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June 19, 2014

**VIA ELECTRONIC FILING**

Dr. Burl Haar  
Executive Secretary  
Public Utility Commission  
350 Metro Square Building  
121 7<sup>th</sup> Place East  
St. Paul, MN 55101

**Re: In the Matter of TracFone Wireless, Inc. for Designation as an Eligible  
Telecommunications Carrier (ETC) for the Limited Purpose of Offering Lifeline  
Service to Qualified Households  
Docket No. P-6823/M-09-802**

Dear Dr. Haar:

Attached please find for filing **TracFone Wireless, Inc.'s Second Supplemental Compliance Filing and Request to Delete Condition** in the above-referenced docket number. By copy hereto, this filing is served on the persons on the attached service list.

Let me know if you have any questions regarding this filing.

Very truly yours,  
FAEGRE BAKER DANIELS LLP

s/ Nancy Hylden  
Nancy Hylden

NJH/herdj  
Enclosures  
US.54389817.01

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger  
David C. Boyd  
Nancy Lange  
Dan Lipschultz  
Betsy Wergin

Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner

In the Matter of a Petition of TracFone  
Wireless, Inc. for Designation as an  
Eligible Telecommunications Carrier  
(ETC) for the Limited Purpose of  
Offering Lifeline Service to Qualified  
Households

Docket No. P-6823/M-09-802

**TRACFONE WIRELESS, INC.'S SECOND SUPPLEMENTAL COMPLIANCE FILING  
AND REQUEST TO DELETE CONDITION**

TracFone Wireless, Inc. (“TracFone”), by its counsel, submits this Second Supplemental Compliance Filing to provide the Minnesota Public Utilities Commission (“Commission”) with additional information about its compliance with certain conditions in the Order issued by the Commission in this docket on June 9, 2010. TracFone also requests the Commission to delete one of the conditions due to changes in Federal Communications Commission (“FCC”) rules governing Lifeline service. In addition, this compliance filing confirms that TracFone will comply with current FCC Lifeline rules. TracFone requests that the Commission promptly approve TracFone’s compliance filing so that TracFone may commence providing its SafeLink Wireless® Lifeline service to qualifying Minnesota low-income households as soon as possible.

**BACKGROUND**

In the June 9, 2010 Order, the Commission designated TracFone as an Eligible Telecommunications Carrier (“ETC”) under 47 U.S.C. § 214(e)(2) of the Communications Act of 1934, as amended,<sup>1</sup> for one year for the limited purpose of providing Lifeline service in the state

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<sup>1</sup> 47 U.S.C. § 214(e)(2).

of Minnesota subject to several conditions (“ETC Order”). On the same date, the Commission opened an investigation (Docket No. P6823/CI-10-519) to determine whether TracFone was violating or had in the past violated Minn. Stat. §§403.11 and 237.52 -- statutes concerning surcharges to fund the 911 emergency telecommunications program and the Telecommunications Access Minnesota (“TAM”) program.

On November 12, 2010, TracFone submitted its initial compliance filing in this docket, as required by the ETC Order designating TracFone as an ETC. In response to concerns raised by the Department of Commerce, on December 21, 2010, TracFone submitted a supplemental compliance filing that included a revised informational tariff. On March 25, 2011, the Commission issued a Notice of Commission Meeting on April 7, 2011, at which the Commission would consider whether it would accept TracFone’s compliance filing and on March 29, 2011, the Commission Staff filed its Briefing Papers regarding TracFone’s compliance filing. However, on April 7, 2011, TracFone requested that the Commission postpone its consideration of TracFone’s compliance filing so that TracFone could resolve issues that had been raised in the proceeding. Those issues included TracFone’s compliance with Minnesota statutes regarding 911 and TAM fees.

On May 6, 2014, TracFone and the Department of Public Safety (“DPS”), the agency responsible for collecting 911 and TAM fees,<sup>2</sup> reached an agreement resolving DPS’s contention that TracFone had failed to collect and remit applicable 911 and TAM fees. Pursuant to that agreement, DPS has withdrawn its prior objections to TracFone’s petition for designation as an ETC and to the closing of the Commission’s investigation concerning TracFone’s compliance

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<sup>2</sup> As of January 1, 2014, the Department of Revenue is responsible for administering 911 and TAM fees for prepaid wireless service and calling cards collected by retailers or prepaid wireless providers. Wireline and non-prepaid wireless service providers continue to remit 911 and TAM fees collected from their customers to DPS.

with Minnesota statutes regarding 911 and TAM fees. DPS has advised the Commission of its agreement with TracFone.<sup>3</sup> Given the resolution of the 911 and TAM fees issue, TracFone requests that the Commission consider and approve its compliance plan as supplemented by this filing, so that TracFone may commence providing its Lifeline service. In this supplement, TracFone addresses the issues raised in the Commission Staff's Briefing Papers and amendments to the FCC rules governing Lifeline service that became effective while this proceeding has remained pending.

### **TRACFONE'S COMPLIANCE WITH THE CONDITIONS SET FORTH IN THE ETC ORDER**

In the ETC Order, the Commission required that TracFone make a filing demonstrating its compliance with certain conditions. The Commission Staff's Briefing Papers provided comments on TracFone's compliance with each of those conditions based on TracFone's initial compliance filing on November 12, 2010, as supplemented on December 21, 2010. Commission Staff concluded that TracFone has fulfilled the conditions set forth in the ETC Order, with the exception of Conditions 7(d) and 8.<sup>4</sup> Condition 8 states that "TracFone shall comply with the collection and remittance provisions of Minn. Stat. §§ 403.11 and 237.52." As explained above, these statutes relate to 911 and TAM fees. TracFone and DPS have resolved their dispute regarding TracFone's compliance with these statutes. In particular, DPS has agreed that "TracFone is not in arrears for any amounts it was obligated to collect and remit for 911 and TAM fees through May 6, 2014" and TracFone has agreed to collect and remit 911 and TAM fees to

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<sup>3</sup> See Letter from J. Hines (Director, Emergency Communications Networks, DPS) to B. Haar (Executive Secretary, Commission), filed in Docket No. 09-802 on May 16, 2014 and in Docket No. 10-519 on May 23, 2014.

<sup>4</sup> Commission Staff Briefing Papers, filed March 29, 2011.

DPS going forward.<sup>5</sup> Therefore, TracFone complies with Condition 8.

Condition 7(d) states:

Include a narrative description of the area in which TracFone proposes to offer service and explain the steps TracFone will take to provide service to customers within its proposed service area but outside its existing network coverage.

Commission Staff agreed that TracFone had adequately described its service area in Exhibit 1 attached to its informational tariff. Commission Staff disagreed that TracFone had explained the steps it will take to provide service to customers within its proposed service area but outside of its existing network coverage.<sup>6</sup> However, due to changes in the FCC rules since 2010, Condition 7(d) should no longer be required.

As stated in the ETC Order, the basis for Condition 7(d) was FCC rule 54.202(a) (47 C.F.R. § 54.202(a)) as it existed in 2010.<sup>7</sup> At that time, 47 C.F.R. § 54.202(a) required all ETC applicants to “[c]ommit to provide service throughout its proposed designated service area to all customers making a reasonable request for service.”<sup>8</sup> An ETC applicant was further required to certify that it would provide service (1) on a timely basis to potential customers within its service area and (2) within a reasonable period of time to potential customers who were within the applicant’s licensed service area but outside its existing network coverage, if service could be provided at a reasonable cost. In 2011, the FCC revised Section 54.202(a) to delete the requirement that an ETC applicant certify that it will make service available to all customers

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<sup>5</sup> DPS 911 Program Minnesota Statewide PSAP Certification, attached to Letter from J. Hines (Director, Emergency Communications Networks, DPS) to B. Haar (Executive Secretary, Commission).

<sup>6</sup> See Commission Staff Briefing Papers, at 8.

<sup>7</sup> See ETC Order, at 2 & n.6.

<sup>8</sup> 47 C.F.R. 54.202(a)(1)(i) (2010). Section 54.202(a)(1)(B) detailed the possible actions an ETC could take to expand its service outside of its existing network coverage, such as reselling another carrier’s services or leasing or constructing an additional cell site.

making a reasonable request for service.<sup>9</sup> Given that the regulatory basis for Condition 7(d) no longer exists, TracFone asks the Commission to delete that condition.<sup>10</sup>

Commission Staff also recommended that TracFone delete the following sentence from its informational tariff: “TracFone does not guarantee coverage or service availability.”<sup>11</sup> TracFone has deleted this sentence from its informational tariff.<sup>12</sup>

### **TRACFONE COMPLIES WITH CURRENT FCC RULES GOVERNING LIFELINE SERVICE**

During the time that this proceeding has remained pending, the FCC revised its rules governing Lifeline service.<sup>13</sup> In the Connect America Fund Order and the Lifeline Reform Order, the FCC clarified certain requirements for designation as an ETC and substantially overhauled its rules governing Lifeline service. TracFone will comply with the FCC’s rules governing Lifeline when it provides Lifeline service in Minnesota, just as it complies with those rules in all states in which it currently offers Lifeline service.

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<sup>9</sup> See *Connect America Fund*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663 (2011) (“Connect America Fund Order”).

<sup>10</sup> As TracFone has explained in its prior compliance filings, there are no potential customers within its proposed service area that are outside of TracFone’s existing network coverage provided by TracFone’s underlying carriers. TracFone’s service area does not include any part of its underlying carriers’ service area that is not currently served. Therefore, there would not be a situation in which potential Lifeline customers would be denied service because they were within TracFone’s service area, but not within the network coverage area of TracFone’s underlying carriers. Furthermore, TracFone defines its Lifeline service area by zip code and only includes a given zip code in its service area if it is able to serve the entirety of the zip code through reselling underlying carriers’ service. As such, there are no areas within TracFone’s proposed service area that fall outside of its existing coverage. Unlike other mobile virtual network operators, TracFone provides service using the underlying networks of all the major commercial mobile radio service carriers. If a Lifeline customer does not receive adequate service on one of TracFone’s underlying carrier networks, TracFone will migrate that customer to another carrier’s network.

<sup>11</sup> Commission Staff Briefing Papers, at 8.

<sup>12</sup> A revised informational tariff is provided as Exhibit 1.

<sup>13</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656 (2013) (“Lifeline Reform Order”).

**A. TracFone Meets the Current ETC Designation Requirements.**

In the ETC Order, the Commission designated TracFone as an ETC subject to conditions. Thus, as soon as the Commission determines that TracFone complies with those conditions, TracFone may commence providing Lifeline service. In the Connect America Order and the Lifeline Reform Order, the FCC modified some of the requirements for designation as an ETC. The current ETC designation requirements are not applicable to TracFone because the Commission has already designated TracFone as an ETC. Nevertheless, TracFone meets the revised ETC designation requirements.

In the Connect America Order, the FCC eliminated its former list of nine supported services and amended Section 54.101 of the FCC's rules (47 C.F.R. § 54.101) to specify that "voice telephony service" is supported by federal universal service support mechanisms. The FCC further revised Section 54.101(a) to eliminate certain former service requirements now deemed obsolete. Section 54.101(a) of the FCC's rules currently reads as follows:

§ 54.101 Supported services for rural, insular and high cost areas.

(a) *Services designated for support.* Voice Telephony services shall be supported by federal universal service support mechanisms. Eligible voice telephony services must provide voice grade access to the public switched network or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; and toll limitation services to qualifying low-income consumers as provided in subpart E of this part.

TracFone offers all of the services and functionalities required by the FCC's rules.

Voice Grade Access to the Public Switched Network

The FCC previously defined voice grade access to the public switched network as the ability to make and receive voice phone calls between the approximately 500 Hertz and 4,000

Hertz for a bandwidth of approximately 3,500 Hertz.<sup>14</sup> Under the FCC’s rules, as amended by the Connect America Fund Order, the FCC does not provide a definition for voice grade access and instead relies on certifications from ETC applicants that they provide such access.<sup>15</sup> TracFone certifies that it provides voice grade access to its end users so that they are able to transmit and receive voice communications.

#### Minutes of Use for Local Service Provided at No Additional Charge

The FCC has “noted that many providers do not distinguish between local and long distance usage, and [has] concluded that carriers may satisfy the obligation to provide local usage via service offerings that bundle local and long distance minutes.”<sup>16</sup> The FCC has further determined that Lifeline service offerings can meet the local usage requirement in the same manner.<sup>17</sup> TracFone provides customers the ability to send and receive local calls wherever it provides service and does not distinguish between local and long distance calling. TracFone’s Lifeline offering will allow customers to use their free monthly airtime minutes (68, 125 or 250 minutes depending on the Lifeline plan in which the customer is enrolled) to send and receive local calls at no additional charge.<sup>18</sup>

#### Access to Emergency Services

An ETC must provide “access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local

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<sup>14</sup> See *Federal-State Joint Board on Universal Service*, Report and Order, 12 FCC Rcd 8776, 8810-11, ¶¶ 63-64 (1997).

<sup>15</sup> See 47 C.F.R. § 54.101(a).

<sup>16</sup> Lifeline Reform Order, ¶ 49 (citing Connect America Fund Order).

<sup>17</sup> *Id.*

<sup>18</sup> Most TracFone Lifeline customers in other states select the 250 minutes plan.



government in an eligible carrier's service area has implemented 911 or enhanced 911 systems.”<sup>19</sup>

TracFone provides universal access to the 911 calling system for its customers through the networks of its underlying carriers. TracFone has implemented and will continue to implement E911 services consistent with the FCC’s rules and orders applicable to wireless resellers. Throughout its years of operation TracFone has never received a complaint about a 911 system failure. Moreover, DPS has certified to the Commission that TracFone’s wireless customers have access to E911 services.<sup>20</sup>

#### Toll Limitation for Qualifying Low-Income Customers

In the Lifeline Reform Order, the FCC eliminated the requirement that ETCs offer toll limitation services for Lifeline customers where the ETC offers “Lifeline calling plan that includes a set number of calling minutes available for either local or domestic long distance calls.”<sup>21</sup> TracFone’s Lifeline service provides customers with specified quantities of all-distance calling minutes at no charge, so customers will not incur toll charges. TracFone treats long distance minutes of use as any other usage and customers are not charged for toll services. Each of TracFone’s Lifeline service offerings provides a set number of calling minutes that may be used for either local or long distance calling. Therefore, pursuant to the FCC’s Lifeline Reform Order, TracFone is no longer subject to a toll limitation requirement.

