepaid menu by pressing the **OK** key.
2. **Add Airtime** will appear highlighted. Press the **OK** key.
3. Enter **555** and press the **OK** key.
4. You will be prompted for a Promo Code. Press the key below the word **NO**. Your phone will display the message **Processing, keep your phone turned on to receive your airtime.**
5. You will receive a confirmation of your request.



3. HOW TO USE YOUR TRACFONE

- 3.1** FIND YOUR SERIAL NUMBER
- 3.2** FIND YOUR SIM NUMBER
- 3.3** FIND YOUR PHONE NUMBER
- 3.4** MAKE AND RECEIVE CALLS
- 3.5** SET UP YOUR VOICEMAIL
- 3.6** SEND TEXT MESSAGES
- 3.7** ADDITIONAL FEATURES
- 3.8** MAKE INTERNATIONAL CALLS
- 3.9** TIPS

3.1 FIND YOUR SERIAL NUMBER

1. From the main screen, press the **OK** key.
2. Using your **ARROW** keys, highlight **Serial Number** then press **OK**. The number that appears on your screen is the phone's Serial Number.
3. To return to the main screen, press **PWR/END**.

3.2 FIND YOUR SIM NUMBER

1. From the main screen, press the **OK** key.
2. Go to **SIM Number** then press **OK**. The number that appears on your screen is your SIM Number.
3. To return to the main screen, press **PWR/END**.

3.3 FIND YOUR PHONE NUMBER

To see your phone number, simply press the key located on the BACK of the phone. Otherwise:

1. From the main screen, press the **OK** key.
2. Go to **My Phone Number** then press **OK**. The number that appears on your screen is your Phone Number.
3. To return to the main screens, press **PWR/END**.

See inside front cover for help locating your phone keys.

3.4 MAKE AND RECEIVE CALLS

Make a Call

Using your keypad, dial the number you wish to call, including the 3-digit area code, and then press the **SEND** key. Entering a **1** before the area code and phone number may be necessary in some areas.

Receive a Call

Press the **SEND** key when the phone rings.

3.5 SET UP YOUR VOICEMAIL

1. Press and hold the **1** key for several seconds.
2. Your phone will automatically call **VoiceMail**.
3. Once the call is connected, follow the instructions.

3.6 SEND TEXT MESSAGES

1. From the main screen, press the **UP** arrow key.
2. **Write message** will appear highlighted. Press the **OK** key.
3. Using your keypad, enter the message you wish to send. Once you are done, press **OK**.
4. **Send to number** will appear highlighted. Press **OK**.
5. Highlight **Enter number** or **Add from Contacts**, then press **OK**.
6. Enter the mobile number you wish to send the message to then press **OK**.
7. Press **OK** again to send the message.



WRITE MESSAGE

PRESS



ENTER NUMBER

PRESS



ENTER MOBILE NUMBER

PRESS



ENTER MESSAGE

PRESS



SEND TO NUMBER

PRESS



PRESS



3.7 ADDITIONAL FEATURES

Use your Flashlight

1. Locate the **FLASHLIGHT** switch on the top right edge of the phone.
2. To turn the flashlight **ON**, slide the switch up.
3. To turn the flashlight **OFF**, slide the switch down.

Use the FM Radio

1. Locate the **FM RADIO** switch on the right edge of the phone.
2. Slide the **FM RADIO** switch to the opposite direction.
3. You will be asked if you want to turn the FM Radio **ON**; press the key below **Yes**.
4. To turn the radio off, slide the FM RADIO switch to the opposite direction. You will be asked if you want to turn the FM Radio **OFF**, press the key below **Yes**.

Change Radio Frequency

1. Use your **UP/DOWN** arrow keys to go through the stations manually.
2. For additional options, press the key below **Options** and choose the desired option.

3.8 MAKE INTERNATIONAL CALLS

You can call over 100 international destinations from your TracFone at no additional cost. Please wait 2 business days after your TracFone is Activated to make international calls.

- A. From your TracFone, DIAL 1-800-706-3839.** If you are in Alaska, Hawaii and the U.S. Virgin Islands please dial 305-938-5673. We suggest that you add this number to your contacts for easy dialing.
- B. Select your language: 1 for English, 2 for Spanish. Listen to dialing instructions.** After selecting a language, dialing instructions can be interrupted at any time and you can skip to step C.
- C. Dial: 011 + Country Code + City Code + Telephone Number.** For calls to the Bahamas, Bermuda, Canada and Dominican Republic just dial: 1 + City Code + Telephone Number.

AVAILABLE INTERNATIONAL DESTINATIONS

Calls to cellular phones are not included unless the word "Cellular" is specifically listed next to the country name. Numbers in parentheses indicate the Country Code.

