

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



**NET10<sup>®</sup>**  
WIRELESS

# Services Guide

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## Bring Your Own Phone

For more information and the latest  
Terms and Conditions of Service, visit [NET10Wireless.com](http://NET10Wireless.com)



PLEASE RECYCLE

QUAG-NTSIMBUNI



# THANK YOU FOR BUYING NET10 WIRELESS SERVICE! YOU MADE THE RIGHT CHOICE.

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## GSM

For GSM compatible phones, your Serial Number is the 15 digit number underlined on the SIM card you select.



## CDMA

For CDMA compatible phones, you will need the Network Access Code located on the back of the card.



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### TERMS AND CONDITIONS OF SERVICE

## 1. GET STARTED

- 1.1 Activate Your NET10 Wireless Service
- 1.2 Set Up Your NET10 Wireless Account

## 1.1 ACTIVATE YOUR NET10 WIRELESS SERVICE

- A. Locate the activation card inside your package and follow the instructions on the card for GSM or CDMA as corresponds to your phone.

### GSM PHONES - START HERE! ACTIVATION INSTRUCTIONS!

Please read the latest Terms & Conditions of Service at NET10BYOP.com

#### PLEASE FOLLOW THE INSTRUCTIONS BELOW TO ACTIVATE YOUR SERVICE.

1. Select the SIM card size from packet A, B, C, or D that is compatible with your phone and Network.
2. Go to NET10BYOP.com and select the **Activate/Refill** tab. You will need the PIN from the Unlimited 30 Day Service Plan included in this package and the Serial Number located on the reverse side of the selected SIM card's packet. The Serial Number is also the underlined portion of the number on your SIM card. Do not provide your actual Phone-Serial Number.
3. Program your APN (Access Point Name) Settings for your Internet, multimedia and picture messaging to work. Go to apn.NET10BYOP.com and follow the instructions. If you are activating your service on an iPhone, please follow the instructions below to update your APN settings.
4. To complete the Activation, reboot your phone (turn it off and back on).

#### iPhone APN Programming

1. To automatically program the APN settings on your iPhone, connect to a secure Wi-Fi network from your iPhone and scan the QR code on the panel corresponding to the SIM card you selected. You will need a QR reader or scanner app. You may also access the website listed under the QR codes to download the APN settings app.
2. Once you launch the app, tap **Install** - **Install now**, enter the pass code if prompted, and tap **Done**.
3. Exit the browser, turn off Wi-Fi, and reboot your phone (turn it off and back on).
4. With Wi-Fi off, access the Browser to ensure that your data connection is working.

If you need additional assistance, please call the Customer Care Center at 1-855-333-2355.



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### CDMA PHONES - START HERE! ACTIVATION INSTRUCTIONS!

Please read the latest Terms & Conditions of Service at NET10BYOP.com

#### PLEASE FOLLOW THE INSTRUCTIONS BELOW TO ACTIVATE YOUR SERVICE.

1. Register your phone by going to NET10BYOP.com and selecting the **Register CDMA** option. You will need your Phone's Serial Number, also called MEID DEC or MEID HEX, and the Network Access Code found on the back of the Network Access Code card located in packet E.
2. Once your phone has been successfully registered, Activate your service by selecting the **Activate/Refill** option at NET10BYOP.com. You will need the PIN located on the Unlimited 30 Day Service Plan card included in this package.
3. To complete the Activation process, you must call \*22890, wait for the programming confirmation message, and then make a call. If you do not receive a successful programming confirmation message wait a few minutes and call \*22890 again.

If you need additional assistance, please call the Customer Care Center at 1-855-333-2355.



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- B. To activate your service, go to NET10BYOP.com or call 1-855-333-2355 from another phone. You will need a NET10 Unlimited Plan Card or a credit or debit card to complete your activation.

## 1.2 SET UP YOUR NET10 WIRELESS ACCOUNT

*My Account* can be created upon activation of your service at NET10BYOP.com. This is where you will create and update your personal profile information, update credit/billing information, view your Service End Date, and more.

***My Account* is the best place to:**

- Buy and Add Airtime
- Enroll in Auto-Refill
- Manage your Reserve™
- View Payment History
- View Service End Date
- Update Personal Profile and Manage Credit Card Info
- View FAQs

## 2. ABOUT NET10 WIRELESS SERVICE

- 2.1 Keep Your Service Active
- 2.2 Know Your Service Plan Options
- 2.3 Know Your Options for Adding Airtime
- 2.4 Update Your Data Settings

## 2.1 KEEP YOUR SERVICE ACTIVE

### IMPORTANT

**AIRTIME ADDS MINUTES AND SERVICE DAYS  
TO YOUR NET10 WIRELESS ACCOUNT**

To keep your Service Active, you must add Airtime BEFORE your Service End Date. To add Airtime, purchase a NET10 Airtime card, go to [NET10BYOP.com](http://NET10BYOP.com) or call 1-855-333-2355.



## 2.2 KNOW YOUR SERVICE PLAN OPTIONS

This NET10 Wireless service requires an Unlimited\* 30-day Monthly Plan.

### UNLIMITED\* 30-DAY MONTHLY PLANS

- **\$50 Unlimited\* 30-Day Monthly Plan:** This plan offers unlimited Nationwide talk, text, data and calls to 411 for 30 days. *This plan becomes \$45/month when enrolled in Auto Refill.*

Register your credit/debit card for automatic payments through Auto Refill and receive a \$5 discount every month. See section 2.3 for more information.



\*TETHERING TO ANOTHER DEVICE IS PROHIBITED. Other limitations apply. Refer to the Terms and Conditions of Service at [NET10Wireless.com](http://NET10Wireless.com).

**NET10 Wireless rates and the availability or selection of Service Plans may vary and are subject to change without notice.**

- \$65 Unlimited\* International† 30-Day Monthly Plan:** This plan offers Unlimited Nationwide talk, text, data and calls to 411 along with Unlimited International calls to landlines in Mexico, Canada, Dominican Republic, India, China and over 1,000 other world-wide destinations for up to 15 unique international numbers per 30-day period which will reset when you refill your account. This plan also includes calls to cellular phones in Canada, China and India, **PLUS 400 Minutes** for calls to cellular phones in Mexico. Visit [NET10.com/internationalcalling](http://NET10.com/internationalcalling) or text the Country Code + City Code + Phone Number to 64372 to verify calling availability. Standard text message rates apply. *This plan becomes \$60/month when enrolled in Auto Refill.*

Register your credit/debit card for automatic payments through Auto Refill and receive a \$5 discount every month. See section 2.3 for more information.



† International service available to select destinations which are subject to change at any time and for calls originating from the U.S. only. Allows up to 15 unique international numbers per 30-day period which will reset when you refill your account. No international roaming. Personal use only. Other restrictions apply. See [NET10Wireless.com](http://NET10Wireless.com) for additional details.