In the Lifeline Reform Order, the FCC amended 47 C.F.R. § 54.202 to clarify certain additional requirements for ETC designation that apply to carriers seeking Lifeline-only designation. Section 54.202 requires a Lifeline-only ETC applicant to demonstrate the following:

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<sup>19</sup> 47 C.F.R. § 54.101(a)(1).

<sup>20</sup> See Letter from J. Hines (Director, Emergency Communications Networks, DPS) to B. Haar (Executive Secretary, Commission), filed in Docket No. 09-802 on May 16, 2014 and in Docket No. 10-519 on May 23, 2014.

<sup>21</sup> Lifeline Reform Order, ¶ 230.

(1) its ability to remain functional in emergency situations; (2) that it will satisfy applicable consumer protection and service quality standards; (3) that it is financially and technically capable of providing the Lifeline service; and, (4) it has submitted information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers.<sup>22</sup>

#### Ability to Stay Functional in Emergency Situations

TracFone has the ability to remain functional in emergency situations. As a reseller of other carriers' wireless services, TracFone's service is of the same quality and reliability as that of its underlying vendors. TracFone's underlying vendors have implemented state-of-the-art network reliability standards and TracFone and its customers benefit from their high standards. Thus, TracFone's service is as reliable as that of any other wireless provider operating in Minnesota. Throughout its operating history, TracFone's service reliability has compared favorably with that of any facilities-based operator in the wireless telecommunications industry.

#### Compliance with Consumer Protection and Service Quality Standards

TracFone represents that it will comply with the CTIA - The Wireless Association Consumer Code for Wireless Service in accordance with 47 C.F.R. § 54.202(a)(3).

#### Financial and Technical Capability

TracFone has been an ETC since 2008 and currently provides Lifeline service to over 4.2 million customers in 39 states. TracFone's success as an ETC demonstrates that it is financially and technically capable of providing Lifeline service. TracFone service is available nationwide and the company currently has over 25 million total customers. TracFone provides service in Minnesota by reselling services of underlying wireless network carriers, including AT&T Mobility, T-Mobile, and Verizon Wireless, each of which has a record of providing reliable

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<sup>22</sup> 47 C.F.R. § 54.202(a)(2)-(5).

service. TracFone's financial stability is ensured by the fact that it is a 98%-owned subsidiary of America Movil, the fourth largest wireless telecommunications carrier in the world.

#### Terms and Conditions of Lifeline Service

TracFone's Lifeline customers in all states, including Minnesota, have the option to select from three monthly plans. The three plans are described in the SafeLink Wireless<sup>®</sup> Terms and Conditions of Service. A copy of those terms and conditions is provided as Exhibit 2.

#### **B. TracFone Will Comply with the Lifeline Service Requirements**

In the Lifeline Reform Order, the FCC amended the rules governing various aspects of Lifeline service, including Lifeline enrollment, annual re-certification of continued eligibility, and the bases for de-enrollment. TracFone complies with these rules in all states in which it provides Lifeline service and will comply with all applicable rules in Minnesota. The following rules focus on enrollment, annual re-certification, and de-enrollment.<sup>23</sup>

47 C.F.R. § 54.405: Section 54.405 requires ETCs "to indicate on all materials describing the service, using easily understood language, that it is a Lifeline service, that Lifeline is a government assistance program, the service is non-transferable, only eligible consumers may enroll in the program, and the program is limited to one discount per household." TracFone's advertisements, website, application forms, and annual re-certification forms contain all information required by this rule. Section 54.405 also describes three bases for de-enrollment: (1) receipt of duplicative support (*i.e.*, a subscriber receives Lifeline service from more than one ETC or more than one member of a household receives Lifeline service); (2) more than 60 days of non-usage of the Lifeline service followed by a failure to cure the non-usage within 30 days (only applicable to ETCs, such as TracFone, that do not charge for service); and (3) failure to re-certify

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<sup>23</sup> TracFone also complies with the FCC rules governing all other aspects of Lifeline service, including, but not limited to, rules regarding reporting and recordkeeping. *See* 47 C.F.R. § 54.416, 54.417.

continued enrollment on an annual basis. TracFone has developed and implemented detailed policies and procedures to ensure compliance with these de-enrollment requirements.

47 C.F.R. § 54.409: Section 54.409 sets forth the income-based and program-based criteria for a consumer to qualify for Lifeline. This section identifies seven federal assistance programs that qualify a consumer for Lifeline service and permits states to expand that list to include state assistance programs. TracFone will only approve low-income Minnesota consumers for Lifeline if TracFone confirms in accordance with the FCC's rules that they meet applicable income criteria or participate in qualifying assistance programs.

47 C.F.R. § 54.410: Section 54.410 addresses subscriber eligibility determination and certification and annual subscriber re-certification. In accordance with this section, TracFone checks a Lifeline applicant's eligibility by reviewing a database containing information regarding income or enrollment in qualifying assistance programs or by reviewing documentation of Lifeline eligibility from the applicant. Section 54.410 also lists detailed information that must be included on Lifeline application forms and on annual re-certification forms. TracFone's application and re-certification forms for Minnesota will contain all the information required by Section 54.410.

## **CONCLUSION**

As demonstrated in this compliance filing, as well as in prior compliance filings submitted in this proceeding, TracFone meets the conditions in the ETC Order and complies with FCC rules governing Lifeline service. Therefore, TracFone requests that the Commission promptly approve TracFone's compliance filing as supplemented so that it may commence providing its SafeLink Wireless<sup>®</sup> service to Minnesota's Lifeline-eligible low-income households as soon as possible.

June 19, 2014

Respectfully submitted,

**TRACFONE WIRELESS, INC.**

FAEGRE BAKER DANIELS LLP

/s/ Nancy Hylden

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*Counsel for TracFone Wireless, Inc.*

US.54389836.01

# **EXHIBIT 1**

**TracFone Wireless, Inc. d/b/a Safelink Wireless<sup>®</sup>  
Informational Tariff Applicable to Lifeline Service  
Offered in the State of Minnesota**

**Issued June 19, 2014  
Effective June 20, 2014**

**INFORMATIONAL TARIFF**  
**APPLICABLE TO LIFELINE SERVICE**  
**OFFERED IN THE STATE OF MINNESOTA**

**ISSUED BY**  
**TRACFONE WIRELESS, INC. D/B/A SAFELINK WIRELESS®**

This informational tariff is provided for informational purposes only. TracFone Wireless, Inc. is exempt from tariff filing requirements pursuant to 47 U.S.C. § 322(c)(3)

TracFone Wireless, Inc.  
9700 N.W. 112<sup>th</sup> Avenue  
Miami, Florida 33178

CHECK SHEET

The sheets listed below, which are inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Informational Tariff List and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
Exhibit 1	Original



TABLE OF CONTENTS

Section 1. APPLICATION OF TARIFF .....	5
Section 2. EXPLANATION OF SYMBOLS .....	6
Section 3. TECHNICAL TERMS, ABBREVIATIONS, AND DEFINITIONS.....	7
3.1. Company or Carrier .....	7
3.2. Customer .....	7
3.3. Service.....	7
3.4. Underlying Carrier .....	7
Section 4. RULES AND REGULATIONS .....	8
4.1. Lifeline Service .....	8
4.2. Eligibility.....	9
4.3. Application .....	9
4.4. Unauthorized Usage; Tampering .....	10
4.5. Coverage Maps .....	11
4.6. Roaming .....	11
4.7. Limitations of Service and Use of Equipment .....	11
4.8. Warranty Exchange and Lost or Stolen Phone Policy .....	12
4.9. Limited Warranty and Disclaimer of Warranties.....	12
4.10. Hearing, Visual, or Speech Impaired Accommodations.....	12
4.11. Emergency Calls .....	13
4.12. Limitation of Liability .....	13
4.13. Customer Complaints.....	13
4.14. Indemnification .....	14

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4.15. Privacy Policy .....	14
Section 5. DESCRIPTION OF SERVICES OFFERED .....	15
5.1. Service Description .....	15
5.2. Activation and Use of Handset.....	15
5.3. Retrieval of Airtime Minutes .....	16
5.4. Service End Date, Deactivation and Reactivation.....	17
5.5. Airtime Usage .....	18
Section 6. RATES.....	20
6.1. Airtime Rates .....	20
6.2. Text Messaging .....	20
6.3. International Calling.....	20
6.4. Adding Airtime .....	21
6.5. Airtime Cards.....	21

SECTION 1. APPLICATION OF TARIFF

This tariff is provided for informational purposes only and contains the regulations, rates, and charges applicable to the Company's Lifeline Service provided under the trade name SafeLink Wireless® in the areas of Minnesota for which the Company is designated as an Eligible Telecommunications Carrier.

SECTION 2. EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued cancelling the tariff page affected; such changes will be identified with the following symbols:

C	-	Change in the existing rate or regulation
D	-	Deletion or discontinuance of a rate or regulation
I	-	A rate increase
M	-	Movement of a matter to another location within the tariff
N	-	New rate or regulation
R	-	A rate reduction
S	-	Matter appearing elsewhere or repeated for clarification
T	-	Text changed, but no change in the rate
V	-	Signifies vintage tariff
Z	-	Correction

**SECTION 3. TECHNICAL TERMS, ABBREVIATIONS, AND DEFINITIONS**

Certain terms used generally throughout this price sheet are defined below.

3.1. **Company or Carrier**

TracFone Wireless, Inc. ("TracFone" or "Company"), doing business under the trade name SafeLink Wireless®.

3.2. **Customer**

The person who applies for and receives Lifeline service from TracFone.

3.3. **Service**

SafeLink Wireless® ("SafeLink") Lifeline service provided under the federal Lifeline program.

3.4. **Underlying Carrier**

A facilities-based provider of telecommunication services from whom the Company acquires services which it resells to its customers.

#### SECTION 4. RULES AND REGULATIONS

##### 4.1. Lifeline Service

###### 4.1.1. Federal Lifeline Program

The Federal Lifeline Program is designed to ensure that quality telecommunications services are available to low-income customers at just, reasonable, and affordable rates. Lifeline discounts are available to one customer per household at the customer's principal place of residence. The terms and conditions governing TracFone's Lifeline service comply with the Federal Communications Commission's orders, rules, regulations, and policies.

###### 4.1.2. Lifeline Service

TracFone's Lifeline service provides the following functions:

1. Access to the public switched telephone network
2. Local usage
3. Access to 911 and E911 emergency services
4. Text messaging
5. Voicemail
6. Call waiting
7. Caller ID

###### 4.1.3. Lifeline Benefit

Lifeline customers may select one of three monthly plans. The plans are as follows:

1. 250 free minutes each month, which do not carry over to the next month if unused, and 1,000 text messages; or
2. 125 free minutes each month, which carry over to the following month if unused, and 1,000 text messages; or
3. 68 free minutes each month, which carry over to the following month if unused, and 1,000 text messages, plus International Long Distance calling to over 60 destinations.

In addition, Lifeline customers may purchase additional usage cards at a rate of \$0.10 or less per minute. TracFone provides wireless handsets to its participating Lifeline customers at no charge. The handsets will be delivered to customers upon enrollment in the program with the first month's free usage allotment already activated.

#### 4.2. Eligibility

4.2.1. A single Lifeline benefit is available for each household and only the head of household may apply for Lifeline service. An individual's eligibility may be program-based by participating in a qualified program or income-based by meeting an income level.

4.2.2. Program-based eligibility: An individual qualifies for Lifeline service if the individual currently participates in one of the following programs:

1. Medicaid
2. Supplemental Nutrition Assistance Program
3. Supplemental Security Income
4. Federal Public Housing Assistance (Section 8)
5. Low-Income Home Energy Assistance Program
6. National School Lunch Program's free lunch program
7. Temporary Assistance for Needy Families
8. Minnesota Family Investment Program

4.2.3. Income-based eligibility: An individual qualifies for Lifeline service if the individual has total household income at or below 135% of the Federal Poverty Guidelines.

#### 4.3. Application

4.3.1. Any individual applying for Lifeline service must complete an application form. Application forms are available online at [www.safelink.com](http://www.safelink.com) or can be requested by calling 1-800-SAFELINK.

4.3.2. An individual that applies for Lifeline service based on participation in a qualified program may be asked to provide documentation of program-based eligibility. Acceptable documentation of program eligibility includes the current or prior year's statement of benefits from a qualifying assistance program, a notice or letter of participation in a qualifying assistance program, program participation

documents, or another official document demonstrating that the prospective subscriber, one or more of the prospective subscriber's dependents or the prospective subscriber's household receives benefits from a qualifying assistance program.

4.3.3. An individual that applies for Lifeline service based on having a total household income at or below 135% the Federal Poverty Guidelines may be asked to provide documentation of income-based eligibility. Acceptable documentation of income eligibility includes the prior year's state or federal tax return, current income statement from an employer or paycheck stub, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits, divorce decree, child support award, or other official document containing income information.

4.3.4. TracFone will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in Lifeline service. Persons who do not meet the eligibility requirements will receive written notification, via U.S. Mail, of the reason for their non-eligibility.