Albania - Tirana (355)	Bermuda - Cellular (1)
Andorra (376)	Bermuda (1)
Argentina (54)	Bolivia - La Paz (591)
Australia (61)	Bolivia - Santa Cruz (591)
Austria (43)	Brazil (55)
Bahamas - Cellular (1)	Brunei - Cellular (673)
Bahamas (1)	Brunei (673)
Bangladesh - Cellular (880)	Bulgaria (359)
Bangladesh - Chittagong (880)	Canada - Cellular (1)
Bangladesh - Dhaka (880)	Canada (1)
Bangladesh - Sylhet (880)	Chile (56)
Belgium (32)	China - Cellular (86)

China (86)	Indonesia - Surabaya (62)
Colombia - Cellular (57)	Iraq - Baghdad (964)
Colombia (57)	Ireland (353)
Costa Rica (506)	Israel (972)
Croatia (385)	Italy (39)
Cyprus - Cellular (357)	Japan (81)
Cyprus (357)	Jordan (962)
Czech Republic (420)	Kazakhstan (7)
Denmark (45)	Kenya - Nairobi (254)
Dominican Republic (1)	Lithuania (370)
Estonia (372)	Luxembourg - Cellular (352)
Finland (358)	Luxembourg (352)
France (33)	Macao - Cellular (853)
French Antilles (596)	Macao (853)
French Guiana - Cellular (594)	Malaysia - Cellular (60)
French Guiana (594)	Malaysia (60)
Georgia (995)	Malta (356)
Germany (49)	Mexico (52)
Gibraltar (350)	Monaco (377)
Greece (30)	Netherlands (31)
Guadeloupe (590)	New Zealand (64)
Guatemala - Telgua (502)	Norway (47)
Hong Kong - Cellular (852)	Panama (507)
Hong Kong (852)	Paraguay (595)
Hungary (36)	Peru (51)
Iceland (354)	Poland (48)
India - Cellular (91)	Portugal (351)
India (91)	Romania (40)
Indonesia - Cellular (62)	Russia - Cellular (7)
Indonesia - Jakarta (62)	Russia (7)

San Marino - Cellular (378)	Switzerland (41)
San Marino (378)	Taiwan - Cellular (886)
Saudi Arabia - Riyadh (966)	Taiwan (886)
Singapore - Cellular (65)	Thailand (66)
Singapore (65)	Turkey (90)
Slovakia (421)	United Kingdom (44)
Slovenia (386)	Uzbekistan (7)
South Korea - Cellular (82)	Venezuela (58)
South Korea (82)	Vietnam - Ho Chi Minh (84)
Spain (34)	Zambia (260)
Sweden (46)	

D. TracFone Frequent Numbers Service

With TracFone, making international calls is really easy! Our Frequent Numbers Service offers you up to ten U.S. 800 numbers, which you can link to your most frequently dialed international numbers in any of our available international destinations (with this service, you do not need to follow steps A, B and C from section 3.8).

Just dial any of the ten U.S. 800 numbers that you can program through our website or by calling TracFone, and you will be quickly connected with the international destination you want at no additional cost.

Visit our International Long Distance website at **TracFone.com** or call our Customer Care Center at 1-800-867-7183 to set up this service for free.

Note: Please wait to be connected; DO NOT press any other key on your TracFone or your call might be disconnected.

E. TracFone International Neighbors Service (Available only for Mexico)

With our International Neighbors Service, your family and friends living in Mexico can call your TracFone directly without paying for an international long distance call, and your TracFone will deduct the same number of Minutes as if it were a local call. No international long distance charges for anyone!

With Active service, TracFone will assign you a Mexican phone number that will be linked to your TracFone for free. Your family and friends can dial this local phone number and you will receive the call on your TracFone here in the U.S. To register for International Neighbors Service, and to assign specific phone numbers, register at **TracFone.com**.

TIP: To enjoy this unique service, make sure you keep your service Active. If your Service Days Remaining end and your phone is deactivated, you will lose your Mexican phone number. Should this happen, you can get a new Mexican phone number when you re-activate your TracFone.

3.9 TIPS

- ▶ **To lock/unlock your screen:** Press and hold the **LOCK** key located on the left edge of your phone. **Keypad locked/Keypad unlocked** will appear on your screen.
- ▶ **To adjust ringer volume:** From the main screen, press the **UP/DOWN** volume keys located on the upper left edge of your phone until you reach your desired level.

For additional information about your phone, you can view or download the manufacturer's manual at **TracFone.com**.