- Unlimited\* Family†† Plan:** The NET10 Family Plans offer Unlimited Nationwide talk, text, data, and calls to 411 for 30 days on each line Activated with the Plan. You will not share service with the other lines Activated on the same Family Plan. The cost for the first line is \$50 and each additional line is \$40. Select the plan that best fits your needs.

Register your credit/debit card for automatic payments through Auto Refill and receive a \$5 discount every month. See section 2.3 for more information.



#### FAMILY PLAN FOR 2 LINES

Unlimited Service for  
2 different lines



#### FAMILY PLAN FOR 3 LINES

Unlimited Service for  
3 different lines



#### FAMILY PLAN FOR 4 LINES

Unlimited Service for  
4 different lines

†† Each of the Airtime PINs on the card must be added to a separate phone. Do not attempt to add the PINs to the same phone.

## 2.3 KNOW YOUR OPTIONS FOR ADDING AIRTIME

To keep your service Active, you must add a Service Plan to your phone before your Service End Date. Choose the option that best fits your needs.

### ✔ Auto-Refill

Register your credit or debit card and your Minutes and Service days will be added automatically every 30 days. Visit [NET10BYOP.com](http://NET10BYOP.com) to enroll or call 1-855-333-2355.

### ✔ NET10 Reserve™

The NET10 Reserve allows you to add multiple Unlimited 30-Day Monthly Plan Cards to your account. A Plan in your Reserve will be automatically applied to your account on your Service End Date. For more information, visit [NET10BYOP.com](http://NET10BYOP.com). Remember that this service works exclusively with the NET10 30-Day Unlimited Monthly Plans.

### ✔ Add Airtime Before Your Service End Date

- Online at [NET10BYOP.com](http://NET10BYOP.com)
- By calling 1-855-333-2355.
- At over 100,000 retail locations nationwide.

## 2.4 UPDATING YOUR DATA SETTINGS

### Adding an Access Point Name (APN)

In order to be able to send MMS and connect to the Browser, you MUST update your phone's data settings (APN). You will need to add a new Access Point Name with the values denoted for your service. Visit [apn.NET10BYOP.com](http://apn.NET10BYOP.com) for settings information.

### iPhone APN Programming

- ✔ If you are Activating your service on a GSM compatible iPhone, please refer to the red Activation card enclosed in your package for instructions.
- ✔ For additional assistance, please call the Customer Care Center at 1-855-333-2355.

For assistance with your phone, please refer to the manufacturer's user manual.



## TERMS AND CONDITIONS OF SERVICE



The latest Terms & Conditions of Service  
can be found at [NET10Wireless.com](http://NET10Wireless.com)

### NET10 PAY AS YOU GO, NET10 30 DAY MONTHLY PLANS AND NET10 UNLIMITED WITH INTERNATIONAL CALLING TERMS AND CONDITIONS OF SERVICE

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and NET10. NET10 is a brand of TracFone Wireless, Inc. These Terms and Conditions of Service contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. By purchasing or activating a NET10 Phone or NET10 SIM card and/or using any NET10 Service including, without limitation, NET10 Pay As You Go, NET10 Unlimited Service, any NET10 Monthly Plan, Easy Minutes or Rapid Refill ("Service"), you acknowledge and agree to these Terms and Conditions of Service. These Terms and Conditions of Service are subject to change at any time without notice. Any changes to these Terms and Conditions of Service are effective and binding upon you when posted on our websites at [NET10.com](http://NET10.com).

If you are enrolled in a NET10 Unlimited Service Plan or if you purchase a NET10 30 Day Unlimited Airtime Card for your NET10 Phone, certain terms and conditions will vary and additional terms and conditions will apply (see NET10 UNLIMITED TERMS AND CONDITIONS set forth below). In the event of a conflict between the Terms and Conditions for NET10 Pay As You Go and NET10 Unlimited, the NET10 Unlimited Terms and Conditions will control for customers who are enrolled in a NET10 Unlimited Service Plan or who purchase a NET10 30 Day Unlimited Airtime Card.

For assistance or more information, please contact NET10 Customer Care at 1-877-836-2368.

**1. ACTIVATING AND USING YOUR NET10 SERVICE:** You may purchase a NET10 Wireless phone or a NET10 SIM card for use with your own compatible wireless phone or activate a compatible CDMA phone with NET10 service. You must activate your NET10 Phone by contacting Customer Care at 1-877-836-2368 from a landline phone or by visiting the NET10 website at [NET10.com](http://NET10.com). If you have purchased a NET10 SIM card for use with your own compatible phone, follow the instructions that came with the SIM card to activate your service. When you activate your service, you will have the option of registering with us and providing your name, address, email address and alternative contact telephone number. If you elect not to register at the time of activation, you may not be able to obtain copies of your call detail records except upon service of a valid Subpoena or a Court order.

Your NET10 Phone can only be used with NET10 Wireless service and cannot be activated with any other wireless carrier or service. NET10 provides Service at its discretion. Some functions and features referenced in the Manufacturer's manual provided with your NET10 Phone may not be available on your NET10 Phone. NET10 may, at any time and without prior notice to you, modify, cancel and/or deactivate your Service and/or take other corrective action, for any reason in NET10's sole discretion including, but not limited to, your violation of any one or more of these Terms and Conditions of Service.

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. Some NET10 features are available only on NET10 phones purchased from NET10 and will not be available if you have purchased a NET10 SIM card for use on a compatible wireless phone, or activated NET10 on a compatible CDMA phone. 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.

If you are using your own compatible phone with a NET10 SIM card, or a compatible CDMA phone without a SIM card, it must be compatible, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. Devices capable only of using data service are strictly prohibited and Your use of any such device is grounds for immediate deactivation and termination of your service without a refund. You are responsible for ensuring that any compatible wireless phone that you use is compatible with the NET10 wireless service and that your phone meets all Federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware, software and/or internet access required in order to use the NET10 service. NET10 service will only work with wireless devices that are compatible with our network. Not all services are available with all wireless devices or on all networks. We may remotely change your wireless phone's software, applications or programming without notice. This could affect your stored data, your phone's programming and how you are able to use your wireless phone.

The wireless telecommunications networks used to transmit calls for the NET10 Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not NET10. When You activate your NET10 service, you will be provided with a telephone number or you may, in some circumstances, port-in a number from another carrier. Please note that You have no ownership rights to any telephone number, IP address or any other identifier associated with your wireless service and You acknowledge and agree that we may change any such number, IP address or other identifier associated with your NET10 service at any time without prior notice to You.