4.4. Unauthorized Usage: Tampering

4.4.1. The SafeLink handset is provided exclusively for use by the end consumer with the SafeLink Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of the SafeLink handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of the customer's agreement with TracFone. Customers agree not to unlock, re-flash, tamper with or alter the SafeLink phone or its software, enter unauthorized PINs, engage in any other unauthorized or illegal use of the SafeLink phone or the Service, or assist others in such acts, or to sell and/or export SafeLink handsets outside of the United States. These acts violate TracFone's rights and state and federal laws. Improper, illegal or unauthorized use of the SafeLink phone is a violation of the customer's agreement and may result in immediate discontinuance of Services and legal action against the customer. TracFone will prosecute violators to the full extent of the law. Customers must agree that any violation of their agreement through their improper, illegal or unauthorized use or sale of their SafeLink phone shall entitle TracFone to recover liquidated damages from customer in an amount of not less than \$5,000 per SafeLink handset purchased, sold, acquired or used in violation of the customer's agreement.

4.4.2. Some SafeLink handsets have SIM cards. If a SafeLink phone has a SIM card, then the customer must agree to safeguard the SIM card and not to allow any unauthorized person to use the SIM card. Customer must agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, the SIM card. Customer may not



remove the SIM Card from the phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of the customer's Service and de-enrollment from the SafeLink Lifeline program. The Underlying Carriers, TracFone, or its service providers, may, from time to time, remotely update or change the encoded information on the SIM card. The SafeLink phone is restricted from operating when customers are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by TracFone for which Service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, customers will not be entitled to receive any refunds for the handset or unused airtime.

4.5. Coverage Maps

Coverage maps may be found on the Company's website, [www.tracfone.com](http://www.tracfone.com). These maps are for general informational purposes only. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and equipment may interfere with actual service, quality and availability. Thus, it is possible a phone will roam even in the area depicted as the customer's home calling area. Actual coverage and service areas may vary from the maps and may change without notice. A list of zip codes in which TracFone's SafeLink Lifeline service is available and a coverage map are attached as Exhibit 1.

4.6. Roaming

"Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when a customer makes and receives calls outside the home calling area. When a SafeLink phone is roaming, an indicator light on the handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for roaming calls for the SafeLink phone provided. Availability, quality of coverage and Services while roaming are not guaranteed.

4.7. Limitations of Service and Use of Equipment

4.7.1. 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 Underlying Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Underlying Carrier's radio telephone system. At anytime, TracFone reserves the right to substitute and/or replace any SafeLink equipment (including handsets) with other SafeLink equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular SafeLink handset may not be available on

all phones. TracFone 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 nor any Underlying Carrier, shall have any liability for Service failures, outages or limitations of Service. Because of the risk of being struck by lightning, customers should not use SafeLink phones outside during a lightning storm. Customers should also unplug the SafeLink phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

4.8. Warranty Exchange and Lost or Stolen Phone Policy

4.8.1. Limited Warranty Exchange Policy: SafeLink customers shall have up to one year from the activation date of their phone to return any defective phone to TracFone. TracFone will exchange a defective phone for a new or refurbished phone, at TracFone's discretion during this period of time only. For a defective phone replacement, customers may call SafeLink Customer Care at 1-800-378-1684.

4.8.2. Lost or Stolen Phone Policy: For any lost or stolen SafeLink phone, customers may request and receive only one replacement phone per customer. The replacement phone will be a refurbished phone. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include only 10 minutes of lost airtime. Any additional time that the customer may have had on the lost phone will not be replaced. In the event customers lose replacement phones or they are stolen, customers will need to purchase an additional phone. If a phone is lost or stolen in transit to the customer, before the customer receives the phone, then the lost phone and airtime may be replaced as a onetime courtesy in TracFone's sole discretion.

4.9. Limited Warranty and Disclaimer of Warranties

A SafeLink phone is covered by a one year limited warranty. The terms of this limited warranty and TracFone's disclaimer of warranties are stated in SafeLink's Terms and Conditions of Service set forth at [www.safelink.com](http://www.safelink.com).

4.10. Hearing, Visual, or Speech Impaired Accommodations

Any hearing, visual or speech impaired persons interested in applying for a specially equipped SafeLink must specify the need(s) in the application and TracFone will make every effort to assist such customer in obtaining a handset and at the same time be in compliance with all applicable laws, rules, and regulations.

4.11. Emergency Calls

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

4.12. Limitation of Liability

TracFone will not be liable to customers 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 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 a SafeLink phone is returned to SafeLink for any reason, TracFone is not responsible and shall not be liable to customers or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads customers may have stored on the phone or which may remain on the phone.

4.13. Customer Complaints

4.13.1. Customers may contact SafeLink Customer Care to resolve customer inquiries and complaints. If a complaint cannot be immediately resolved, TracFone will contact the customer within five business days and at least once every 14 calendar days thereafter, and advise the customer regarding the status of its investigation until: the complaint is mutually resolved; or TracFone advises the customer of the results of its investigation and final disposition of the matter; or the customer files a written complaint with the Public Utilities Commission or the courts.

4.13.2. When the Public Utilities Commission forwards a customer complaint to TracFone, TracFone will notify the Commission within five business days regarding the status or disposition of the complaint.

4.13.3. TracFone will keep a record of all complaints received by it from its customers which shall show the name and address of the customer, the date and nature of the complaint, and its disposition and date thereof. TracFone will provide records related to complaints from Minnesota customers to the Public Utilities Commission or the Department of Commerce upon request.

4.13.4. The Public Utilities Commission is available for assistance in resolving customer questions, concerns comments, and complaints related to TracFone's SafeLink service. The Public Utilities Commission can be contacted by mail at 121 Seventh Place East, Suite 350, St. Paul, Minnesota 55101-2147, by phone at 651-296-0406 or 1-800-657-3782, by fax at 651-297-7073, or by electronic mail at [consumer.puc@state.mn.us](mailto:consumer.puc@state.mn.us).

4.14. Indemnification

Customers must agree to indemnify and hold harmless TracFone 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 customers' use of a SafeLink phone and/or use of the SafeLink Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

4.15. Privacy Policy

The Privacy Policy governing the Service is available at the SafeLink website found at [www.safelink.com](http://www.safelink.com).

## SECTION 5. DESCRIPTION OF SERVICES OFFERED

### 5.1. Service Description

5.1.1. A person who submits a Lifeline application, together with supporting documentation (when required), and who meets the eligibility requirements, will receive a free cellular phone provided by TracFone together with a free allotment of airtime minutes each month for one year.

5.1.2. To continue your enrollment in the SafeLink Lifeline program after the initial year, each customer must re-certify annually that he/she is qualified for continued enrollment in Lifeline.

TracFone will conduct re-certification drives each year. If TracFone determines during its re-certification drive, or at any other time, that a customer fails to continue to qualify for the SafeLink Lifeline program, such customer will immediately be deemed ineligible to participate in the program, will be de-enrolled from the SafeLink Lifeline program and will no longer receive the free monthly minutes. Upon the request of a state and/or federal authority, a Lifeline customer's enrollment may be cancelled.

5.1.3. TracFone reserves the right to cancel the enrollment of any customer and/or ban the customer's phone from being reactivated for fraud, misrepresentation or other misconduct as determined solely by TracFone. Customers agree not to give away, resell or offer to resell the SafeLink phone or Service provided by the SafeLink Lifeline program. Customers also agree that their SafeLink phone will not be used for any other purpose that is not allowed by the customer's agreement or that is illegal. TracFone can, without notice, limit, suspend, or end a customer's service and de-enroll a customer from the SafeLink Lifeline program for violating this provision or for any other good cause.

5.1.4. While participating in Lifeline service, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Service provided to him/her by TracFone. If it is determined that a Lifeline participant violates these requirements, then such person will be de-enrolled from Lifeline service, the person's handset will be permanently deactivated and the person's personal information will be permanently flagged so that such person may not qualify in the future for SafeLink Lifeline service.

### 5.2. Activation and Use of Handset

5.2.1. If a customer's Lifeline application is accepted, the customer will receive a pre-activated handset delivered to customer's home address noted in the application.

5.2.2. The customer must accept the telephone number assigned to the handset at the time of activation and the customer will acquire no proprietary interest in any number assigned to customer.

- 5.2.3. The wireless telecommunications networks used to transmit calls for the Lifeline service are owned and operated by various licensed commercial mobile radio service providers (Underlying Carriers), not SafeLink or TracFone.
  - 5.2.4. The telephone number assigned to the customer's handset at the time of activation will not be changed for any reason, unless required by an Underlying Carrier, nor may a customer select a number to be assigned to his/her handset.
  - 5.2.5. SafeLink handsets can only be used through TracFone, and cannot be activated with any other wireless or cellular service.
  - 5.2.6. Services are provided at TracFone's discretion. Some functions and features referenced in the Manufacturer's manual provided with the SafeLink handset may not be available on all SafeLink handsets.
  - 5.2.7. Customers agree not to give away, resell or offer to resell the SafeLink handset or Service provided by TracFone. Customers also agree not to use the SafeLink handset for any other purpose that is not allowed by the terms and conditions of Service or that is illegal. TracFone can, without notice, limit, suspend, or end a customer's Service and de-enroll a customer from the SafeLink Lifeline program for violating this provision or for any other good cause.
  - 5.2.8. Once a customer no longer participates in Lifeline Service (either by choice, disqualification, cancellation or termination), such customer may retain the handset provided by TracFone, as well as any remaining service days and minutes for their use. Such person may remain as a TracFone customer as long as he/she complies with the TracFone Terms and Conditions of Service set forth at [www.tracfone.com](http://www.tracfone.com).
- 5.3. Retrieval of Airtime Minutes
- 5.3.1. While eligible and participating in Lifeline service, each customer will receive a free monthly allotment of airtime minutes. However, in order to receive the monthly allotment customers will need to turn on and leave on their handset the first few days of each month.
  - 5.3.2. If a customer does not receive the monthly allotment of minutes because the phone was not on at the beginning of the month or does not automatically retrieve minutes when turned on, the allotted minutes may be self-retrieved by following the instructions below. If for any reason these instructions do not work on the handset, assistance is available at 1-800-SAFELINK.
    - 5.3.2.A. Turn SafeLink phone ON.
    - 5.3.2.B. From the Main screen, press the MENU key. Select "Prepaid."
    - 5.3.2.C. From the menu select, "Add Airtime" or "Redeem Airtime."

5.3.2.D. Dial 5 5 5 and press OK.

5.4. Service End Date, Deactivation and Reactivation

- 5.4.1. A SafeLink customer receives a minimum of 365 service days upon enrollment and activation in the SafeLink Lifeline program. A SafeLink customer must re-certify Lifeline eligibility once each calendar year, starting with the calendar year after the customer initially enrolls in the SafeLink Lifeline program. If a customer fails to respond to TracFone's request for re-certification by December 31, the customer will be de-enrolled from the SafeLink Lifeline program. Upon de-enrollment from the SafeLink Lifeline program, you will cease receiving the free monthly allotment of airtime. 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. If you are de-enrolled from the SafeLink Lifeline program and you allow your remaining service days to expire or go "past due," your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.
- 5.4.2. If your service is deactivated, you may reactivate your service by re-enrolling in the SafeLink Lifeline program (if eligible) or purchasing and redeeming a TracFone Wireless airtime card with service days. Upon reactivation of your phone, you may be assigned a new telephone number. Any airtime remaining on your handset at the time of deactivation will be reinstated if your phone is reactivated within 60 days from the deactivation date. If your phone remains inactive for more than 60 days, you will lose any remaining airtime.
- 5.4.3. If you have been de-enrolled from the SafeLink Lifeline program but you wish to keep your service active, you must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the SafeLink Lifeline program or by purchasing and adding TracFone airtime cards before your Service End Date.
- 5.4.4. "Non Usage" De-Enrollment and Deactivation: Only subscribers who actively use their Lifeline service are eligible to continue receiving benefits. If you exceed 2 months without any Usage (as defined in this section), you will be notified that failure to use your handset within 30 days will result in service termination. "Usage" includes any of the following: making a call, answering a call from someone other than SafeLink, retrieving your pending minutes by pressing 555, completing the Annual Recertification process, purchasing airtime or informing TracFone that you wish to continue your participation in the SafeLink program. In order to reactivate your SafeLink phone and re-enroll in the SafeLink Lifeline Program, you will need to call SafeLink Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive

any airtime for the period of time you were not enrolled in the SafeLink Lifeline program.

- 5.4.5. TracFone will deactivate a customer's service with prior written notice for the following reasons enumerated in Minn. R. 7810.1800: (1) for failure of the customer to make a proper application for service; (2) for the customer's breach of the terms of service; or (3) when necessary for TracFone to comply with any order or request of any governmental authority having jurisdiction.

5.4.5.A. A customer's decision to allow the service end date to expire without purchasing additional minutes, is not a breach of the terms of service. TracFone's decision to de-enroll a customer from Lifeline service is not a deactivation of service.

5.4.5.B. In accordance with Minn. R. 7810.2300, all notices required by paragraph 5.4.5. will precede deactivation of service by at least five days, excluding Sundays and legal holidays. No notice required by paragraph 5.4.5. will be given until the conditions requiring such notice are present.

- 5.4.6. TracFone will deactivate a customer's service without notice for the following reasons, in accordance with Minn. R. 7810.1900: (1) in the event of a customer's tampering or unauthorized usage of the SafeLink handset as set forth in paragraph 4.4; (2) in the event of a condition determined to be hazardous to the customer, to other customers, the public, or employees of TracFone; or (3) in the event of a customer's use of the SafeLink handset in such a manner as to adversely affect TracFone's service to others.