TERMS AND CONDITIONS OF SERVICE

For more information and the latest
Terms and Conditions of Service, visit TracFone.com

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and TracFone Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. TracFone Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the TracFone Wireless website found at www.tracfone.com. Customers enrolled in the "Commercial Sales" Program may be subject to additional terms and conditions of service including additional terms associated with any alternative billing arrangements that may be in place for Commercial Sales customers. To the extent any additional Commercial Sales program terms and conditions vary from those contained in these terms and conditions, the Commercial Sales terms will control.

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

1. ACTIVATING AND USING YOUR TRACFONE

Before you can use your TRACFONE, you must activate it by calling Customer Care at 1-800-867-7183 from a landline phone or by visiting the TRACFONE website at www.tracfone.com. You must accept the TRACFONE telephone number assigned to your TRACFONE at the time of activation, however, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not TracFone Wireless. Your TRACFONE can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. TracFone Wireless Services are provided at TracFone's discretion. Some functions and features referenced in the Manufacturer's manual provided with your TRACFONE handset may not be available on your TRACFONE. TracFone Wireless may modify or cancel any service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

2. AIRTIME RATES

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

3. TEXT MESSAGING

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

Please note that TracFone Wireless does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code"

or buying or attempting to buy SMS services from anyone other than TracFone Wireless. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is a TracFone Wireless authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by TracFone Wireless), whether you incur charges as deductions from your TRACFONE handset or from your credit card, are not refundable. You may purchase from TracFone Wireless ring tones, graphics and certain information services and utilize multi-media services with certain TRACFONE models. See TracFone Data Services below.

4. INTERNATIONAL CALLS

You may now use your TRACFONE to make international calls to landlines (including some cellular phones in some countries) at no additional charge (See www.tracfone.com for available countries and details). The available countries are subject to change without prior notice. In order to place an international call, you will need to dial the international long distance access number 1-800-706-3839 and follow the instructions. From Alaska, Hawaii and the U.S. Virgin Islands you will need to dial 305-938-5673 as the international long distance access number. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. TracFone Wireless will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your TRACFONE when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

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

5. ADDING AIRTIME

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

6. AIRTIME CARDS

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

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

Double and Triple Minutes for Life of Phone: Some TRACFONE phones and Airtime Cards include a Double or Triple Minutes for Life feature. The double or triple minutes feature applies to the life of a single

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

Customers Please Note: If you are a SafeLink Customer on Plan Option 1 or 2, TracFone Airtime minutes added to your SAFELINK WIRELESS phone do not expire with active service and Usage (as defined in the SafeLink Terms and Conditions) during a consecutive sixty (60) day period. **If you are a SafeLink customer enrolled in plan option 3, all of your unused minutes expire at the end of each month upon your receipt of your free 250 monthly minutes unless you have purchased and added a TracFone airtime card to your phone.** You may carry over unused airtime minutes on the SafeLink 250 Minute Plan for up to 3 consecutive months if you purchase and add airtime from a TracFone Airtime Card before the 25th day of the month. By purchasing and adding a TracFone airtime card before the 25th of the month, your unused airtime minutes (including your free monthly allotment and any additional TracFone Airtime cards) will carry over for 3 consecutive months from the date of your last TracFone Airtime Card redemption. If you purchase and redeem a TracFone Airtime Card on or after the 26th day of any month, your airtime balance will be reset and not be carried over to the next month. The minutes you purchased will be carried over together with your next three allotments of free monthly minutes. Adding more than one Airtime Card at the same time will NOT extend your airtime carry over for more than the 3 consecutive months. The 3 month carry over is effective from the date of redemption of the last airtime card redeemed to your phone.

Airtime minutes do not have any cash value. Promotional, bonus and other non-purchased airtime minutes will not double or triple. The purchase of TRACFONE Prepaid Wireless airtime cards is non-refundable. TRACFONE Prepaid Wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.

7. AIRTIME VALUE PLANS

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

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

8. AIRTIME ON DEMAND

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

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

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

10. AIRTIME USAGE

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

11. EMERGENCY CALLS

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

12. UNAUTHORIZED USAGE; TAMPERING

The TRACFONE handset is sold exclusively for use by you, the end consumer, with the TRACFONE prepaid wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your TRACFONE handset, including without limitation, any resale, unlocking and/or reflashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to unlock, reflash, tamper with or alter your TRACFONE or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your TRACFONE or the Service, or assist others in such acts, or to sell and/or export TRACFONE handsets outside of the United States. These acts violate TRACFONE's rights and state and federal laws. Improper, illegal or unauthorized use of your TRACFONE is a violation of this agreement and may result in immediate discontinuation of Service and legal action. TRACFONE will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use

of sale of your TRACFONE shall entitle TracFone Wireless to recover liquidated damages from you in an amount not less than \$5,000 per TRACFONE handset purchased, sold, acquired or used in violation of this agreement.