**2. TERMINATION OF SERVICE:** Either party may terminate this Agreement (which will terminate the provision of NET10 service) at any time. Any unused service at the time of termination will not be refunded. NET10 may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement, if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, if we have reasonable cause to believe that you are using your NET10 phone and/or wireless service for an unlawful purpose or in a way that may adversely affect our service, if you engage in any deceptive or unfair conduct with respect to your NET10 phone and/or wireless service. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of NET10 phones.

Any promotional or bonus minutes that are included with a new NET10 Phone or are issued upon activation of your NET10 Phone are not transferable or refundable. Promotional minutes and bonus minutes have no cash value. Any attempt to transfer promotional, bonus or other free minutes may result in the permanent deactivation of your NET10 Phone and Service without a refund.

**3. AIRTIME USAGE AND NET10 PLANS:** Your NET10 Service will operate only when you have airtime minutes and service days available. NET10 Airtime is issued in minute increments. Airtime minutes will be deducted for all time during which your 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 button to initiate or answer a call, and does not end until you press the "end" button. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, 611, Customer Care, 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. For outbound calls, you may

be charged airtime for incomplete, busy and/or no answer calls. Airtime minutes are deducted in full unit increments. Partial minutes are rounded up to the next minute. Airtime minutes are deducted for use of other services such as text messaging and accessing the NET10 Mobile Web ("WAP"). Airtime minutes are deducted for all text messages sent and incoming text messages which are opened. No credit is given for dropped calls. Your NET10 Phone may include 10 airtime minutes for set up. These minutes may be used for test calls at NET10's discretion.

On certain NET10 phone purchased from us, You may add airtime directly to your NET10 Phone in the Prepaid Menu at the Redeem Airtime or Add Airtime menu option by entering the PIN number from a NET10 Pay As You Go Airtime card, NET10 30 Day Monthly Plan Card or from a retailer cash register receipt. You may also add airtime by visiting the NET10 website at **NET10.com** or by contacting Customer Care at 1-877-836-2368. Airtime purchases have no cash value and are non-refundable.

**NET10 Pay As You Go Airtime Cards:** Pay As You Go Airtime Cards are not available on all NET10 phones or with NET10 SIM cards or compatible CDMA phones. See your phone's packaging for more information regarding the NET10 Plans and features available with your phone. Each NET10 Pay As You Go Prepaid Wireless Airtime card includes a certain number of minutes and a service period that begins to run from the day you add the airtime to your NET10 Phone. NET10 Pay As You Go Airtime cards are available in various denominations. You will receive the minutes and days of service as specified on the card you purchase and add to your NET10 Phone.

Each NET10 Pay As You Go airtime card or purchase you add to your NET10 Phone will extend the Service End Date by the number of days specified on the card or cash register receipt. "Service End Date" is the last day of your service period. Pay As You Go airtime minutes added to your NET10 do not expire with active Service and usage within a period of twelve (12) consecutive months. If you redeem any 30 Day Monthly Plan, however, any unused NET10 Pay As You Go airtime and service days remaining on your NET10 Phone will be cleared and reset to the minutes and service days that appear on the face of the 30 Day Monthly airtime card. Airtime minutes have no cash value. NET10 airtime cards are non-refundable. NET10 airtime cards, airtime rate plans, card denominations and service days are subject to change at any time without prior notice. NET10 airtime cards do not expire except as specifically permitted by law.

You may also enroll in one of the NET10 Easy Minute Plans and automatically receive your NET10 airtime and service days each month. You may enroll in an Easy Minute Plan on our website at **NET10.com/easyminutes** or by calling 1-877-836-2368. You will need a credit or debit card in order to enroll and you may cancel your enrollment at any time.

**NOTE: IF YOU CHOOSE TO SWITCH FROM PAY AS YOU GO SERVICE TO ANY OF THE NET10 30 DAY MONTHLY PLANS, YOU WILL LOSE ALL UNUSED AIRTIME MINUTES AND SERVICE DAYS ON YOUR PHONE. A SWITCH FROM PAY AS YOU GO TO A MONTHLY PLAN WILL INVOLVE RESETTING YOUR PHONE TO A ZERO BALANCE FOR AIRTIME MINUTES AND SERVICE DAYS BEFORE YOUR NEW MONTHLY PLAN MINUTES AND SERVICE DAYS WILL BE LOADED ON YOUR PHONE. IF YOU ARE ON ANY 30 DAY MONTHLY PLAN, YOU WILL LOSE ANY REMAINING UNUSED SERVICE ON YOUR PHONE IF YOU ADD A PAY AS YOU GO CARD OR ENROLL IN AN EASY MINUTE PLAN.**

**Service End Date, Due Date or Service Days Remaining for NET10 Pay As You Go:** If you fail to add airtime to your NET10 Phone prior to the Service End Date or Due Date (before your Service Days run

out) your NET10 Service will be deactivated on the Service End Date or Due Date and you may lose your NET10 Phone number even if you have minutes remaining on your NET10 Phone. To prevent this from occurring, please keep your NET10 Service active by adding an airtime card before your Service End Date or Due Date. Notwithstanding the Service End Date, Due Date or Service Days left as displayed on your NET10 Phone, NET10 reserves the right to discontinue Service and deactivate any NET10 Phone for which there is no voice, text or Data Services usage for a period of twelve (12) consecutive months. If your Service is deactivated, your NET10 Phone can be reactivated by adding any NET10 Pay As You Go or NET10 30 Day Monthly Airtime card. Once reactivated, however, your NET10 Phone may be assigned a new NET10 Phone number.

**NET10 30 Day MONTHLY PLANS:** NET10 currently offers two 30 Day Monthly Plans: a **\$50/30 Day Monthly Unlimited Plan** that includes unlimited talk, text and data (includes at least 2.5 GB of high speed data per 30 day plan); and a **\$25/30 Day Monthly 750 Minute Plan** that provides 30 days of service and 750 minutes to use for talk, text and picture messaging, email, web and calls to 411. Actual data speeds are subject to your wireless device's capabilities, coverage available in your local area and existing network conditions. The **\$25/30 Day Monthly 750 Minute Plan** is not available on Android powered phones, with the NET10 SIM card or on certain other NET10 phone models. See your phone's packaging for information regarding the NET10 Plans available for your phone.

Upon your redemption of a NET10 30 Day Monthly Plan card, all of the airtime and remaining days of service on your NET10 Phone (including all Pay As You Go Airtime and service days) will be cleared and your phone will be reloaded with the new service plan. **The redemption of any NET10 Pay As You Go airtime card or another NET10 30 Day Monthly Plan Card, or your enrollment in an Easy Minutes Plan BEFORE or upon the expiration of the 30 service days will clear the remaining airtime balance and service days on your phone and reset your phone's airtime balance and service days to the amount of airtime and service days provided in the card you redeemed.** Bonus and other promotional minutes are not available with the NET10 30 Day Monthly Plan cards.