5.5. Airtime Usage

- 5.5.1. Airtime minutes will be deducted for all time during which a SafeLink phone is connected to, or using, the wireless system of any Underlying Carrier.
- 5.5.2. Use of a wireless system typically begins when the user presses the "send", "call" or other key to initiate or answer a call and does not end until the user presses the "end" key or the call is otherwise terminated.
- 5.5.3. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, Customer Care (when not accessing Customer Care by dialing 611), and to access voice mail. Airtime minutes are not deducted for calls to Customer Care when a customer dials 611 directly from his or her handset.
- 5.5.4. Airtime minutes are deducted for all text messages sent and all incoming text messages which are opened (for all text messages that exceed the 1,000 free text messages per month included with SafeLink Lifeline service).



- 5.5.5. Airtime minutes are not deducted for calls to 911.
- 5.5.6. For outbound calls, customers may be charged airtime for incomplete and/or busy-no answer calls.
- 5.5.7. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute.
- 5.5.8. Airtime minutes will also be deducted for use of other services such as text messaging (for all text messages that exceed the 1,000 free text messages per month included with SafeLink Lifeline service) and accessing the TracFone Mobile Web ("WAP").
- 5.5.9. No credit is given for dropped calls.

## SECTION 6. RATES

### 6.1. Airtime Rates

Airtime is issued in minute/unit increments. ("Units" are the same as minutes.) Minutes/units are deducted from the handset in the following manner: all calls are charged at a rate of one (1) unit per minute. There is no additional charge for nationwide long distance. There is no additional charge to customers on the monthly plan described in 4.1.3.3 for international long distance.

### 6.2. Text Messaging

6.2.1. SafeLink Lifeline service includes a free monthly allotment of SMS usage to send and/or open up to 1,000 text messages per month. Text messages sent to you by TracFone are free of charge. SMS usage in excess of this 1,000 text messages allotment may result in minute deductions. When a customer has exhausted his or her free monthly allotment of SMS messaging and minutes, the customer will need to purchase and redeem additional airtime minutes in order to continue to send text messages and open incoming text messages and to place and receive voice calls. If a customer does not want minutes deducted from the SafeLink phone for text messaging in excess of 1000 minutes, then the customer must not send text messages or open incoming text messages.

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

6.2.3. Please note that TracFone 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. Premium SMS campaigns include activities such as casting a vote, expressing opinions, playing a game, subscribing to a service, or interactive television programs. Customers should not attempt to participate in Premium SMS campaigns, unless it is a TracFone authorized campaign. Any text message sent to a "short code" will in all likelihood not go through. Any charges incurred as a result of any attempts to participate in Premium SMS services or campaigns (not authorized by TracFone) whether incurred as deductions from the SafeLink phone or from credit card, are not refundable.

### 6.3. International Calling

6.3.1. Customers who select the monthly plan specified in 4.1.3.3 above may use their SafeLink phones to make international calls to landlines (and to some cellular phones in some countries) at no additional charge (see [www.tracfone.com](http://www.tracfone.com) for available countries). The available countries are subject to change without prior notice.

- 6.3.2. In order to place an international call, customers 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 customers will need to dial 305-938-5673 as the international long distance access number.
- 6.3.3. Airtime deductions for international calls begin the moment the International Long Distance access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers.
- 6.3.4. When making international calls, customers may experience connection failures more frequently than calls made within the United States. The Company will not credit airtime minutes deducted for unsuccessful calls.
- 6.3.5. Customers will not be able to make or receive calls on SafeLink phones when located outside of the United States, Puerto Rico or the U.S. Virgin Islands.
- 6.4. Adding Airtime
  - 6.4.1. SafeLink phones will only operate when customers have airtime minutes/units available on the SafeLink handset.
  - 6.4.2. If customers run out of the free monthly allotment of airtime, additional minutes may be purchased to add airtime to the phone by entering the PIN (obtained from the TracFone airtime card). Airtime must be added to the SafeLink phone within one year from the date of purchase; otherwise the card/PIN expires and minutes cannot be added to the SafeLink phone; nor can a refund be received for any unused minutes.
- 6.5. Airtime Cards
  - 6.5.1. Customers may purchase and use for their SafeLink handset any TracFone airtime cards, including Double Minute Airtime cards. Each TracFone airtime card comes with a number of minutes and a service period that begins to run from the day customers add airtime to their SafeLink phones.
  - 6.5.2. The free monthly allotment of minutes received by the customer while enrolled in the Double Minutes for Life program will not double with the purchase and addition of any airtime cards.
  - 6.5.3. For each additional TracFone airtime card added, the Service End Date will be extended by the number of days specified on the card or cash register receipt, without limitation. "Service End Date" is the last day of the service period. Airtime minutes added to the SafeLink handset do not expire with active service and at least one Transaction during a consecutive sixty day period. A "Transaction" shall be defined as any one of the following (i) the phone's receipt of the monthly allotment of airtime or the purchase; (ii) addition of a TracFone airtime card or (ii) usage of the phone (making a call, text or data usage). Airtime minutes do not

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

**TRACFONE WIRELESS, INC.**  
**D/B/A SAFELINK WIRELESS®**

Issued Date: June 19, 2014

**Minnesota Lifeline Service Tariff**

Exhibit 1

Effective Date: June 20, 2014

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## **Service Area Zip Codes and Coverage Map**

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55619	BELTRAMI	No
56670	BELTRAMI	Yes
56671	BELTRAMI	Yes
56666	BELTRAMI	Yes
56650	BELTRAMI	Yes
56652	CLEARWATER	Yes
55605	COOK	Yes
55606	COOK	Yes
55613	COOK	Yes
55962	FILLMORE	Yes
55949	FILLMORE	Yes
55954	FILLMORE	Yes
55922	FILLMORE	Yes
55939	FILLMORE	Yes
55919	HOUSTON	Yes
55974	HOUSTON	Yes
55943	HOUSTON	Yes
55941	HOUSTON	Yes
55921	HOUSTON	Yes
55931	HOUSTON	Yes
56688	ITASCA	Yes
56660	KOOCHICHING	Yes
56629	KOOCHICHING	Yes
56658	KOOCHICHING	Yes
56654	KOOCHICHING	Yes
55607	LAKE	Yes
56711	LAKE OF THE WOODS	Yes
56741	LAKE OF THE WOODS	Yes
55951	MOWER	Yes
55977	MOWER	Yes
56478	WADENA	Yes
55925	WINONA	Yes
56733	KITTSO	Yes
56720	KITTSO	Yes
56750	RED LAKE	Yes
55725	SAINT LOUIS	Yes
55760	AITKIN	Yes
56469	AITKIN	Yes
56350	AITKIN	Yes
56431	AITKIN	Yes
55787	AITKIN	Yes
55748	AITKIN	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55303	ANOKA	Yes
55011	ANOKA	Yes
55014	ANOKA	Yes
55448	ANOKA	Yes
55434	ANOKA	Yes
55432	ANOKA	Yes
55070	ANOKA	Yes
55449	ANOKA	Yes
55433	ANOKA	Yes
55005	ANOKA	Yes
55421	ANOKA	Yes
55304	ANOKA	Yes
56593	BECKER	Yes
56570	BECKER	Yes
56591	BECKER	Yes
56521	BECKER	Yes
56569	BECKER	Yes
56578	BECKER	Yes
56554	BECKER	Yes
56589	BECKER	Yes
56501	BECKER	Yes
56577	BECKER	Yes
56544	BECKER	Yes
56502	BECKER	Yes
56511	BECKER	Yes
56575	BECKER	Yes
56683	BELTRAMI	Yes
56663	BELTRAMI	Yes
56687	BELTRAMI	Yes
56667	BELTRAMI	Yes
56647	BELTRAMI	Yes
56678	BELTRAMI	Yes
56619	BELTRAMI	Yes
56685	BELTRAMI	Yes
56601	BELTRAMI	Yes
56630	BELTRAMI	Yes
56329	BENTON	Yes
56304	BENTON	Yes
56379	BENTON	Yes
56367	BENTON	Yes
56333	BENTON	Yes
56357	BENTON	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56276	BIG STONE	Yes
56240	BIG STONE	Yes
56227	BIG STONE	Yes
56210	BIG STONE	Yes
56211	BIG STONE	Yes
56225	BIG STONE	Yes
56278	BIG STONE	Yes
56065	BLUE EARTH	Yes
56002	BLUE EARTH	Yes
56034	BLUE EARTH	Yes
56078	BLUE EARTH	Yes
56055	BLUE EARTH	Yes
56063	BLUE EARTH	Yes
56024	BLUE EARTH	Yes
56006	BLUE EARTH	Yes
56080	BLUE EARTH	Yes
56010	BLUE EARTH	Yes
56037	BLUE EARTH	Yes
56001	BLUE EARTH	Yes
56090	BLUE EARTH	Yes
56073	BROWN	Yes
56084	BROWN	Yes
56019	BROWN	Yes
56087	BROWN	Yes
56030	BROWN	Yes
56041	BROWN	Yes
56085	BROWN	Yes
55707	CARLTON	Yes
55767	CARLTON	Yes
55798	CARLTON	Yes
55733	CARLTON	Yes
55757	CARLTON	Yes
55797	CARLTON	Yes
55726	CARLTON	Yes
55780	CARLTON	Yes
55720	CARLTON	Yes
55749	CARLTON	Yes
55718	CARLTON	Yes
55564	CARVER	Yes
55552	CARVER	Yes
55567	CARVER	Yes
55563	CARVER	Yes



# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

<b>Zip Code</b>	<b>County</b>	<b>SafeLink Coverage</b>
55561	CARVER	Yes
55387	CARVER	Yes
55594	CARVER	Yes
55555	CARVER	Yes
55388	CARVER	Yes
55553	CARVER	Yes
55397	CARVER	Yes
55339	CARVER	Yes
55568	CARVER	Yes
55315	CARVER	Yes
55554	CARVER	Yes
55386	CARVER	Yes
55317	CARVER	Yes
55551	CARVER	Yes
55559	CARVER	Yes
55322	CARVER	Yes
55360	CARVER	Yes
55318	CARVER	Yes
55399	CARVER	Yes
55558	CARVER	Yes
55394	CARVER	Yes
55560	CARVER	Yes
55562	CARVER	Yes
55557	CARVER	Yes
55566	CARVER	Yes
55367	CARVER	Yes
55368	CARVER	Yes
55383	CARVER	Yes
55556	CARVER	Yes
55583	CARVER	Yes
55550	CARVER	Yes
56474	CASS	Yes
55785	CASS	Yes
56452	CASS	Yes
56435	CASS	Yes
56641	CASS	Yes
56662	CASS	Yes
56655	CASS	Yes
56626	CASS	Yes
56633	CASS	Yes
56484	CASS	Yes
56473	CASS	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56672	CASS	Yes
56430	CASS	Yes
56260	CHIPPEWA	Yes
56222	CHIPPEWA	Yes
56295	CHIPPEWA	Yes
56265	CHIPPEWA	Yes
56262	CHIPPEWA	Yes
55084	CHISAGO	Yes
55092	CHISAGO	Yes
55013	CHISAGO	Yes
55069	CHISAGO	Yes
55074	CHISAGO	Yes
55079	CHISAGO	Yes
55078	CHISAGO	Yes
55032	CHISAGO	Yes
55012	CHISAGO	Yes
55045	CHISAGO	Yes
55002	CHISAGO	Yes
55056	CHISAGO	Yes
56529	CLAY	Yes
56560	CLAY	Yes
56549	CLAY	Yes
56562	CLAY	Yes
56536	CLAY	Yes
56552	CLAY	Yes
56547	CLAY	Yes
56546	CLAY	Yes
56561	CLAY	Yes
56563	CLAY	Yes
56585	CLAY	Yes
56514	CLAY	Yes
56525	CLAY	Yes
56580	CLAY	Yes
56644	CLEARWATER	Yes
56634	CLEARWATER	Yes
56621	CLEARWATER	Yes
56676	CLEARWATER	Yes
55604	COOK	Yes
55615	COOK	Yes
55612	COOK	Yes
56183	COTTONWOOD	Yes
56118	COTTONWOOD	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56159	COTTONWOOD	Yes
56174	COTTONWOOD	Yes
56101	COTTONWOOD	Yes
56145	COTTONWOOD	Yes
56455	CROW WING	Yes
56465	CROW WING	Yes
56447	CROW WING	Yes
56468	CROW WING	Yes
56442	CROW WING	Yes
56456	CROW WING	Yes
56444	CROW WING	Yes
56449	CROW WING	Yes
56472	CROW WING	Yes
56450	CROW WING	Yes
56401	CROW WING	Yes
56425	CROW WING	Yes
56459	CROW WING	Yes
56441	CROW WING	Yes
56448	CROW WING	Yes
55075	DAKOTA	Yes
55085	DAKOTA	Yes
55068	DAKOTA	Yes
55010	DAKOTA	Yes
55124	DAKOTA	Yes
55337	DAKOTA	Yes
55150	DAKOTA	Yes
55077	DAKOTA	Yes
55306	DAKOTA	Yes
55033	DAKOTA	Yes
55123	DAKOTA	Yes
55076	DAKOTA	Yes
55065	DAKOTA	Yes
55024	DAKOTA	Yes
55122	DAKOTA	Yes
55120	DAKOTA	Yes
55121	DAKOTA	Yes
55118	DAKOTA	Yes
55031	DAKOTA	Yes
55044	DAKOTA	Yes
55985	DODGE	Yes
55927	DODGE	Yes
55944	DODGE	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55955	DODGE	Yes
55924	DODGE	Yes
55940	DODGE	Yes
56341	DOUGLAS	Yes
56355	DOUGLAS	Yes
56326	DOUGLAS	Yes
56343	DOUGLAS	Yes
56327	DOUGLAS	Yes
56319	DOUGLAS	Yes
56354	DOUGLAS	Yes
56315	DOUGLAS	Yes
56308	DOUGLAS	Yes
56332	DOUGLAS	Yes
56360	DOUGLAS	Yes
56013	FARIBAULT	Yes
56068	FARIBAULT	Yes
56051	FARIBAULT	Yes
56023	FARIBAULT	Yes
56033	FARIBAULT	Yes
56047	FARIBAULT	Yes
56014	FARIBAULT	Yes
56025	FARIBAULT	Yes
56098	FARIBAULT	Yes
56027	FARIBAULT	Yes
56097	FARIBAULT	Yes
55923	FILLMORE	Yes
55961	FILLMORE	Yes
55971	FILLMORE	Yes
55990	FILLMORE	Yes
55965	FILLMORE	Yes
55975	FILLMORE	Yes
55935	FILLMORE	Yes
56036	FREEBORN	Yes
56020	FREEBORN	Yes
56042	FREEBORN	Yes
56009	FREEBORN	Yes
56007	FREEBORN	Yes
56089	FREEBORN	Yes
56016	FREEBORN	Yes
56035	FREEBORN	Yes
56043	FREEBORN	Yes
56032	FREEBORN	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56029	FREEBORN	Yes
56045	FREEBORN	Yes
55963	GOODHUE	Yes
55027	GOODHUE	Yes
55009	GOODHUE	Yes
55089	GOODHUE	Yes
55066	GOODHUE	Yes
55983	GOODHUE	Yes
55026	GOODHUE	Yes
55946	GOODHUE	Yes
55018	GOODHUE	Yes
55992	GOODHUE	Yes
56311	GRANT	Yes
56309	GRANT	Yes
56590	GRANT	Yes
56339	GRANT	Yes
56531	GRANT	Yes
56274	GRANT	Yes
56248	GRANT	Yes
55412	HENNEPIN	Yes
55416	HENNEPIN	Yes
55375	HENNEPIN	Yes
55369	HENNEPIN	Yes
55487	HENNEPIN	Yes
55569	HENNEPIN	Yes
55447	HENNEPIN	Yes
55419	HENNEPIN	Yes
55467	HENNEPIN	Yes
55599	HENNEPIN	Yes
55485	HENNEPIN	Yes
55111	HENNEPIN	Yes
55468	HENNEPIN	Yes
55473	HENNEPIN	Yes
55401	HENNEPIN	Yes
55327	HENNEPIN	Yes
55344	HENNEPIN	Yes
55442	HENNEPIN	Yes
55427	HENNEPIN	Yes
55346	HENNEPIN	Yes
55578	HENNEPIN	Yes
55472	HENNEPIN	Yes
55403	HENNEPIN	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55345	HENNEPIN	Yes
55446	HENNEPIN	Yes
55426	HENNEPIN	Yes
55413	HENNEPIN	Yes
55391	HENNEPIN	Yes
55579	HENNEPIN	Yes
55474	HENNEPIN	Yes
55455	HENNEPIN	Yes
55418	HENNEPIN	Yes
55340	HENNEPIN	Yes
55573	HENNEPIN	Yes
55577	HENNEPIN	Yes
55441	HENNEPIN	Yes
55435	HENNEPIN	Yes
55595	HENNEPIN	Yes
55486	HENNEPIN	Yes
55488	HENNEPIN	Yes
55470	HENNEPIN	Yes
55479	HENNEPIN	Yes
55444	HENNEPIN	Yes
55571	HENNEPIN	Yes
55454	HENNEPIN	Yes
55443	HENNEPIN	Yes
55364	HENNEPIN	Yes
55348	HENNEPIN	Yes
55439	HENNEPIN	Yes
55411	HENNEPIN	Yes
55408	HENNEPIN	Yes
55361	HENNEPIN	Yes
55331	HENNEPIN	Yes
55316	HENNEPIN	Yes
55305	HENNEPIN	Yes
55424	HENNEPIN	Yes
55405	HENNEPIN	Yes
55357	HENNEPIN	Yes
55323	HENNEPIN	Yes
55311	HENNEPIN	Yes
55597	HENNEPIN	Yes
55570	HENNEPIN	Yes
55575	HENNEPIN	Yes
55576	HENNEPIN	Yes
55438	HENNEPIN	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55428	HENNEPIN	Yes
55430	HENNEPIN	Yes
55402	HENNEPIN	Yes
55404	HENNEPIN	Yes
55384	HENNEPIN	Yes
55347	HENNEPIN	Yes
55480	HENNEPIN	Yes
55460	HENNEPIN	Yes
55437	HENNEPIN	Yes
55440	HENNEPIN	Yes
55420	HENNEPIN	Yes
55410	HENNEPIN	Yes
55414	HENNEPIN	Yes
55406	HENNEPIN	Yes
55392	HENNEPIN	Yes
55359	HENNEPIN	Yes
55593	HENNEPIN	Yes
55484	HENNEPIN	Yes
55450	HENNEPIN	Yes
55445	HENNEPIN	Yes
55422	HENNEPIN	Yes
55415	HENNEPIN	Yes
55572	HENNEPIN	Yes
55429	HENNEPIN	Yes
55374	HENNEPIN	Yes
55343	HENNEPIN	Yes
55417	HENNEPIN	Yes
55596	HENNEPIN	Yes
55483	HENNEPIN	Yes
55458	HENNEPIN	Yes
55425	HENNEPIN	Yes
55431	HENNEPIN	Yes
55423	HENNEPIN	Yes
55409	HENNEPIN	Yes
55436	HENNEPIN	Yes
55459	HENNEPIN	Yes
55598	HENNEPIN	Yes
55478	HENNEPIN	Yes
55356	HENNEPIN	Yes
55407	HENNEPIN	Yes
55574	HENNEPIN	Yes
55947	HOUSTON	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56458	HUBBARD	Yes
56436	HUBBARD	Yes
56467	HUBBARD	Yes
56461	HUBBARD	Yes
56470	HUBBARD	Yes
56433	HUBBARD	Yes
55006	ISANTI	Yes
55008	ISANTI	Yes
55029	ISANTI	Yes
55017	ISANTI	Yes
55080	ISANTI	Yes
55040	ISANTI	Yes
55752	ITASCA	Yes
55742	ITASCA	Yes
55745	ITASCA	Yes
56657	ITASCA	Yes
56637	ITASCA	Yes
55793	ITASCA	Yes
55722	ITASCA	Yes
55744	ITASCA	Yes
55716	ITASCA	Yes
55769	ITASCA	Yes
55753	ITASCA	Yes
55721	ITASCA	Yes
55764	ITASCA	Yes
56680	ITASCA	Yes
55784	ITASCA	Yes
56639	ITASCA	Yes
56681	ITASCA	Yes
55730	ITASCA	Yes
55775	ITASCA	Yes
55709	ITASCA	Yes
56631	ITASCA	Yes
56659	ITASCA	Yes
56636	ITASCA	Yes
56628	ITASCA	Yes
55786	ITASCA	Yes
56150	JACKSON	Yes
56137	JACKSON	Yes
56111	JACKSON	Yes
56161	JACKSON	Yes
56143	JACKSON	Yes



# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55051	KANABEC	Yes
56358	KANABEC	Yes
56282	KANDIYOHI	Yes
56209	KANDIYOHI	Yes
56288	KANDIYOHI	Yes
56281	KANDIYOHI	Yes
56253	KANDIYOHI	Yes
56251	KANDIYOHI	Yes
56279	KANDIYOHI	Yes
56201	KANDIYOHI	Yes
56289	KANDIYOHI	Yes
56273	KANDIYOHI	Yes
56216	KANDIYOHI	Yes
56735	KITTSO	Yes
56755	KITTSO	Yes
56729	KITTSO	Yes
56728	KITTSO	Yes
56731	KITTSO	Yes
56732	KITTSO	Yes
56734	KITTSO	Yes
56740	KITTSO	Yes
56661	KOOCHICHING	Yes
56679	KOOCHICHING	Yes
56653	KOOCHICHING	Yes
56627	KOOCHICHING	Yes
56649	KOOCHICHING	Yes
56669	KOOCHICHING	Yes
56668	KOOCHICHING	Yes
56257	LAC QUI PARLE	Yes
56218	LAC QUI PARLE	Yes
56212	LAC QUI PARLE	Yes
56232	LAC QUI PARLE	Yes
56256	LAC QUI PARLE	Yes
55609	LAKE	Yes
55614	LAKE	Yes
55616	LAKE	Yes
55603	LAKE	Yes
55601	LAKE	Yes
56623	LAKE OF THE WOODS	Yes
56686	LAKE OF THE WOODS	Yes
56017	LE SUEUR	Yes
56057	LE SUEUR	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56096	LE SUEUR	Yes
56028	LE SUEUR	Yes
56069	LE SUEUR	Yes
56058	LE SUEUR	Yes
56050	LE SUEUR	Yes
56142	LINCOLN	Yes
56113	LINCOLN	Yes
56136	LINCOLN	Yes
56178	LINCOLN	Yes
56149	LINCOLN	Yes
56115	LYON	Yes
56264	LYON	Yes
56169	LYON	Yes
56229	LYON	Yes
56258	LYON	Yes
56175	LYON	Yes
56239	LYON	Yes
56291	LYON	Yes
56132	LYON	Yes
56157	LYON	Yes
56557	MAHNOMEN	Yes
56651	MAHNOMEN	Yes
56566	MAHNOMEN	Yes
56516	MAHNOMEN	Yes
56724	MARSHALL	Yes
56713	MARSHALL	Yes
56738	MARSHALL	Yes
56760	MARSHALL	Yes
56758	MARSHALL	Yes
56727	MARSHALL	Yes
56710	MARSHALL	Yes
56757	MARSHALL	Yes
56744	MARSHALL	Yes
56762	MARSHALL	Yes
56737	MARSHALL	Yes
56075	MARTIN	Yes
56121	MARTIN	Yes
56031	MARTIN	Yes
56127	MARTIN	Yes
56181	MARTIN	Yes
56162	MARTIN	Yes
56039	MARTIN	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56088	MARTIN	Yes
56176	MARTIN	Yes
56171	MARTIN	Yes
55336	MCLEOD	Yes
55312	MCLEOD	Yes
55370	MCLEOD	Yes
55381	MCLEOD	Yes
55354	MCLEOD	Yes
55385	MCLEOD	Yes
55395	MCLEOD	Yes
55350	MCLEOD	Yes
56243	MEEKER	Yes
55389	MEEKER	Yes
55324	MEEKER	Yes
56228	MEEKER	Yes
55325	MEEKER	Yes
55329	MEEKER	Yes
55355	MEEKER	Yes
56353	MILLE LACS	Yes
56386	MILLE LACS	Yes
56359	MILLE LACS	Yes
55371	MILLE LACS	Yes
56330	MILLE LACS	Yes
56313	MILLE LACS	Yes
56342	MILLE LACS	Yes
56363	MILLE LACS	Yes
56373	MORRISON	Yes
56345	MORRISON	Yes
56328	MORRISON	Yes
56443	MORRISON	Yes
56314	MORRISON	Yes
56364	MORRISON	Yes
56382	MORRISON	Yes
56475	MORRISON	Yes
56338	MORRISON	Yes
56344	MORRISON	Yes
56317	MORRISON	Yes
56384	MORRISON	Yes
56466	MORRISON	Yes
55926	MOWER	Yes
55973	MOWER	Yes
55936	MOWER	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55909	MOWER	Yes
55933	MOWER	Yes
55912	MOWER	Yes
55918	MOWER	Yes
55950	MOWER	Yes
55953	MOWER	Yes
55970	MOWER	Yes
55967	MOWER	Yes
55982	MOWER	Yes
56141	MURRAY	Yes
56172	MURRAY	Yes
56114	MURRAY	Yes
56122	MURRAY	Yes
56123	MURRAY	Yes
56125	MURRAY	Yes
56151	MURRAY	Yes
56131	MURRAY	Yes
56054	NICOLLET	Yes
56021	NICOLLET	Yes
56003	NICOLLET	Yes
56074	NICOLLET	Yes
56082	NICOLLET	Yes
56155	NOBLES	Yes
56119	NOBLES	Yes
56146	NOBLES	Yes
56129	NOBLES	Yes
56187	NOBLES	Yes
56117	NOBLES	Yes
56168	NOBLES	Yes
56153	NOBLES	Yes
56110	NOBLES	Yes
56165	NOBLES	Yes
56185	NOBLES	Yes
56167	NOBLES	Yes
56581	NORMAN	Yes
56510	NORMAN	Yes
56584	NORMAN	Yes
56548	NORMAN	Yes
56541	NORMAN	Yes
56545	NORMAN	Yes
56574	NORMAN	Yes
56550	NORMAN	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56519	NORMAN	Yes
55903	OLMSTED	Yes
55929	OLMSTED	Yes
55976	OLMSTED	Yes
55905	OLMSTED	Yes
55902	OLMSTED	Yes
55960	OLMSTED	Yes
55901	OLMSTED	Yes
55920	OLMSTED	Yes
55904	OLMSTED	Yes
55906	OLMSTED	Yes
55934	OLMSTED	Yes
56534	OTTER TAIL	Yes
56361	OTTER TAIL	Yes
56518	OTTER TAIL	Yes
56572	OTTER TAIL	Yes
56324	OTTER TAIL	Yes
56587	OTTER TAIL	Yes
56588	OTTER TAIL	Yes
56576	OTTER TAIL	Yes
56533	OTTER TAIL	Yes
56527	OTTER TAIL	Yes
56515	OTTER TAIL	Yes
56537	OTTER TAIL	Yes
56524	OTTER TAIL	Yes
56571	OTTER TAIL	Yes
56528	OTTER TAIL	Yes
56586	OTTER TAIL	Yes
56573	OTTER TAIL	Yes
56567	OTTER TAIL	Yes
56551	OTTER TAIL	Yes
56538	OTTER TAIL	Yes
56701	PENNINGTON	Yes
56754	PENNINGTON	Yes
56725	PENNINGTON	Yes
55072	PINE	Yes
55063	PINE	Yes
55067	PINE	Yes
55037	PINE	Yes
55007	PINE	Yes
55712	PINE	Yes
55756	PINE	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55795	PINE	Yes
55783	PINE	Yes
55036	PINE	Yes
55704	PINE	Yes
55030	PINE	Yes
55735	PINE	Yes
56128	PIPESTONE	Yes
56140	PIPESTONE	Yes
56139	PIPESTONE	Yes
56170	PIPESTONE	Yes
56177	PIPESTONE	Yes
56164	PIPESTONE	Yes
56186	PIPESTONE	Yes
56716	POLK	Yes
56568	POLK	Yes
56736	POLK	Yes
56722	POLK	Yes
56721	POLK	Yes
56556	POLK	Yes
56535	POLK	Yes
56542	POLK	Yes
56540	POLK	Yes
56523	POLK	Yes
56723	POLK	Yes
56646	POLK	Yes
56517	POLK	Yes
56684	POLK	Yes
56592	POLK	Yes
56385	POPE	Yes
56334	POPE	Yes
56349	POPE	Yes
56323	POPE	Yes
56381	POPE	Yes
55126	RAMSEY	Yes
55108	RAMSEY	Yes
55145	RAMSEY	Yes
55187	RAMSEY	Yes
55109	RAMSEY	Yes
55172	RAMSEY	Yes
55106	RAMSEY	Yes
55191	RAMSEY	Yes
55175	RAMSEY	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55170	RAMSEY	Yes
55117	RAMSEY	Yes
55177	RAMSEY	Yes
55155	RAMSEY	Yes
55103	RAMSEY	Yes
55133	RAMSEY	Yes
55104	RAMSEY	Yes
55113	RAMSEY	Yes
55102	RAMSEY	Yes
55165	RAMSEY	Yes
55166	RAMSEY	Yes
55127	RAMSEY	Yes
55164	RAMSEY	Yes
55161	RAMSEY	Yes
55130	RAMSEY	Yes
55169	RAMSEY	Yes
55116	RAMSEY	Yes
55107	RAMSEY	Yes
55168	RAMSEY	Yes
55171	RAMSEY	Yes
55144	RAMSEY	Yes
55146	RAMSEY	Yes
55114	RAMSEY	Yes
55105	RAMSEY	Yes
55112	RAMSEY	Yes
55188	RAMSEY	Yes
55110	RAMSEY	Yes
55101	RAMSEY	Yes
55119	RAMSEY	Yes
56748	RED LAKE	Yes
56742	RED LAKE	Yes
56715	RED LAKE	Yes
56266	REDWOOD	Yes
56083	REDWOOD	Yes
56224	REDWOOD	Yes
56263	REDWOOD	Yes
56214	REDWOOD	Yes
56287	REDWOOD	Yes
56292	REDWOOD	Yes
56180	REDWOOD	Yes
56294	REDWOOD	Yes
56283	REDWOOD	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56166	REDWOOD	Yes
56293	REDWOOD	Yes
56152	REDWOOD	Yes
56255	REDWOOD	Yes
56230	RENVILLE	Yes
55342	RENVILLE	Yes
55332	RENVILLE	Yes
56284	RENVILLE	Yes
56277	RENVILLE	Yes
55314	RENVILLE	Yes
55310	RENVILLE	Yes
55333	RENVILLE	Yes
56285	RENVILLE	Yes
56270	RENVILLE	Yes
55053	RICE	Yes
55019	RICE	Yes
55087	RICE	Yes
55046	RICE	Yes
55021	RICE	Yes
56052	RICE	Yes
55057	RICE	Yes
55052	RICE	Yes
55088	RICE	Yes
56158	ROCK	Yes
56156	ROCK	Yes
56134	ROCK	Yes
56147	ROCK	Yes
56173	ROCK	Yes
56116	ROCK	Yes
56144	ROCK	Yes
56138	ROCK	Yes
56763	ROSEAU	Yes
56682	ROSEAU	Yes
56759	ROSEAU	Yes
56761	ROSEAU	Yes
56726	ROSEAU	Yes
56673	ROSEAU	Yes
56756	ROSEAU	Yes
56714	ROSEAU	Yes
56751	ROSEAU	Yes
55777	SAINT LOUIS	Yes
55702	SAINT LOUIS	Yes



# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55719	SAINT LOUIS	Yes
55791	SAINT LOUIS	Yes
55747	SAINT LOUIS	Yes
55750	SAINT LOUIS	Yes
55804	SAINT LOUIS	Yes
55736	SAINT LOUIS	Yes
55731	SAINT LOUIS	Yes
55801	SAINT LOUIS	Yes
55766	SAINT LOUIS	Yes
55710	SAINT LOUIS	Yes
55803	SAINT LOUIS	Yes
55708	SAINT LOUIS	Yes
55781	SAINT LOUIS	Yes
55816	SAINT LOUIS	Yes
55810	SAINT LOUIS	Yes
55602	SAINT LOUIS	Yes
55792	SAINT LOUIS	Yes
55765	SAINT LOUIS	Yes
55706	SAINT LOUIS	Yes
55738	SAINT LOUIS	Yes
55746	SAINT LOUIS	Yes
55703	SAINT LOUIS	Yes
55768	SAINT LOUIS	Yes
55724	SAINT LOUIS	Yes
55812	SAINT LOUIS	Yes
55814	SAINT LOUIS	Yes
55763	SAINT LOUIS	Yes
55805	SAINT LOUIS	Yes
55796	SAINT LOUIS	Yes
55806	SAINT LOUIS	Yes
55717	SAINT LOUIS	Yes
55711	SAINT LOUIS	Yes
55701	SAINT LOUIS	Yes
55779	SAINT LOUIS	Yes
55732	SAINT LOUIS	Yes
55771	SAINT LOUIS	Yes
55802	SAINT LOUIS	Yes
55808	SAINT LOUIS	Yes
55782	SAINT LOUIS	Yes
55751	SAINT LOUIS	Yes
55723	SAINT LOUIS	Yes
55811	SAINT LOUIS	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55772	SAINT LOUIS	Yes
55734	SAINT LOUIS	Yes
55705	SAINT LOUIS	Yes
55790	SAINT LOUIS	Yes
55758	SAINT LOUIS	Yes
55741	SAINT LOUIS	Yes
55713	SAINT LOUIS	Yes
55807	SAINT LOUIS	Yes
55815	SAINT LOUIS	Yes
55379	SCOTT	Yes
55372	SCOTT	Yes
55020	SCOTT	Yes
56071	SCOTT	Yes
55378	SCOTT	Yes
55352	SCOTT	Yes
55054	SCOTT	Yes
56011	SCOTT	Yes
55308	SHERBURNE	Yes
55398	SHERBURNE	Yes
55319	SHERBURNE	Yes
55377	SHERBURNE	Yes
55330	SHERBURNE	Yes
55309	SHERBURNE	Yes
55366	SIBLEY	Yes
56044	SIBLEY	Yes
55335	SIBLEY	Yes
55334	SIBLEY	Yes
55307	SIBLEY	Yes
55396	SIBLEY	Yes
55338	SIBLEY	Yes
55353	STEARNS	Yes
56368	STEARNS	Yes
56387	STEARNS	Yes
56312	STEARNS	Yes
56378	STEARNS	Yes
56331	STEARNS	Yes
56369	STEARNS	Yes
56340	STEARNS	Yes
56325	STEARNS	Yes
56396	STEARNS	Yes
56307	STEARNS	Yes
56352	STEARNS	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56335	STEARNS	Yes
56303	STEARNS	Yes
56356	STEARNS	Yes
56301	STEARNS	Yes
56374	STEARNS	Yes
56376	STEARNS	Yes
56316	STEARNS	Yes
56321	STEARNS	Yes
56302	STEARNS	Yes
56397	STEARNS	Yes
56320	STEARNS	Yes
56399	STEARNS	Yes
56372	STEARNS	Yes
56362	STEARNS	Yes
56310	STEARNS	Yes
56395	STEARNS	Yes
56377	STEARNS	Yes
56393	STEARNS	Yes
56371	STEARNS	Yes
56398	STEARNS	Yes
56375	STEARNS	Yes
56388	STEARNS	Yes
56026	STEELE	Yes
56046	STEELE	Yes
55049	STEELE	Yes
55917	STEELE	Yes
55060	STEELE	Yes
56235	STEVENS	Yes
56244	STEVENS	Yes
56207	STEVENS	Yes
56267	STEVENS	Yes
56221	STEVENS	Yes
56231	SWIFT	Yes
56226	SWIFT	Yes
56208	SWIFT	Yes
56215	SWIFT	Yes
56271	SWIFT	Yes
56249	SWIFT	Yes
56252	SWIFT	Yes
56336	TODD	Yes
56389	TODD	Yes
56438	TODD	Yes

# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
56318	TODD	Yes
56479	TODD	Yes
56347	TODD	Yes
56440	TODD	Yes
56446	TODD	Yes
56453	TODD	Yes
56437	TODD	Yes
56219	TRAVERSE	Yes
56296	TRAVERSE	Yes
56236	TRAVERSE	Yes
56583	TRAVERSE	Yes
55981	WABASHA	Yes
55968	WABASHA	Yes
55957	WABASHA	Yes
55932	WABASHA	Yes
55945	WABASHA	Yes
55041	WABASHA	Yes
55991	WABASHA	Yes
55956	WABASHA	Yes
55964	WABASHA	Yes
56482	WADENA	Yes
56434	WADENA	Yes
56481	WADENA	Yes
56477	WADENA	Yes
56464	WADENA	Yes
56048	WASECA	Yes
56072	WASECA	Yes
56093	WASECA	Yes
56091	WASECA	Yes
55047	WASHINGTON	Yes
55016	WASHINGTON	Yes
55083	WASHINGTON	Yes
55038	WASHINGTON	Yes
55128	WASHINGTON	Yes
55043	WASHINGTON	Yes
55055	WASHINGTON	Yes
55042	WASHINGTON	Yes
55125	WASHINGTON	Yes
55071	WASHINGTON	Yes
55115	WASHINGTON	Yes
55129	WASHINGTON	Yes
55090	WASHINGTON	Yes

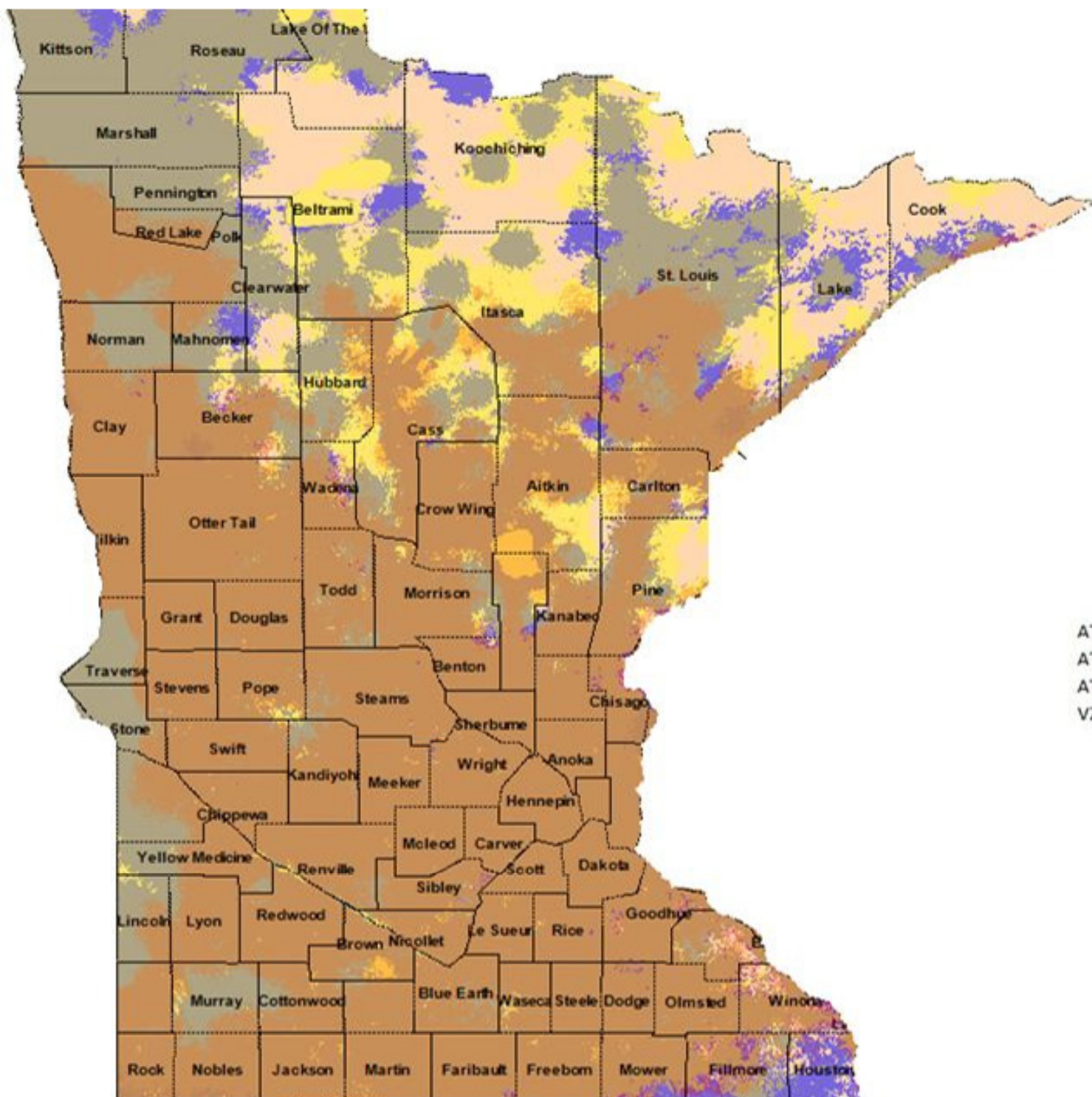
# TRACFONE SAFELINK LIFELINE SERVICE

## MINNESOTA ZIP CODES

Zip Code	County	SafeLink Coverage
55073	WASHINGTON	Yes
55025	WASHINGTON	Yes
55082	WASHINGTON	Yes
55003	WASHINGTON	Yes
55001	WASHINGTON	Yes
56081	WATONWAN	Yes
56056	WATONWAN	Yes
56060	WATONWAN	Yes
56120	WATONWAN	Yes
56160	WATONWAN	Yes
56062	WATONWAN	Yes
56022	WATONWAN	Yes
56565	WILKIN	Yes
56520	WILKIN	Yes
56522	WILKIN	Yes
56594	WILKIN	Yes
56579	WILKIN	Yes
56553	WILKIN	Yes
56543	WILKIN	Yes
55942	WINONA	Yes
55969	WINONA	Yes
55910	WINONA	Yes
55952	WINONA	Yes
55988	WINONA	Yes
55979	WINONA	Yes
55972	WINONA	Yes
55959	WINONA	Yes
55987	WINONA	Yes
55362	WRIGHT	Yes
55382	WRIGHT	Yes
55581	WRIGHT	Yes
55587	WRIGHT	Yes
55373	WRIGHT	Yes
55341	WRIGHT	Yes
55321	WRIGHT	Yes
55582	WRIGHT	Yes
55365	WRIGHT	Yes
55592	WRIGHT	Yes
55565	WRIGHT	Yes
55585	WRIGHT	Yes
55358	WRIGHT	Yes
55376	WRIGHT	Yes