Some TRACFONE handsets have SIM cards. If your TRACFONE has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to, and not to allow any other person to, directly or indirectly extract, alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent, clone or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card or TRACFONE Phone via any software and/or hardware methods. Customers may not remove SIM Cards from their phones nor place them in any other phone. Doing so could subject You to immediate termination of service without any right to a refund for the phone or airtime purchased. The Carriers, TracFone Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your TRACFONE is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such usage is considered unauthorized usage by TracFone for which your Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for your handset or unused airtime.

13. COVERAGE MAPS

You will find coverage maps on our website, www.tracfone.com. These maps are for general informational purposes only. However, TracFone does not guarantee coverage, service availability or the rate charged for any particular call. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. Thus, it is possible your phone will roam even in the area depicted as your home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

14. ROAMING

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

15. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, TracFone Wireless reserves the right to substitute and/or replace any TracFone equipment (including handsets) with other TracFone equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular TRACFONE handset may not be available on your TRACFONE. TracFone Wireless does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither TracFone Wireless, nor any Carrier, shall have any liability for Service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your TRACFONE outside during a lightning storm. You should also unplug the TRACFONE power cord and charger to avoid electrical shock and/or fire during a lightning storm.

16. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

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

17. LIMITED WARRANTY

A new TracFone phone is covered by a one year limited warranty, set forth below, administered by TracFone. A reconditioned TracFone phone also has a one year limited warranty provided by TracFone and all TracFone accessories have a 90-day limited warranty against defects in materials and workmanship under normal use by the purchaser. You may obtain warranty service directly from TracFone.

How to obtain Warranty Service. To obtain warranty service from TracFone on a new or reconditioned phone or TracFone accessories, please contact Technical Support at 1-800-867-7183. If your problem cannot be resolved over the phone, our TracFone technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated TracFone Service Center for repair or replacement, at TracFone's discretion.

Terms of Limited Warranty

TracFone warrants to you, the Customer, that your TracFone cellular phone ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

1. The limited warranty for the Product extends for one (1) year beginning on the date of the purchase of the Product.
2. The limited warranty extends only to the original purchaser ("Consumer") of the Product and is not assignable or transferable to any subsequent purchaser/end-user.
3. The limited warranty extends only to Consumers who purchase the Product in its original packaging from an authorized dealer.
4. During the limited warranty period, TracFone will replace or repair, at TracFone's sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished replacement

Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. TracFone may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. TracFone's limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to TracFone for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. TracFone shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.

5. Upon request from TracFone, the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
6. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
 - a) The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of TracFone, including damage caused by shipping.
 - b) The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended for interconnection by TracFone.
 - c) TracFone was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days after the expiration of the applicable limited warranty period.
 - d) The Product serial number plate or the enhancement data code has been removed, defaced or altered.
 - e) The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.
 - f) The Product is outside of the one (1) year Limited Warranty period.
7. TracFone does not warrant uninterrupted or error-free operation of the Product or service. TracFone cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. If a problem develops during the limited warranty period, the Consumer shall contact TracFone Customer Care for repair or replacement processing of the Product. TracFone shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.
8. You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.
9. TRACFONE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TRACFONE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED

BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF TRACFONE KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. TRACFONE SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES OR OTHER CONTENT.

10. Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may also have other rights which vary from state to state.
11. TracFone neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
12. This is the entire warranty between TracFone and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
13. This limited warranty allocates the risk of failure of the Product between the Consumer and TracFone. The allocation is recognized by the Consumer and is reflected in the purchase price.

18. DISCLAIMER OF WARRANTIES

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

19. TRACFONE DATA SERVICES

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

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

Each time you access the TracFone Wireless WAP with your TRACFONE's browser, 0.5 units per minute will be deducted from your TRACFONE ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute.

Access Charges begin when your TRACFONE makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your TRACFONE to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content you purchase and download. You will be advised of the Content Charges prior to finalizing your purchase.

The Data Services you purchase and download may only be used or viewed on the TRACFONE for which they were purchased and cannot be transferred to any other device, including a new or replacement TRACFONE. Data Services are non-refundable and non-transferable.