The NET10 30 Day Monthly Plan cards are not available for the following models of NET10 Phones: Nokia 1600, 1100 or 2600 and the Motorola C139, V171, V170 and C155.

You may purchase 30 Day Monthly Plan Cards at over 70,000 retail locations nationwide, on our website at [NET10.com](http://NET10.com) or by calling 1-877-836-2368. You may also enroll in the Automatic Monthly Auto-Refill program with a credit or debit card on our website at [NET10.COM/easymminutes](http://NET10.COM/easymminutes) or by calling 1-877-836-2368.

**NET10 Reserve:** With NET10 Reserve, you may purchase and add NET10 30 Day Monthly Plans to your NET10 Reserve to be automatically applied on your Service End Date. You may access the Service Plans in your NET10 Reserve at any time through "My Account." All 30 Day Monthly Plans you redeem are automatically added to your NET10 Reserve to be applied at your Service End Date. When purchasing and redeeming a 30 Day Monthly Plan, customers will be prompted to select either to apply the Service Plan at that time or at their Service End Date. With NET10 Reserve, if you decide you might need a Service Plan prior to your Service End Date, you can visit "My Account" to apply a Service Plan or otherwise manage your Service Plans in Reserve. Customers enrolled in the 30 Day 750 Minutes Monthly Plan may redeem the first plan from their NET10 Reserve queue by entering "438" at the Add Airtime Menu on their phone. If you are an Auto-Refill customer and add a Service Plan or Service Card to your NET10 Reserve, the Plan in Reserve will take precedence over the Auto Refill and it will

be applied before the next Auto Refill purchase is processed. NET10 customers with unapplied Plans in their NET10 Reserve will be unable to purchase Pay As You Go service until all Plans in their NET10 Reserve have been applied.

**NET10 30 Day Monthly Plan Auto-Refill:** You may enroll in Auto-Refill for a NET10 30 Day Monthly Plan by registering your credit or accepted debit card (with Visa or MC logo) at [NET10.com/easymminutes](http://NET10.com/easymminutes). With Auto-Refill, you will receive a recurring charge to your credit or accepted debit card on your Service End Date each month which will automatically refill your NET10 service with the 30 Day Monthly Plan you select. PLEASE NOTE: If you have any 30 Day Monthly cards in your NET10 Reserve, those cards will be applied first before an Auto-Refill purchase is processed. Once you have used all NET10 Service Plans in your NET10 Reserve, the Auto-Refill purchases will resume.

**4. TEXT MESSAGING:** The rate to send or receive a text message to or from another phone is generally .5 units (5 cents per message). On certain NET10 Phones, other text messaging rates may apply. See individual NET10 Phone package for details.

**If you are on one of the 30 Day Monthly Plans, the rate to send or receive a text message is 1 unit or minute per text message.** If you do not want to incur text messaging charges, do not send or open a text message. NET10 Pay As You Go Service does not allow international text messages except on certain limited models of phones that include free international text messaging as described on the phone packaging (currently available on specially marked Android LG Optimus Net™ (L45C), LG Optimus Q™ (L55C) and LG Optimus Black™ (L85C) sold by NET10). On all other models of NET10 phones or if you have purchased a NET10 SIM card or activated NET10 service on a CDMA phone, any attempt to send an international text message could result in Service deactivation.

NET10 does not generally participate in Premium SMS services or campaigns. Premium SMS services usually involve sending a text message to a designated "short code" or attempting to buy SMS services from anyone other than NET10. Premium SMS campaigns include casting a vote, expressing your opinion, playing a game, or participating in interactive television programs through the use of a wireless phone.

You should not attempt to participate in Premium SMS services or campaigns other than those authorized by NET10. Any text message you send to a "short code" not authorized by NET10 will likely not go through. Any charges you may incur as a result of your attempts to participate in Premium SMS services or campaigns not authorized by NET10, whether in the form of deductions from your NET10 Phone or charges to your credit card, are not refundable.

**5. INTERNATIONAL CALLING FOR NET10:** NET10 offers its Pay As You Go and \$25/750 Minute 30 Day Monthly Plan customers, international long distance service as an additional feature. International long distance calls may be made to certain international destinations (see [NET10.com](http://NET10.com) for locations). Depending upon where you call, minutes are deducted for the international call, plus the minutes charged for a regular call. Some NET10 Phone models require registration in order to make international calls. Minutes will be deducted from your airtime balance for every minute the call connects to the international calling system regardless of whether or not the call is successfully completed abroad. Minutes will be deducted for dropped calls, misdialed numbers and busy destination numbers from the moment the call is attempted (when you press the "Send" button on your phone). NET10 will not credit airtime minutes that are deducted as a result of unsuccessful attempts to call international destinations. For information regarding available international destinations, international call rates, how

to register your NET10 Phone and how to place international calls, please visit **NET10.com** or call 1-877-TEN-CENT (1-877-836-2368). You will not be able to make or receive calls on your NET10 Phone if you are traveling outside of the United States, Puerto Rico or the U.S. Virgin Islands.

NET10 International Neighbors is a service that enables callers in Mexico to reach you using a local number that will ring on your NET10 Phone in the U.S. Please visit **NET10.com** or call 1-877-836-2368 for details.

International Calling is not available on the NET10 Unlimited Service Plans or the NET10 30 Day Monthly Unlimited Plan card.

**6. MOBILE WEB SERVICES FOR NET10 PAY AS YOU GO:** With certain NET10 Phone models, you can download ringtones and graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through NET10's Mobile Web or WAP. Data Services are offered by NET10 at an additional charge or deduction of minutes for use of such Services.

**Purchasing Data Services:** In order to purchase, download and/or access NET10 Data Services, your NET10 Phone must have active Service and sufficient available airtime minutes. Your NET10 Phone will not allow you to open the WAP browser without an airtime balance of at least 10 minutes.

Each time you access the NET10 WAP with your NET10 Phone's browser, 1 minute of airtime per minute of access will be deducted from your NET10 Phone ("Access Charges"). Access Charges are deducted in full minute increments. Any WAP access of less than 60 seconds is rounded up to the next full minute. Access Charges begin when your NET10 Phone makes a data connection. This generally occurs shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This generally occurs 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 NET10 Phone to open or close the browser.

In addition to the Access Charges, there will be a charge each time you purchase content 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 total Access Charge will vary depending on the size of the content and the actual time it takes to complete the download.

The Data Services you purchase and download are non-transferable (including to any new or replacement NET10 Phone) and may only be used or viewed on the NET10 Phone for which they were purchased. Charges incurred for the purchase of Data Services are non-refundable.

**Purchase Options for Data Services:** You may purchase Data Services through your NET10 Phone's WAP browser or by visiting **NET10.com/data** on a personal computer.