## TRACFONE SAFELINK LIFELINE SERVICE MINNESOTA ZIP CODES

<b>Zip Code</b>	<b>County</b>	<b>SafeLink Coverage</b>
55313	WRIGHT	Yes
55328	WRIGHT	Yes
55580	WRIGHT	Yes
55586	WRIGHT	Yes
55588	WRIGHT	Yes
55590	WRIGHT	Yes
55393	WRIGHT	Yes
55380	WRIGHT	Yes
55301	WRIGHT	Yes
55584	WRIGHT	Yes
55302	WRIGHT	Yes
55390	WRIGHT	Yes
55363	WRIGHT	Yes
55320	WRIGHT	Yes
55589	WRIGHT	Yes
55591	WRIGHT	Yes
55349	WRIGHT	Yes
56241	YELLOW MEDICINE	Yes
56223	YELLOW MEDICINE	Yes
56245	YELLOW MEDICINE	Yes
56237	YELLOW MEDICINE	Yes
56280	YELLOW MEDICINE	Yes
56297	YELLOW MEDICINE	Yes
56220	YELLOW MEDICINE	Yes



AT&T VERIZON TMO

AT&T/VZW/TMO  
AT&T/VZW  
AT&T/TMO  
VZW/TMO



# **EXHIBIT 2**

## **Safelink Wireless<sup>®</sup> Terms and Conditions of Service**

**Updated June 17, 2014**



# SAFELINK WIRELESS™

## Terms and Conditions of Service

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Please read these SAFELINK WIRELESS Terms and Conditions of Service carefully. SAFELINK WIRELESS is a service of TracFone Wireless, Inc. ("TracFone Wireless"). These SAFELINK WIRELESS 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 SAFELINK WIRELESS Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these SAFELINK WIRELESS Terms and Conditions of Service will be binding upon you once posted on the SAFELINK WIRELESS website at [www.safelink.com](http://www.safelink.com). **You should check the SAFELINK website regularly for updates to these terms.**

By enrolling in the SAFELINK WIRELESS Program (the "SAFELINK WIRELESS Program" or "SAFELINK Program") and by using the SAFELINK WIRELESS service (the "SAFELINK WIRELESS Service" or "SAFELINK Service"), you ("You"), the participant, acknowledge and agree to the following terms and conditions:

### 1. SAFELINK WIRELESS PROGRAM DESCRIPTION.

SAFELINK WIRELESS Service 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 SAFELINK WIRELESS Program, a person must meet certain eligibility requirements set by each state where the SAFELINK Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the the Lifeline Benefits. Federal law permits only one Lifeline benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Applicants for the SAFELINK Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form, or that they have income at or below the designated eligibility level.
- Understand they may be required to recertify their continued eligibility at any time, and that failure to recertify will result in the loss of their benefits.
- Do not currently receive Lifeline support for a telephone line serving their household and no other resident in their household participates in the Lifeline program..
- Will notify SAFELINK Wireless by calling 1-800-SAFELINK 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 SAFELINK Wireless of any change of address within 30 days by calling 1-800-SAFELINK.
- Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief, and that they understand that providing false or fraudulent information to obtain Lifeline benefits is punishable by law.

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

Applicants who qualify and are enrolled in the SAFELINK Program will receive a free cellular phone provided by TracFone Wireless together with a free allotment of airtime minutes each month for up to one year. TracFone Wireless will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the SAFELINK Program. The monthly airtime minutes provided by the SAFELINK Program will vary from state to state (in Washington state, the number of monthly airtime minutes is 68 under Plan Option 1) and will be based upon the Plan Option selected. Please call SAFELINK WIRELESS at 1-800-SAFELINK or visit our website at [www.safelink.com](http://www.safelink.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 the SAFELINK Program, You will be qualified to participate for up to one (1) year. To continue your enrollment in the SAFELINK Program after the initial year, You must re-certify annually that you are qualified for continued enrollment in the SAFELINK Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the SAFELINK Program 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 the SAFELINK Program, such customer will immediately be deemed ineligible to participate in the SAFELINK Program, will be de-enrolled from the SAFELINK Program and will no longer receive the free monthly minutes. SAFELINK Customers who are no longer eligible (for any reason) for enrollment in the SAFELINK Program must, within 30 days, notify SAFELINK Wireless that they no longer meet the eligibility requirements for enrollment. A SAFELINK customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

TracFone Wireless and SAFELINK WIRELESS reserve the right to cancel the enrollment of any customer and/or permanently deactivate any customer's SAFELINK WIRELESS phone for fraud, misrepresentation or other misconduct as determined solely by TracFone Wireless. While participating in the SAFELINK Program, a customer shall not be permitted to sell, rent, give away

or in any way allow another person to use the cellular phone or SAFELINK Service provided to him/her by SAFELINK WIRELESS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE SAFELINK CELLULAR PHONE OR SAFELINK SERVICE PROVIDED TO YOU BY SAFELINK WIRELESS. 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 SAFELINK WIRELESS customer has violated these prohibitions, TracFone Wireless will the permanently de-enroll the customer from the SAFELINK Program, their phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the SAFELINK Program in the future. If you have any questions, concerns, comments or complaints regarding the SAFELINK Program or Service, offerings or products, please call SAFELINK WIRELESS Customer Care at 1-800-SAFELINK. You may also contact your state's Public Service Commission/Public Utility Commission.

## 2. ACTIVATION AND USE OF YOUR SAFELINK WIRELESS PHONE.

Upon enrollment in the SAFELINK Program, you will receive a SAFELINK WIRELESS phone delivered to your home address noted in the application. You must accept the SAFELINK WIRELESS telephone number assigned to your SAFELINK WIRELESS phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the SAFELINK WIRELESS Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not SAFELINK WIRELESS or TracFone Wireless. The number assigned to your SAFELINK WIRELESS phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your SAFELINK WIRELESS phone. Your SAFELINK WIRELESS phone can only be used through TracFone Wireless, and cannot be activated with any other wireless or cellular service. SAFELINK WIRELESS Services are provided at TracFone Wireless' discretion. Some functions and features referenced in the Manufacturer's manual provided with your SAFELINK WIRELESS phone may not be available on your SAFELINK WIRELESS handset. TracFone Wireless may modify or cancel any SAFELINK Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

## 3. AIRTIME RATES, USAGE AND INCLUDED MONTHLY MINUTES.

While you are enrolled in the SAFELINK Program, you will receive a free monthly allotment of airtime minutes as provided for the SAFELINK Program approved in your state and the minute Plan that you select. SAFELINK WIRELESS airtime is issued in minute (or unit) increments. Units are deducted from the SAFELINK WIRELESS phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance. If you are on Plan 1, there is no additional charge for international long distance to countries designated at [www.tracfone.com](http://www.tracfone.com). SAFELINK offers three plans that are currently available to all new and existing SAFELINK customers. Each plan offers different benefits, features and carryover options. The 3 Plans that are currently available are:

	<b>Free Monthly Minutes Included in Plan</b>	<b>Unused Minutes Carryover Each Month</b>	<b>Text Messages Included*</b>	<b>Free International Long Distance</b>	<b>Voicemail Caller ID Call Waiting</b>
<b>Plan 1</b>	68 in all states (80 in MA)	Yes	1000	Yes	Yes
<b>Plan 2</b>	125	Yes	1000	No	Yes
<b>Plan 3</b>	250	No**	1000	No	Yes

\*Customers exceeding their allotment of free text messages may incur minute deductions.

\*\*With Plan 3, your phone will reset to 250 minutes each month when your monthly minutes are delivered. Unused minutes will not automatically carry over to the next month. You may carry over unused airtime minutes on this 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.

New SAFELINK customers must choose a plan upon enrollment. Existing SAFELINK customers who wish to switch plans may do so at [www.safelink.com](http://www.safelink.com) or by calling 1-800-SAFELINK. If you switch plans before the 25th day of any given month, the change will be effective the following month. If you switch plans on or after the 25th day of the month, the change will be effective in the second month following your request to switch plans.

You may use your free monthly allotment of airtime minutes to place or receive calls, to send or read text messages or multimedia messages and to access the internet (with certain models of phones). In order to receive your monthly allotment of minutes, you will need to leave your SAFELINK WIRELESS phone powered "on" during the first few days of each month. If you DO NOT receive your monthly allotment of minutes because your phone was not "ON" at the beginning of the month or your phone does not automatically retrieve minutes when powered "ON." You may self-retrieve by following the instructions below. If for any reason these instructions do not work on your handset, please call us at 1-800-378-1684.

Airtime minutes will be deducted for all time during which your SAFELINK WIRELESS phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers including Customer Care, 411 and to access your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. Customers will not be charged for calls to Customer Care if they dial 611 directly from their handset. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the TracFone Wireless Mobile Web ("WAP"). No credit or refund is given for dropped calls. Customers in the State of Washington who have a problem with their SAFELINK 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.

#### 4. SELF-RETRIEVAL AND ADDING AIRTIME.

Self-Retrieve Your Monthly Minutes by following these instructions:

- Press the MENU key located in the center of the navigation keys or arrow keys. "Prepaid" will be displayed across your screen. Press SELECT.

- Using the arrow keys on your phone, go to "Redeem Airtime" or "Add Airtime." If your screen displays a message, scroll down and press OK until you see "Card #" or "Airtime PIN."

- To Self Retrieve your Monthly Minutes, enter 555 and press OK.

Add or Redeem an Airtime Card by following these instructions:

- Press the MENU key located in the center of the navigation keys or arrow keys. "Prepaid" will be displayed across your screen. Press SELECT.

- Using the arrow keys on your phone, go to "**Redeem Airtime**" or "**Add Airtime**." If your screen displays a message, scroll down and press OK until you see "Card #" or "Airtime PIN."

If you do NOT have a Promotional Code:

- Enter your 15 digit Airtime PIN number (located on the back of your airtime card or on your register receipt) and press OK.

If you have a Promotional Code, follow the instructions for your model of phone:

- For Motorola C139, C155 or Nokia 1112: Enter your 15 digit Airtime PIN plus your 5 digit promotional code and press OK.

- For Motorola W175 and all other models: Enter your 15 digit Airtime PIN and press OK. You should see the phrase "Have a promotional code?" displayed on your SAFELINK phone screen. Press the key below YES and follow the prompts.

Make sure to keep your SAFELINK phone ON until you receive your Minutes!

If your phone does not allow you to self-retrieve, your phone does not automatically retrieve your monthly airtime, if you are having difficulty receiving your monthly allotment of minutes or you are having difficulty loading an airtime card, please call Technical Customer Care at 1-800-378-1684.

#### 5. TEXT MESSAGING.

You will receive a free monthly allotment SMS usage to send and/or open text messages. Text messages sent to you by SAFELINK WIRELESS are free of charge. SMS usage in excess of this allotment may result in minute deductions. If you have exhausted your free monthly allotment of SMS messaging and minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send text messages and open incoming text messages and to place and receive voice calls. If you do not want minutes deducted from your SAFELINK WIRELESS phone for text messaging in excess of 1000 messages, then do not send text messages or open incoming text messages. SAFELINK WIRELESS does not allow international text messages.

Attempting to send international messages could result in service deactivation and de-enrollment from the SAFELINK Program.

Please note that SAFELINK WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than SAFELINK 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 SAFELINK 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 SMS services or campaigns not authorized by SAFELINK WIRELESS are not refundable whether you incur charges as deductions from your

SAFELINK WIRELESS phone or from your credit card. You may purchase from SAFELINK WIRELESS ring tones, graphics and certain information services. You may utilize multi-media services with certain SAFELINK WIRELESS models of phones. See SAFELINK WIRELESS Data Services below for more information.

#### 6. INTERNATIONAL CALLING.

International calling is available only if you are enrolled in Plan 1. If you selected Plan Option 1, you may use your SAFELINK WIRELESS phone to make international calls to landlines and some cellular phones in some countries at no additional charge (see [www.tracfone.com](http://www.tracfone.com) for available countries and details). The countries where international calling is available under Plan 1 are subject to change at any time without prior notice. In order to place an international call, you will need to dial 1-800-706-3839 (the International Long Distance ("ILD") access number) and follow the instructions. If you are calling from Alaska, Hawaii or the US Virgin Islands, the ILD Access number you should dial is 305-938-5673. Airtime deductions for international calls begin the moment the ILD access number is dialed and apply to dropped calls, misdialled numbers and busy destination numbers. When placing international calls, you may experience connection failures more frequently than calls made within the United States. SAFELINK WIRELESS will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your SAFELINK WIRELESS phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands (the "Coverage Area"). Any attempt to make or receive calls when you are located outside of the Coverage Area could result in service deactivation and de-enrollment from the SAFELINK Program. International calling is not available under Plan Option 2 or 3.