Purchase Options for Data Services: You may purchase Data Services either through your TracFone's WAP browser or through the Internet (with a personal computer) at www.tracfone.com/data. When you purchase Data Services from the Internet at www.tracfone.com/data/, the Content Charge will be shown in both U.S. Dollars and in minutes/units. You will have the opportunity to select one of two payment options: (1) using a credit card to pay the purchase price shown, or (2) a direct deduction of minutes from your TRACFONE. The number of minutes to be charged is based on the last airtime card added to your TRACFONE. See Purchasing Data Services With Airtime Minutes below.

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

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

Purchasing Data Services with Airtime Minutes: The charges for Data Services purchases are determined by the last airtime card added to your TRACFONE. Your TRACFONE will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your TRACFONE. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion

factor(s) are subject to change at any time without prior notice. The current Dollar-To-Minute Conversion Factors for Data Services may be accessed on the TracFone website. Click on "Airtime" and from the drop down menu select "Apps & More" and then selecting "Cost." The chart details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase.

Charges for MMS (e.g., picture messaging). You will be charged 1.0 unit to send or receive a multi-media message (the "MMS Charge"). In addition to the 1.0 unit MMS Charge, there will also be an additional WAP Access Charge of 0.5 units per minute for the time it takes to send or receive the multi-media message. The total WAP Access Charge will vary depending on the size of the multi-media message being sent or received.

Additional Access Charges for Data Services. In addition to the Content Charges and MMS Charges, and regardless of the payment option you use, there is always an additional Access Charge of 0.5 units per minute associated with downloading content, accessing/viewing Information Services or utilizing MMS. Total Access Charges will vary depending on the size of the content and the actual time it takes to download the content, access/view the Information Service or utilize MMS.

Data Plans for TracFone Android Phones

TracFone Android Phone users may purchase TracFone Android Data Cards which will provide a specified amount of data access without minute deductions. Data Cards provide a set amount of data access identified on the face of the card, denominated in megabytes or gigabytes. Data Cards do not double or triple, even if redeemed on a phone activated as a double or triple minutes phone. Data Cards can be added to your phone at any time, as long as the service is active. Data Cards do not provide minutes or service days, which must be purchased separately through airtime cards. Data Cards are available online and at retail locations. Data usage in excess of the amount purchased may result in minute deductions.

Modifications, Interruptions, or Discontinuation of Data Service. TracFone Wireless does not guarantee the availability of Data Services at any time and reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas. TracFone Wireless is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, TracFone Wireless will NOT refund/reimburse you for any remaining used or unused subscription time. If you cancel, or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

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

Additional Information. For more information on Data Services, please consult the Data Services Quick Guide. Additional information can also be found at www.tracfone.com.

20. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to extract, clone, reverse engineer or tamper with your Phone, the software and/or hardware on your Phone or your SIM card or insert your SIM card in another phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's default specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

21. LIMITATION OF LIABILITY

TracFone Wireless will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. TracFone Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

22. INDEMNIFICATION

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

23. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR TRACFONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF TRACFONE WIRELESS' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with TracFone Wireless, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude TracFone Wireless from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your TRACFONE, its software, the Service and/or PIN numbers in state or federal court. References to you and TracFone Wireless include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be

resolved by binding arbitration where permitted by law. You must first present any claim or dispute to TracFone Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules"), as modified by this agreement. The AAA Rules are available online at www.adr.org or by calling the AAA a 1-800-778-7879. You and TracFone Wireless agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. You and TracFone Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and TracFone Wireless in accordance with the WIA Rules, except that TracFone Wireless will reimburse you for the amount of the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless TracFone Wireless and you agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, TracFone Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor TracFone Wireless shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

24. GOVERNING LAW

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

25. PRIVACY POLICY

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

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The terms "TracFone. The Cell Phone That Puts You In Control" and "America's #1 Prepaid Cell Phone" are registered trademarks of TracFone Wireless, Inc. All other trademarks, service marks, and trade names referenced are the property of their respective owners.

ALCATEL

**HEALTH AND SAFETY
INFORMATION**

Safety and Use

We recommend that you read this information carefully before using your mobile phone. The manufacturer disclaims any liability for damage, which may result as a consequence of improper use or use contrary to the instructions contained herein.

TRAFFIC SAFETY: Given that studies show that using a mobile phone while driving a vehicle constitutes a real risk, even when the hands-free kit is used (car kit, headset), drivers are requested to refrain from using their mobile phone when the vehicle is not parked. Check the laws and regulations on the use of wireless mobile phones and their accessories in the areas where you drive. Always obey them. The use of these devices may be prohibited or restricted in certain areas.

When driving, do not use your mobile phone and headphone to listen to music or to the radio. Using a headphone can be dangerous and forbidden in some areas.