**Purchasing Data Services using your NET10 Phone's WAP browser:** In order to purchase Data Services using your NET10 Phone, you must select "BROWSER" from your NET10 Phone's Menu.

Your payment for Data Services purchased using your NET10 Phone's WAP browser will be completed through the deduction of minutes from your NET10 Phone. Ringtones can only be sampled, without incurring a charge, on the NET10 website at **NET10.com/data**.

**Purchasing Data Services through the Internet at NET10.com:** In order to purchase Data Services directly from the NET10 website, go to "Ringtones and More" at **NET10.com** and enter your NET10 Phone's number and serial number (ESN/IMEI). You will be redirected to the NET10 Data Services content catalog where you can browse, sample and purchase ringtones and/or graphics and/or games. When you have selected a title and are ready to make your purchase, click on "Buy" and 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) you may use a credit card to complete your purchase or (2) you may select a direct deduction of minutes from your NET10 Phone. Content Charges paid via direct deduction of minutes are calculated using a dollar-to-minute conversion factor of \$1.00 equals 10 minutes of airtime. The costs for Data Services in U.S. Dollars and/or minutes and the dollar-to-minute conversion factor are subject to change at any time without notice. See the Terms and Conditions posted on the NET10 website at **NET10.com** for the most current terms.

**Charges for Multi-Media Messages (e.g., picture messaging):** You will be charged 2.5 minutes to send or receive a multi-media message (the "MMS Charge"). In addition to the 2.5 minute MMS Charge, you will incur an additional WAP Access Charge of 1 minute of airtime per minute of access for the time it takes to send or receive the MMS (see Additional Access Charges for Data Services below). The total WAP Access Charge will vary depending on the size of the MMS message sent or received and the amount of time required to complete the transmission.

**Additional Access Charges for Data Services:** In addition to the Content Charges and MMS Charges, and regardless of the payment option you use, you will be charged an additional Access Charge of 1 minute of airtime per minute of access associated with downloading content, accessing or viewing Data 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 or view the Data Service or utilize MMS.

**Downloadable Third Party Web Content and Applications:** You may download free and purchased Web Content and applications ("Web Content/Apps") from third parties that are unrelated to NET10. For such third party downloads, NET10 is not responsible for the Web Content/Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Web Content/Apps. Any support questions for these Web Content/Apps may be directed to the third party seller. When you use, download or install Web Content/Apps sold by a third party seller, you may be subject to license terms between you and third parties. NET10 is not responsible for any third party content, advertisements, or websites you may access using your phone.

**Use of Information:** NET10, and/or other third parties from which you acquire Web Content/Apps, may retain, use, and share information collected from when you download, use, or install Web Content/Apps. NET10 or other third parties may update your Web Content/Apps remotely, or may disable or remove any Web Content/Apps at any time. Refer to the Web Content/Apps creator's privacy policy for information regarding their use of information collected when you download, install, or use any third party Web Content/Apps. We are not responsible for any transmission failure, interruption, or delay related to Web Content/Apps, or any content or website you may be able to access through the Web Content/Apps. If you use a third party application, the application may access, collect, use

or disclose your personal information or require the network carrier to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or authorize third party applications through Mobile Web Services, you agree and authorize NET10 and the network carrier to provide information related to such use. You understand that your use of third party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

**Information on Phones:** Your Phone may contain sensitive or personal information. NET10 is not responsible for any information on your phone, including sensitive or personal information, data or photographs. If possible, you should remove or otherwise safeguard any sensitive or personal information, data and photographs when your phone is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your phone. By submitting your phone to us, you agree that our employees, contractors or vendors may access all of the information on your phone.

**7. MODIFICATIONS, INTERRUPTIONS OR DISCONTINUATION OF DATA SERVICE; NON-RATED CONTENT:** NET10 does not guarantee the availability of Data Services in your home area at any time and reserves the right to modify, suspend, interrupt, discontinue, reduce the data throughput speed or the amount of data transferred, or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in analog service areas or outside of your network coverage area. NET10 is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure to receive the purchased Data Services. If any Data Services which you have purchased are modified, interrupted, discontinued or canceled, NET10 will NOT refund any remaining used or unused services. If you cancel or attempt to cancel a Data Service download or a multi-media message in progress, or if the process is otherwise interrupted through no action on your part, you may incur a charge in accordance with these Terms and Conditions. If you open your browser and the NET10 WAP is unavailable, you will be charged the Access Charge of 1 minute of airtime per minute of access even though you will not be able to view the Mobile Web.

**Non-Rated Data Service Content:** NET10 Data Service content is NOT rated. Although NET10 strives to present and offer only generally acceptable content, it is impossible to proof all titles, news articles and other Data Services for appropriate content. NET10 Data Service content may include content that is offensive or objectionable to you or to others. You are solely responsible for the use of NET10 Data Service content and you assume all risk and liability in doing so. NET10 is not liable for any content that you and/or others may find offensive or objectionable. For more information on Data Services, please consult the material included in your NET10 Phone Welcome Kit and/or User's Guide. Additional information can also be found at [NET10.com](http://NET10.com).

**8. LIMITATION OF LIABILITY:** NET10 is not liable to you, other users of your NET10 Service, or any third party for any failure to post, receive, process or credit a payment for your NET10 Service including, without limitation, any failure to add or credit any airtime or due date information to your NET10 Phone or for any other claim arising out of or in any way related to your NET10 Service.

NET10 will not be liable to you for any actual, direct, 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 to You. NET10 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. If you return your NET10 Phone to NET10 for any reason, NET10 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 NET10 Phone or which may remain on your NET10 Phone when it is returned.

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages you may suffer or incur resulting from: (a) anything done or not done by another person; (b) providing or failing to provide Mobile Web Services, including, but not limited to, deficiencies or problems with a phone or network coverage (for example, dropped, blocked, interrupted service, etc.); (c) traffic or other accidents, or any health-related claims relating to our service; (d) Data Content or information accessed while using our service; (e) an interruption or failure in accessing or attempting to access emergency services from a phone, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, (h) damage to your phone or any computer or equipment connected to your phone, or damage to or loss of any information stored on your phone, computer or equipment from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your phone, computer or equipment and to back-up your information stored on each.