#### 7. AIRTIME CARDS.

Your SAFELINK WIRELESS phone will only operate when you have airtime minutes available on the SAFELINK WIRELESS phone. If you run out of your free monthly allotment of airtime, you may purchase and add additional airtime to your phone. See the instructions above for adding airtime. SAFELINK WIRELESS customers may purchase and use any SAFELINK WIRELESS or TracFone Wireless airtime cards for their SAFELINK WIRELESS phone. PLEASE NOTE: TracFone Wireless markets Double Minutes cards for TracFone users. All SafeLink customers automatically receive Double Minute benefits on any purchases of additional airtime. SafeLink users will not receive any additional benefit by purchasing a Double Minute card. The free monthly minutes provided to customers enrolled in the SAFELINK Program and any Bonus or Promotional Minutes WILL NOT DOUBLE.

Each TracFone Wireless airtime card includes a set number of minutes and service days that begin to run from the date you add the airtime to your SAFELINK WIRELESS phone. Bonus and promotional minutes will not double with any TracFone Wireless Double Minute airtime cards. TracFone reserves the right to modify, adjust and/or eliminate the extra Bonus minutes at any time in its discretion. SAFELINK customers may purchase airtime at the rate of 10¢ or less per unit. TracFone reserves the right to adjust its airtime rates at any time in its sole discretion.

For each TracFone Wireless airtime card or PIN purchased at our regular price and added to a SAFELINK phone, the SAFELINK customer will receive the following:

Minutes on Face of TracFone Card (Purchased at Regular Price)	Total Minutes Provided	Service Days	Price of Card
30	100	30	\$9.99
60	200	90	\$19.99
90	250	90	\$24.99
120	300	90	\$29.99
200	400	90	\$39.99
450	900	90	\$79.99
One Year Service Card	800	365	\$99.99

#### 8. ANNUAL VERIFICATION AND NON-USAGE DEACTIVATION.

As a SAFELINK WIRELESS customer, You are required to annually verify your continued program eligibility in the SAFELINK Program every calendar year (not including the year you enroll). If you fail to complete your annual verification by December 31 of each year, you will be de-enrolled from the SAFELINK Program. Upon de-enrollment from the SAFELINK

Program, you will cease receiving the free monthly allotment of airtime. 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. If you are de-enrolled from the SAFELINK Program and You allow your remaining service days to expire or go "past due," Your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.

If your service is deactivated, you may reactivate your service by either re-enrolling in the SAFELINK Program (if eligible) or purchasing and redeeming a TracFone Wireless airtime card with service days. Upon reactivation of your phone, you may be assigned a new telephone number.

If you have been de-enrolled from the SAFELINK Program and are not eligible to re-enroll but you wish to keep your service active, You must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the SAFELINK Program or, if no longer eligible, by purchasing and adding TracFone airtime cards before your Service End Date.

"Non Usage" De-Enrollment and Deactivation: Only subscribers who actively use their Lifeline service are eligible to continue receiving benefits. If you exceed 2 months without any Usage (as defined in this section), You will be notified that failure to use your handset within 30 days will result in service termination. "Usage" includes any of the following: making a call, answering a call from someone other than SafeLink, retrieving your pending minutes by pressing 555, completing the Annual Recertification process, purchasing airtime or informing SafeLink that you wish to continue your participation in the SafeLink program. In order to reactivate your SAFELINK phone and re-enroll in the SAFELINK Program, you will need to call SAFELINK Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any airtime for the period of time you were not enrolled in the SAFELINK Program.

#### 9. OUR RIGHT TO TERMINATE YOUR SAFELINK WIRELESS SERVICE.

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

#### 10. UNAUTHORIZED USAGE; TAMPERING.

The SAFELINK WIRELESS handset is provided exclusively for use by you, the end consumer with the SAFELINK WIRELESS Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your SAFELINK WIRELESS handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with TracFone Wireless. You agree not to unlock, re-flash, tamper with or alter your SAFELINK WIRELESS phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your SAFELINK WIRELESS phone or the Service, or assist others in such acts, or to sell and/or export SAFELINK WIRELESS handsets outside of the United States. These acts violate TracFone Wireless' rights and state and federal laws. Improper, illegal or unauthorized use of your SAFELINK WIRELESS phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. TracFone Wireless will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your SAFELINK WIRELESS phone shall entitle TracFone Wireless to recover liquidated damages from you in an amount of not less than \$5,000 per SAFELINK WIRELESS handset purchased, sold, acquired or used in violation of this agreement.

Some SAFELINK WIRELESS handsets have SIM cards. If your SAFELINK WIRELESS phone 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 allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. You may not remove your SIM Card from your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of your service and de-enrollment from the SAFELINK Program. 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 SAFELINK WIRELESS phone 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 calls are considered unauthorized usage by TracFone Wireless 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 unused airtime.



#### 11. COVERAGE MAPS AND ROAMING.

You will find coverage maps on our website at [www.tracfone.com](http://www.tracfone.com). These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. TracFone Wireless does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your SAFELINK WIRELESS phone 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. There are no additional charges for roaming calls for the SAFELINK WIRELESS phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

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

#### 13. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY.

Limited Warranty Exchange Policy: SAFELINK WIRELESS customers shall have up to one year from the activation date of their phone to return any defective phone to TracFone Wireless. TracFone Wireless will exchange a defective phone for a new or refurbished phone, at TracFone's discretion, during this period of time only pursuant to the terms of the Limited Warranty set forth below. For a defective phone replacement, call SAFELINK WIRELESS Technical Customer Care at 1-800-378-1684. Lost or Stolen Phone Policy: For any lost or stolen SAFELINK WIRELESS phone, you may request and receive only one replacement phone per customer. The replacement phone will be a refurbished phone. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include only 10 minutes of lost airtime. Any additional airtime that you may have had on your lost phone will not be replaced. In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen while in transit to the customer before the customer receives the phone, the lost phone and airtime may be replaced as a onetime courtesy in TracFone's sole discretion.

#### 14. DISCLAIMER OF WARRANTIES.

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

#### 15. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS.

Any hearing, visual or speech impaired persons interested in applying for a specially equipped SAFELINK WIRELESS must call SAFELINK WIRELESS at 1-800-378-1684 and specify the need(s) to an agent and TracFone Wireless will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

#### 16. EMERGENCY CALLS.

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

## 17. DATA SERVICES.

**Accessing and Purchasing Data Services.** In order to purchase, download or access Data Services, your handset must have active service and sufficient available airtime minutes. Your handset will not let you open the WAP browser without an airtime balance of at least 10 minutes. Each time you access our Wireless WAP with your handset's browser, 0.5 units per minute will be deducted from your handset ("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 handset 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, view subscribed Information Services 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 handset 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 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 handset for which they were purchased and cannot be transferred to any other device, including a new or replacement handset. Data Services are non-refundable and non-transferable.

**Purchase Options for Data Services:** You may purchase Data Services either through your handset's WAP browser or through the Internet (accessed with a personal computer) at [www.tracfone.com](http://www.tracfone.com)

When you purchase Data Services from the Internet at [www.tracfone.com](http://www.tracfone.com), the Content Charge will be shown in both U.S. Dollars and in minutes. 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 SAFELINK WIRELESS handset. If you buy a TracFone card the number of minutes to be charged is based on the last airtime card added to your handset. See Purchasing Data Services With Airtime Minutes below.

**How to purchase from the Internet ([www.tracfone.com](http://www.tracfone.com)):** Go to "Downloads and More" at [www.tracfone.com](http://www.tracfone.com) and enter your SAFELINK WIRELESS serial number (ESN/IMEI) and SAFELINK Wireless Number. This will take you to the Wireless Data Services content catalog where you can browse, sample and purchase ringtones and/or graphics. After you find a title and select "Buy," you will be presented with the two purchase options described above.

**How to purchase through your handset's WAP browser:** Select "BROWSER" on your handset then select "Start Browser" and you will be presented with a menu. When you use your handset's WAP browser to purchase Data Services, only the unit charge purchase option is available. You may not purchase Data Services through your handset using a Credit card. Note: Ringtones can only be sampled at [www.tracfone.com](http://www.tracfone.com).

**Purchasing Data Services With Airtime Minutes:** If you add TracFone airtime cards, the charges for Data Services purchases are determined by the last airtime card added to your handset. The chart below details the number of minutes you will be charged for each dollar you spend for the Data Services you purchase. Your phone will be assigned the appropriate dollar-to-minute conversion factor each time an airtime card is added to your handset. The charges for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor(s) are subject to change without prior notice.

Dollar-To-Minute Conversion Factors for Data Services	
If the last airtime card you added to your handset was:	You will have this number of minutes deducted for every \$1 you spend on Data Services:
<b>TRACFONE Airtime Cards</b>	
30, 40 or 60 minute cards	3.00
90 minute card	3.60
100 or 120 minute cards	4.00
200, 250 or 400 minute cards	5.00
450 minute card	5.62
200, 250 or 400 minute cards with Double Minutes	3.00
<b>Annual Plan and Double Minute Prepaid Plan Cards</b>	
150 unit Annual Plan card	1.66
250 unit Annual Plan card	2.50
400 minute Annual Plan Card	4.00
800 minute Annual Plan Card	5.71
300 minute Double Minute Annual Prepaid Plan Card	2.30

400 minute Double Minute Annual Prepaid Plan Card	3.07
<b>Regular Airtime Cards Added to TRACFONE's with active Double Minute Benefit</b>	
30, 40 or 60 minute cards	6.00
90 minute card	7.20
100 or 120 minute cards	8.00
200, 250 or 400 minute cards	10.00
450 minute card	11.24
Other (not listed above)	6.00

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. Partial minutes will be rounded up.

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

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

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

18. LIMITATION OF LIABILITY. SAFELINK WIRELESS and 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. SAFELINK WIRELESS and 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 SAFELINK WIRELESS phone is returned to SAFELINK 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.

#### 19. INDEMNIFICATION.

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

20. 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 RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR SAFELINK WIRELESS PHONE, 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 SAFELINK Service or any equipment used in connection with the SAFELINK 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 resale, export, alteration, and/or tampering of your SAFELINK WIRELESS phone, its software, the SAFELINK 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, except those excluded above, 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.tracfone.com](http://www.tracfone.com) or by calling the AAA at 1-800-778-7870. You and TracFone Wireless agree that use of the SAFELINK Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and TracFone Wireless agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this 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 AAA 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 of competent jurisdiction.

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

## 21. PRIVACY POLICY.

To view the SAFELINK WIRELESS Privacy Policy please refer to the SAFELINK WIRELESS website found at [www.safelink.com](http://www.safelink.com)

## 22. LIMITED WARRANTY.

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

How to obtain Warranty Service. To obtain warranty service from SafeLink on a new or reconditioned phone or SafeLink accessories, please contact Technical Support at 1-800-378-1684 from a landline or another phone in order to avoid using up your minutes. If your problem cannot be resolved over the phone, our SafeLink technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated SafeLink Service Center for repair or replacement, at SafeLink's discretion.

Terms of Limited Warranty. SafeLink warrants to you, the Customer, that your SafeLink 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 first date of activation of your phone.
- (2) The limited warranty extends only to the original customer ("Consumer") of the Product.
- (3) The limited warranty is not assignable or transferable to any subsequent end-user.
- (4) During the limited warranty period, SafeLink will replace or repair, at SafeLink'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. SafeLink may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts.

SafeLink's limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to SafeLink for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. SafeLink shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.

(5) The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:

a) The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of SafeLink, 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 SafeLink.

c) SafeLink 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.

(6) SafeLink does not warrant uninterrupted or error-free operation of the Product or service. SafeLink 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.

(7) If a problem develops during the limited warranty period, the Consumer shall contact SafeLink Customer Care for repair or replacement processing of the Product. SafeLink 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) SAFELINK 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. SAFELINK 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 SAFELINK KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. SAFELINK 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) SafeLink neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.

(12) This is the entire warranty between SafeLink 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 SafeLink. The allocation is recognized by the Consumer and is reflected in the purchase price.

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.

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

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In the Matter of a Petition of TracFone  
Wireless, Inc. for Designation as an  
Eligible Telecommunications Carrier  
(ETC) for the Limited Purpose of  
Offering Lifeline Service to Qualified  
Households

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Docket No. P-6823/M-09-802

**CERTIFICATE OF SERVICE**

Dan Herber certifies that on June 19, 2014, he filed the attached **TracFone Wireless, Inc.'s Second Supplemental Compliance Filing and Request to Delete Condition** by posting it on [www.edockets.state.mn.us](http://www.edockets.state.mn.us) and served the same as designated on the attached Official Service List on file with the Minnesota Public Utilities Commission.

Dated: June 19, 2014

**FAEGRE BAKER DANIELS LLP**

/s/ Dan Herber

Dan Herber, #386402  
2200 Wells Fargo Center  
90 South 7th Street  
Minneapolis, MN 55402  
(612) 766-7488

**Counsel for TracFone Wireless, Inc.**

[illegible]

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Dana	Wahlberg	dana.wahlberg@state.mn.us	Department of Public Safety	Town Square Ste 137 444 Cedar St St. Paul, MN 551015126	Electronic Service	No	OFF_SL_9-802_Official
Kurt	Zellers	rep.kurt.zellers@house.mn	Minnesota House of Representatives	State Office Building 100 Rev Dr Martin Luther King Jr Blvd St. Paul, MN 55155-1298	Electronic Service	No	OFF_SL_9-802_Official