When switched on, your mobile phone emits electromagnetic waves that can interfere with the vehicle's electronic systems such as ABS anti-lock brakes or airbags. To ensure that there is no problem:

- Do not place your mobile phone on top of the dashboard or within an airbag deployment area
- Check with your car dealer or the car manufacturer to make sure that the car's electronic devices are shielded from mobile phone RF energy.

CONDITIONS OF USE: You are advised to switch off the mobile phone from time to time to optimize its performance. Remember to abide by local authority rules of mobile phone use on aircrafts.

Operational Warnings: Obey all posted signs when using mobile devices in public areas.

Follow Instructions to Avoid Interference Problems: Turn off your mobile device in any location where posted notices instruct you to do so. In an aircraft, turn off your mobile device whenever instructed to do so by airline staff. If your mobile device offers an airplane mode or similar feature, consult airline staff about using it in flight.

Switch the mobile phone off when you are in health care facilities, except in designated areas. As with many other types of equipment now in regular use, mobile phones can interfere with other electrical or electronic devices, or equipment using radio frequency.

Switch the mobile phone off when you are near gas or flammable liquids. Strictly obey all signs and instructions posted in a fuel depot, gas station, or chemical plant, or in any potentially explosive atmosphere.

When the mobile phone is switched on, it should be kept at least 15 cm from any medical device such as a pacemaker, a hearing aid or insulin pump. In particular when using the mobile phone you should hold it against the ear on the opposite side to the device, if any.

Read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your mobile device with your implantable medical device, consult your healthcare provider.

To avoid hearing impairment, answer the call before holding your mobile phone to your ear. Also move the handset away from your ear while using the "hands-free" option because the amplified volume

might cause hearing damage. It is recommended to have proper supervision while small children use your mobile phone.

When replacing the cover please note that your mobile phone may contain substances that could create an allergic reaction. Always handle your mobile phone with care and keep it in a clean and dust-free place. Do not allow your mobile phone to be exposed to adverse weather or environmental conditions (moisture, humidity, rain, infiltration of liquids, dust, sea air, etc.). The manufacturer's recommended operating temperature range is 14°F (-10°C) to 131°F (+55°C) (the max value depends on device, materials and housing paint/texture).

Over 131°F (55°C) the legibility of the mobile phone's display may be impaired, though this is temporary and not serious.

- Do not open or attempt to repair your mobile phone yourself.
- Do not drop, throw or try to bend your mobile phone.
- Do not paint it.

Use only batteries, battery chargers, and accessories which are recommended by TCT Mobile Limited and its affiliates and are compatible with your mobile phone model. TCT Mobile Limited and its affiliates disclaim any liability for damage caused by the use of other chargers or batteries.

Your mobile phone should not be disposed of in a municipal waste. Please check local regulations for disposal of electronic products. Remember to make back-up copies or keep a written record of all important information stored in your mobile phone.



Prolonged exposure to music at full volume using the music player may damage your hearing. Set your mobile phone's volume to its lowest setting prior to inserting headphones in your ears and adjust the volume to your preference. Only use headphones that are recommended by TCT Mobile Limited and its affiliates.

PRIVACY: Please note that you must respect the laws and regulations in force in your jurisdiction or other jurisdiction(s) where you will use your mobile phone regarding taking photographs and recording sounds with your mobile phone. Pursuant to such laws and regulations, it may be strictly forbidden to take photographs and/or to record the voices of other people or any of their personal attributes, and reproduce or distribute them, as this may be considered to be an invasion of privacy.

It is the user's sole responsibility to ensure that prior authorization be obtained, if necessary, in order to record private or confidential conversations or take a photograph of another person; the manufacturer, the seller or vendor of your mobile phone (including the operator) disclaim any liability which may result from the improper use of the mobile phone.

BATTERY AND ACCESSORIES: Before removing the battery from your mobile phone, please make sure that the mobile phone is switched off. Observe the following precautions for battery use:

- Do not attempt to open the battery (due to the risk of toxic fumes and burns).
- Do not puncture, disassemble or cause a short-circuit in a battery
- Do not burn or dispose of a used battery in the garbage or store it at temperatures above 140°F (60°C).

Batteries must be disposed of in accordance with locally applicable environmental regulations. Only use the battery for the purpose for which it was designed. Never use damaged batteries or those not recommended by TCT Mobile Limited and/or its affiliates.



This symbol on your mobile phone, the battery and the accessories means that these products must be taken to collection points at the end of their life:

- Municipal waste disposal centers with specific bins for these items of equipment
- Collection bins at points of sale.

They will then be recycled, preventing substances being disposed of in the environment, so that their components can be reused.

In European Union countries: These collection points are accessible free of charge. All products with this sign must be brought to these collection points.