**LIMITATION OF LIABILITY FOR NET10 WIRELESS SERVICE, GPS AND MOBILE WEB SERVICES: IN NO EVENT SHALL NET10, ITS EMPLOYEES OR LICENSORS OR AFFILIATES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, SALES, OR DATA; ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS INFORMATION; OR FOR ANY OTHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE NET10 WIRELESS SERVICE, VOICE MAIL, ANY GPS MAPS, SOFTWARE, MOBILE WEB SERVICES OR OTHER WEB CONTENT, EVEN IF NET10, OR ITS RESPECTIVE LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH RESPECT TO JURISDICTIONS THAT MAY NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED IN SOME CASES, NET10, ITS EMPLOYEES, LICENSORS AND AFFILIATES' LIABILITY SHALL BE LIMITED TO U.S. \$50.**

**9. EMERGENCY CALLS:** If you are in an area where your NET10 Phone is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your NET10 in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

**10. UNAUTHORIZED USAGE; TAMPERING:** NET10 Phones are sold exclusively for use by you, the end consumer, with the NET10 Prepaid Wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your NET10 Phone, including without limitation, any resale, unlocking and/or reflashing of the NET10 Phone is unauthorized and constitutes a violation of your agreement with NET10. You agree not to unlock, reflash, tamper with or alter your NET10 or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your

NET10 or the Service, or assist others in such acts, or to sell and/or export NET10 Phones outside of the United States. These acts violate NET10's rights and state and federal laws. Improper, illegal or unauthorized use of your NET10 Phone is a violation of this agreement and may result in immediate discontinuation of Service and legal action. NET10 will prosecute violators to the full extent of the law. You agree that any violation of this provision of the agreement through your improper, illegal or unauthorized use or sale of your NET10 Phone shall entitle NET10 to recover liquidated damages from you in the amount of not less than \$5,000 per NET10 Phone purchased, sold, acquired or used in violation of this provision.

Some NET10 Phones have SIM cards. If your NET10 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, 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. The Carriers, NET10 and/or their respective service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your NET10 is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such usage is considered unauthorized usage by NET10 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 refund for your NET10 Phone or unused airtime. NET10 may modify, cancel and/or deactivate Service or take corrective action at any time, without prior notice, for any reason, including but not limited to, your violation of this agreement. In the event of suspension or deactivation of your Service, you will not be entitled to receive any refunds for your NET10 Phone or unused airtime.

**11. COVERAGE MAPS:** You will find coverage maps on our website, **NET10.com**. These maps are for general informational purposes only. NET10 does not guarantee coverage or Service availability. The coverage maps depict the general coverage area of NET10. The coverage maps are not a guarantee of coverage. Coverage is not available everywhere. The coverage maps display only the predicted and approximate optimal wireless coverage for voice calls, while outdoors, of the network on which your phone may be activated including the coverage area of the network's roaming partners, if applicable. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Within coverage areas, there may be significant limitations or interruptions in coverage that may impact service and result in dropped and blocked connections, slower Mobile Web Service and data speeds or no Mobile Web Service or data connectivity and call interference. This could occur due to many factors including your device, network changes, network traffic volume, network outages, technical limitations, signal strength, the terrain and your proximity to buildings, foliage and other obstructions, weather and other conditions. You will not be able to operate your phone or make 911 calls if service is not available. Some features on your device may not operate when roaming on the network of a network roaming partner. If you travel outside of your coverage area, your phone will not work. The coverage depicted on the NET10 coverage maps is based on the information provided by other carriers and public sources and we cannot guarantee their accuracy. Coverage maps for your network may also vary based on your home location so please refer to our website for the most up-to-date coverage map applicable to your device and geographic area. Your coverage will also vary based upon the NET10 plan you select. NET10 is not responsible for any Service outages, interruptions in service or decline in the quality of service regardless of the cause. Actual coverage and Service may vary between NET10 Pay As You Go, NET10 Unlimited Recurring Charge Plans and the NET10 30 Day Monthly Plans.

**12. ROAMING:** "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your wireless service provider. When your NET10 is roaming, an indicator light on your NET10 Phone may display the word "Roam" or "RM" on the screen while the NET10 Phone is not in use. There are no additional charges for roaming calls with your NET10 Phone. NET10 does not guarantee the availability and/or quality of Services (voice, text and/or data) while roaming. Access to Mobile Web Services may not be available while roaming.

**13. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT:** Your Service may be unavailable, interrupted, delayed or limited for a variety of reasons outside of NET10's control. Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, NET10 reserves the right to substitute and/or replace any NET10 equipment (including phones) with other NET10 equipment including phones of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular NET10 Phone may not be available on your NET10. NET10 does not warrant or guarantee the availability of network Services or of any other services at any specific time or in any specific geographic location or that Services will be provided without interruption. Neither NET10, 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 NET10 Phone outside during a lightning storm. You should also unplug the NET10 power cord and charger to avoid electrical shock and/or fire during a lightning storm. 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.

**14. LIMITED WARRANTY:** A new NET10 Phone is covered by a one year limited warranty administered by NET10 and TracFone Wireless, Inc. A reconditioned NET10 Phone also has a one year limited warranty provided by NET10 and all NET10 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 NET10.

Apple products are covered by a one-year Limited Warranty offered and administered by Apple. Please see [apple.com](http://apple.com) for more information.

**How to obtain Warranty Service:** To obtain warranty service from NET10 on a new or reconditioned NET10 Phone or NET10 accessories, please contact Technical Support at 1-877-836-2368. If your problem cannot be remedied over the phone, our NET10 technicians will provide you with a Return Authorization Number, which you will use to send your NET10 Phone or accessories to the designated NET10 Service Center for repair or replacement, at NET10's option.

**Exclusions and Conditions:** This limited warranty does not cover damage or failure caused by abuse or misuse of the NET10 Phone or NET10 accessories. NET10 does not provide refunds. **YOUR LIMITED**

WARRANTY EXCLUDES ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE PROVIDED BY LAW.

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

**15. INDEMNIFICATION:** You agree to indemnify and hold harmless NET10 and TracFone Wireless, Inc. 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 NET10 and NET10 Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

**16. DISPUTE RESOLUTION:** You agree that you will first contact us with any dispute and provide a written description of the nature of the dispute, all relevant documents and other information concerning the dispute and your proposed resolution before taking any legal action. If we are unable to reach a resolution of your dispute within 60 days of your notice to us, you agree that instead of filing a lawsuit or small claims action in a court of law, you will submit the dispute to binding arbitration as set forth in this provision. You may forward your dispute to: TracFone Wireless, Inc., Attn: Executive Resolution Department, 9700 NW 112 Avenue, Miami, FL 33178.

**BINDING ARBITRATION: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF CERTAIN DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING WITH YOUR NET10 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 ANY DISPUTE. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF NET10'S AGREEMENT WITH YOU.** This provision is intended to encompass all consumer disputes or claims arising out of your relationship with NET10, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude NET10 from bringing claims concerning the unauthorized sale, export, alteration and/or tampering with your NET10, its software, the Services and/or PIN numbers, in state or federal court and such claims are expressly excluded from this arbitration provision. References to you and NET10 include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns. All customer or consumer claims will be resolved through binding arbitration where permitted by law. Before you may pursue your claim in arbitration, you must first present any claim or dispute to NET10 by contacting Customer Care to allow an opportunity to resolve

the dispute prior to initiating an arbitration proceeding. 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 [adr.org](http://adr.org) or by contacting the AAA at 1-800-778-7879. You and NET10 agree that 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 NET10 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 of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision 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 NET10 in accordance with the AAA Rules, except that NET10 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) any right to pursue any claims on a class or consolidated basis or in a representative capacity, (ii) the right to a trial by jury and (iii) any claims for punitive or exemplary damages. Unless NET10 and you agree otherwise, the location of any arbitration shall be Miami, Florida. The arbitrator shall apply the law of the State in which You, the customer, reside to the dispute. Except where prohibited by law, NET10 and you agree that no arbitrator has the authority to award special, consequential and/or punitive damages or any other damages other than the prevailing party's actual damages. Neither you nor NET10 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.