In non European Union jurisdictions: Items of equipment with this symbol are not be thrown into ordinary bins if your jurisdiction or your region has suitable recycling and collection facilities; instead they are to be taken to collection points for them to be recycled.

In the United States you may learn more about CTIA's Recycling Program at www.recyclewirelessphones.com

CAUTION: RISK OF EXPLOSION IF BATTERY IS REPLACED BY AN INCORRECT TYPE. DISPOSE OF USED BATTERIES ACCORDING TO THE INSTRUCTIONS

CHARGERS: Home A.C./ Travel chargers will operate within the temperature range of: 32°F (0°C) to 104°F (40°C).

The chargers designed for your mobile phone meet with the standard for safety of information technology equipment and office equipment use. Due to different applicable electrical specifications, a charger you purchased in one jurisdiction may not work in another jurisdiction. They should be used for this purpose only.

Characteristics of power supply (depending on the country):

Travel charger:

- Input: 100–240 V, 50/60 Hz, 0.15A
- Output: 5V, 550 mA

Battery:

- Lithium 1000 mAh

RADIO WAVES: THIS MOBILE PHONE MEETS THE GOVERNMENT'S REQUIREMENTS FOR EXPOSURE TO RADIO WAVES.

Your mobile phone is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio-frequency (RF) energy. These limits are part of comprehensive

guidelines and establish permitted levels of RF energy for the general population. The guidelines are based on standards that were developed by independent scientific organizations through periodic and thorough evaluation of scientific studies. These guidelines include a substantial safety margin designed to ensure the safety of all persons, regardless of age and health.

The exposure standard for mobile phones employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit set by public authorities such as the Federal Communications Commission of the US Government (FCC), or by Industry Canada, is 1.6 W/kg averaged over 1 gram of body tissue. Tests for SAR are conducted using standard operating positions with the mobile phone transmitting at its highest certified power level in all tested frequency bands.

Although the SAR is determined at the highest certified power level, the actual SAR level of the mobile phone while operating can be well below the maximum value. This is because the mobile phone is designed to operate at multiple power levels so as to use only the power required to reach the network. In general, the closer you are to a wireless base station antenna, the lower the power output of the mobile phone. Before a mobile phone model is available for sale to the public, compliance with national regulations and standards must be shown.

The highest SAR value for this model mobile phone when tested is 1.06 W/Kg for use at the ear and 1.32 W/Kg for use close to the body. While there may be differences between the SAR levels of various mobile phones and at various positions, they all meet the government requirement for RF exposure. For body-worn operation, the mobile phone meets FCC RF exposure guidelines provided that it is used with a non-metallic accessory with the handset at least 1.5 cm from the body. Use of other accessories may not ensure compliance with FCC RF exposure guidelines.

Additional information on SAR can be found on the Cellular Telecommunications & Internet Association (CTIA) Web site: <http://www.phonefacts.net>

The World Health Organization (WHO) considers that present scientific information does not indicate the need for any special precautions for use of mobile phones. If individuals are concerned, they might choose to limit their own or their children's RF exposure by limiting the length of calls, or using "hands-free" devices to keep mobile phones away from the head and body. (fact sheet n°193).

Additional WHO information about electromagnetic fields and public health are available on the following website: <http://www.who.int/peh-emf>.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/ TV technician for help.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment. For the receiver devices associated with the operation of a licensed radio service (e.g. FM broadcast), they bear the following statement: This device complies with Part 15 of the FCC Rules. Operation is subject to the condition that this device does not cause harmful interference. For other devices, they bear the following statement:

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:

1. This device may not cause harmful interference.
2. This device must accept any interference received, including interference that may cause undesired operation.

Your mobile phone is equipped with a built-in antenna. For optimal operation, you should avoid touching it or degrading it. As mobile devices offer a range of functions, they can be used in positions other than against your ear. In such circumstances the device will be compliant with the guidelines when used with headset or USB data cable. If you are using another accessory ensure that whatever product is used is free of any metal and that it positions the mobile phone at least 1.5 cm away from the body.

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Hearing Aid Compatibility

Your mobile phone is rated: "For Hearing Aid", to assist hearing device users in finding mobile phones that may be compatible with their hearing devices. This device is HAC M3/T4 compatible.

General Information

Hot Line Number: In the United States, call 877-702-3444 for technical support.

On our Internet site, you will find our FAQ (Frequently Asked Questions) section. You can also contact us by e-mail to ask any questions you may have. Your cellphone is a transceiver that operates on GSM networks with 850/900/1800/1900 MHz bands or UMTS networks with 850/1900 MHz.

Protection against theft ⁽¹⁾

Your mobile phone is identified by an IMEI (mobile phone serial number) shown on the packaging label and in the product's memory. We recommend that you note the number the first time you use your mobile phone by entering * # 06 # and keep it in a safe place. It may be requested by the police or your operator if your mobile phone is stolen.


Disclaimer

There may be certain differences between the user manual description and the mobile phone's operation, depending on the software release of your mobile phone or specific operator services.

TCT Mobile shall not be held legally responsible for such differences, if any, nor for their potential consequences, which responsibility shall be borne by the operator exclusively.

Troubleshooting


Before contacting the service center, you are advised to follow the instructions below:

- You are advised to fully charge () the battery for optimal operation
- Avoid storing in your phone as this may affect its performance
- Use User Data Format to perform phone formatting, (to perform User Data format, hold down * while simultaneously pressing the power on/off key under the power off mode). and carry out the following checks:

My phone cannot switch on

- Check the battery contacts, remove and reinstall your battery, then turn your phone on
- Check the battery power level, charge for at least 20 minutes
- If it still does not work, please use User Data Format to reset the phone⁽¹⁾

My phone is frozen or has not responded for several minutes

- Restart your phone by pressing and holding the  key
- Remove the battery and re-insert it, then restart the phone
- If it still does not work, please use User Data Format to reset the phone⁽¹⁾

My phone turns off by itself

- Check that your keypad is locked when you are not using your phone, and make sure power off key is not accidentally touched while unlocking keypad
- Check the battery charge level
- If it still does not work, please use User Data Format to reset the phone⁽¹⁾

My phone cannot charge properly

- Make sure you are using an Alcatel battery and the charger from the box
- Make sure your battery is inserted properly and clean the battery contact if it's dirty. It must be inserted before plugging in the charger
- Make sure that your battery is not completely discharged; if the battery power is empty for a long time, it may take around 20 minutes to display the battery charger indicator on the screen
- Make sure charging is carried out under normal conditions (32°F (0°C) to 104°F (+40°C))
- When abroad, check that the voltage input is compatible


My phone cannot connect to a network or "No service" is displayed

- Try connecting in another location
- Verify the network coverage with your operator
- Check with your operator that your SIM card is valid
- Try selecting the available network(s) manually
- Try connecting at a later time if the network is overloaded

Invalid SIM card

- Make sure the SIM card has been correctly inserted
- Make sure the chip on your SIM card is not damaged or scratched
- Make sure the service of your SIM card is available

Unable to make outgoing calls

- Make sure you have dialed a valid number and press the  key
- For international calls, check the country and area codes
- Make sure your phone is connected to a network, and the network is not overloaded or unavailable

- Check your subscription status with your operator (credit, SIM card valid, etc.)
- Make sure you have not barred outgoing calls

Unable to receive incoming calls

- Make sure your phone is switched on and connected to a network (check for overloaded or unavailable network)
- Check your subscription status with your operator (credit, SIM card valid, etc.)
- Make sure you have not forwarded incoming calls
- Make sure that you have not barred certain calls

The caller's name/number does not appear when a call is received

- Check that you have subscribed to this service with your operator
- Your caller has concealed his/her name or number

I cannot find my contacts

- Make sure your SIM card is not broken
- Make sure your SIM card is inserted properly
- Import all contacts stored in SIM card to phone

The sound quality of the calls is poor

- You can adjust the volume during a call by pressing the Volume key
- Check the network strength
- Make sure that the receiver, connector or speaker on your phone is clean

I am unable to use the features described in the manual

- Check with your operator to make sure that your subscription includes this service
- Make sure this feature does not require an Alcatel accessory

When I select a number from my contacts, the number cannot be dialed

- Make sure that you have correctly recorded the number in your file
- Make sure that you have entered the country prefix when calling a foreign country

I am unable to add a contact in my contacts

- Make sure that your SIM card contacts are not full; delete some files or save the files in the phone contacts (i.e. your professional or personal directories)

My callers are unable to leave messages on my voicemail

- Contact your network operator to check service availability

The flickering icon is displayed on my standby screen


- You have saved too many short messages on your SIM card; delete some of them or archive them in the phone memory

SIM card PIN locked

- Contact your network operator to obtain the PUK code (Personal Unblocking Key)

How to make your battery last longer

- Make sure you follow the complete charge time (minimum 3 hours)
- After a partial charge, the battery level indicator may not be exact. Wait for at least 20 minutes after removing the charger to obtain an exact indication
- Switch on the backlight upon request

- ⁽¹⁾  **User Data Format** ALL user phone data: Contacts, messages and files will be lost permanently. Please store phone data in SIM card before you want to format.

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