**17. PRIVACY POLICY:** To view the NET10 Privacy Policy, refer to our website at [NET10.com](http://NET10.com).

#### **ADDITIONAL TERMS AND CONDITIONS FOR THE NET10 UNLIMITED SERVICE PLANS**

These Terms and Conditions apply to the NET10 Unlimited Service Plans ("NET10 Unlimited Plan"). These Terms and Conditions may be modified at any time without notice. The most current Terms and Conditions of Service are available on the NET10 website at [NET10.com](http://NET10.com). By enrolling in and/or receiving Service under a NET10 Unlimited Plan and/or redeeming a NET10 Unlimited or NET10 Unlimited International Plan Airtime Card or PIN, you agree or reaffirm your agreement to be bound by the most current Terms and Conditions of Service posted on our website.

Customers who are currently enrolled in a NET10 Unlimited Service Plan with automatic monthly recurring charges (the "NET10 Unlimited Recurring Charge Plan") may continue their enrollment in the NET10 Unlimited Recurring Charge Plan until the earlier of: (1) the customer elects to de-enroll from the NET10 Unlimited Recurring Charge Plan; (2) the customer is de-enrolled from the NET10 Unlimited Recurring Charge Plan pursuant to these Terms and Conditions; or (3) there is an interruption in the customer's recurring monthly payment resulting in their automatic de-enrollment from the NET10 Unlimited Recurring Charge Plan. Any customer who is de-enrolled from the NET10 Unlimited Recurring Charge Plan will not be eligible for re-enrollment and must purchase a NET10 Pay As You Go Airtime Card or NET10 30 Day Monthly Plan Card in order to reactivate and/or continue their NET10 Service. The NET10 Unlimited Recurring Charge Plan is not available to new customers or existing NET10 customers who are not already enrolled in the NET10 Unlimited Recurring Charge Plan.

**18. NET10 UNLIMITED PLAN:** The NET10 Unlimited Plan includes unlimited nationwide local and long distance calling, unlimited nationwide text and picture messaging and unlimited data or mobile web access when available. The unlimited plan includes up to 2.5 GB of high speed data during each 30 day plan cycle. After reaching that usage, data will continue at 2G speeds for the remainder of the 30 day cycle. High speed data is restored once a new 30 day service plan is added. Actual data speeds are subject to your wireless device's capabilities, coverage available in your local area and existing network conditions. The NET10 Unlimited Plan is not available in all areas. NET10 may modify or cancel the NET10 Unlimited Plan at any time and for any reason without prior notice. The NET10 Unlimited Plan may not be combined with any other discount or promotion. National Roaming capability may be discontinued or changed at any time without notice. NET10 reserves the right to terminate the Service of any NET10 customer who is roaming for 50% or more of usage in any 3 billing cycles within a 12 month period.

**19. DATA (OR "MOBILE WEB SERVICE") FOR THE NET10 UNLIMITED PLAN:** With certain NET10 phone models, you can access Mobile Web Services through WAP and WEB. Mobile Web Services are additional services offered by NET10. Access to the Mobile Web is included in your NET10 Unlimited Plan with at least 2.5 GB of high speed data included with each 30 day plan added to your phone. After 2.5 GB, data will be provided at 2G speeds until the next 30 day plan is redeemed. High speed data is restored once a new 30 day service plan is added. Actual data speeds are subject to your wireless device's capabilities, coverage available in your local area and existing network conditions. You may incur additional charges for downloads or purchases.

In order to purchase and download graphics, applications and other content, your NET10 Phone must have active Service. You will not incur Access Charges under the NET10 Unlimited Plan, but you will be charged a Content Charge each time you select and purchase content to download. The Content Charges vary depending on the type of content and these must be paid for separately under the terms and conditions of the vendor from whom you are purchasing the content. You may purchase and add a NET10 Unlimited Minute Bundle to your account in order to purchase content, downloads, ringtones or other services from NET10. You may NOT complete these purchases using the balance in your NET10 Unlimited account without adding a NET10 Unlimited Minute Bundle.

IN ADDITION TO THE DISCLAIMERS SET FORTH IN THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT THE USE OF THE NET10 MOBILE WEB SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. NET10 MAKES NO WARRANTY THAT THE NET10 MOBILE WEB SERVICES WILL (i) MEET YOUR REQUIREMENTS, (ii) ALLOW ACCESS TO ALL THIRD PARTY SITES, OR (iii) BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. NO ADVICE OR INFORMATION OBTAINED FROM ANY OTHER SOURCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT OR THE NET10 MOBILE WEB SERVICES TERMS OF USE.

You are responsible for all activities undertaken by you using the NET10 Mobile Web Service, including without limitation, the use of email. You shall not use, nor permit others to use, NET10 Mobile Web Service in a manner or for a purpose contrary to these Terms and Conditions.

**20. NET10 UNLIMITED PLAN INTENDED USE:** The NET10 Unlimited Plan may ONLY be used with a NET10 Phone for the following purposes: (i) Person to Person Voice Calls (ii) Text and Picture Messaging and (iii) Internet browsing and ordinary content downloads. The NET10 Unlimited Plan MAY

NOT be used for certain unauthorized uses that adversely impact our service. Examples of unauthorized uses include, without limitation, the following: (i) continuous uninterrupted mobile to mobile or mobile to landline voice calls; (ii) automated text or picture messaging to another mobile device or e-mail address; (iii) uploading, downloading or streaming of uninterrupted continuous video; (iv) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer ("P2P") file sharing; or (v) as a substitute or backup for private lines or dedicated data connections. A customer engaged in unauthorized uses may have his/her Service throttled and/or terminated. **Customers will be provided notice and an opportunity to take corrective action with respect to unauthorized uses before their service is terminated.**

Unlimited voice Services may not be used for monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing activity, autodialed calls, or robocalls. NET10 reserves the right to cancel or deactivate Service, or reduce data throughput speeds, in order to protect the Carrier's network from harm due to any cause including, without limitation, the excessive and/or unauthorized use of NET10 Service. NET10 reserves the right to limit throughput or amount of data transferred, and to deny or terminate Service, to anyone NET10 believes is using the NET10 30 Day Unlimited Plan Service in an unauthorized manner or whose usage, in NET10's sole opinion, adversely impacts the Carrier's network or customer service levels. NET10 will presume you are engaging in an unauthorized use in violation of these Terms and Conditions, if in NET10's sole opinion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your talk, text or data usage is harmful or disruptive to the Carrier's network or service levels. If we determine, at our sole discretion, that you are using the NET10 30 Day Unlimited Plan Service in violation of the NET10 Terms and Conditions of Service, or in any other manner that we deem to be unreasonable or excessive, then we may terminate individual calls or data connections, terminate or reduce data throughput or terminate your Service, decline to renew your Service, or offer you a different Service plan with no unlimited usage component.

NET10 may discontinue providing Service to you, discontinue your account, terminate data connections and/or reduce data throughput speeds for customers whose usage, in the sole judgment of NET10: (1) appear likely to generate abnormally high call volumes or Mobile Web Access and data usage and/or abnormally long average call lengths or Mobile Web Access and data usage as compared to the usage of other NET10 customers; (2) may be harmful, disruptive, or interfere with the Carrier's network, NET10's service or the ability to provide quality service to other customers. By initiating Service and placing or receiving calls, you acknowledge and agree to NET10's right to terminate your Service under these circumstances.

NET10 may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of this agreement.

**NET10 UNLIMITED PLAN FEATURES CANNOT BE USED FOR:** (1) access to the Internet, intranets, or other data networks except as the device's native applications and capabilities permit (excluding all Hotspot applications), (2) any applications that tether your NET10 Phone to a laptop or personal computer other than for the use of Wireless Sync, or (3) any applications that allow your NET10 Phone to act as an internet access point or Wi-Fi for other devices and computers.

**NET10 UNLIMITED INTERNATIONAL LONG DISTANCE CARD ADDITIONAL TERMS AND CONDITIONS**  
These additional Terms and Conditions apply to customers who purchase and/or use the NET10

Unlimited International Long Distance Card (the "Unlimited ILD Card"). By purchasing or using the Unlimited ILD Card, the user (or "You") accept/s the rates, terms, and conditions ("ILD Terms") set forth below as such Terms are updated from time to time on our website.

Please read these additional Terms and Conditions of Service carefully. These additional Terms and Conditions of Service are a legally binding agreement between you and NET10. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. NET10 reserves the right to change or modify any of these Terms at any time and in its sole discretion. Any changes or modifications to these ILD Terms will be binding upon you once posted on our website at **NET10.com**. NET10 is a brand and service of TracFone Wireless, Inc.

**21. NET10 UNLIMITED ILD CARD DESTINATIONS INCLUDED:** The NET10 Unlimited ILD Card will allow you to place calls to select destinations internationally (the "ILD Service"). It will not allow you to place calls to all destinations or to all countries. The service excludes calls to higher cost cellular, non-geographic and premium numbers. The destinations which are available may change without notice at any time. The NET10 Unlimited ILD Card is not a substitute for regular international calling services. The NET10 Unlimited ILD Card excludes certain call types such as calls to non-geographic and premium numbers. In order to determine if your destination of choice is available on the service, you may call 1-877-TEN-CENT (1-877-836-2368) or check our website at [net10.com/internationalcalling](http://net10.com/internationalcalling).

Each mobile phone will be allowed to call up to 15 unique destination numbers per 30-day period. The 15 unique destination numbers automatically resets when the Account is renewed each service period. You can review your destinations at [net10.com/internationalcalling](http://net10.com/internationalcalling). If you want to call a destination or telephone number which is not part of this Unlimited ILD Service, you may purchase and utilize a prepaid international \$10 Global card.

**IMPORTANT NOTICE FOR CUSTOMERS CALLING MEXICO:** Calls to cellular phones in Mexico are limited to 400 minutes every 30 day service period.

**\$10 Global Service:** All Plans are subject to the ILD Term and Conditions of Service. The rates to specific countries, regions or cities are available at [net10.com/internationalcalling](http://net10.com/internationalcalling). All rates are subject to change at any time without prior notice. Calls are billed in one-minute increments. Expiration period of 180 days after last purchase or 30 days after your NET10 service is suspended.

**Adding a \$10 Global Card:** You may refill your \$10 balance in \$10 increments on the [net10wireless.com](http://net10wireless.com) website either when you 1) purchase a service card or 2) visit my account and elect to buy another card or 3) visit [net10.com/internationalcalling](http://net10.com/internationalcalling) and select the \$10 card option. The mobile phone number you provide when purchasing this international calling card will be the service line that is permitted to dial internationally. You are responsible for preventing the unauthorized use of Your Account and the Service, and You are responsible for any reduction in value of Your Account arising out of authorized and unauthorized use. Your Global Card airtime will expire after 180 days of non-use, or after 30 days of inactive NET10 service.

**Suspending/Canceling the Service:** You agree not to use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with Our ability to provide the Service to You or to other customers; or (2) violates applicable law or this Agreement; or (3) avoids Your obligation to pay for the Service; or (4) is not for consumer use. You agree not to resell the Service or to use the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to Our business, reputation, employees, facilities, third parties or to the public generally.

International telephone service may be provided by other carriers, many of whom may not have a direct contractual relationship or service level agreement with NET10. In addition, the service provided by these third parties may not be the same as service provided in the United States or by other international long distance carriers. Events beyond our control may affect the availability and/or quality of service.

**22. NET10 UNLIMITED ILD CARD INTENDED USE:** The NET10 Unlimited ILD Card is intended for live dialogue between, and initiated by, two individuals for personal use, and not for commercial use or resale. Personal use is defined as calls originated by the owner of the cell phone (mobile phone) and/or handset to an international destination to initiate conversation between two individuals. It may not be used for any other purpose including, but not limited to, conference calling, monitoring services, data transmission of data, broadcasts and/or recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals. The service is not for commercial use or resale. Loaning or renting your handset (mobile or cell phone) or service to other persons for their use or calling, hosting, establishing or maintaining a Chat Line is not considered personal use. We will presume a customer is engaged in non-personal use in violation of our **terms and conditions** if their international long distance calling usage exceeds three times the average usage of our ILD subscriber base, and we reserve the right to suspend, terminate or restrict your services with no prior notice.

**23. VIOLATION OF NET10 ILD TERMS:** NET10 will presume certain usage, dialing, or calling patterns to indicate that You are using the ILD Service in violation of these Terms and Conditions and We reserve the right to suspend, terminate or restrict Your Services without prior notice. If You believe that We are in error, You may contact Customer Service at 1-877-TEN-CENT (1-877-836-2368) and depending on the circumstances, We may reactivate Your Unlimited ILD Service. If, however, You continue your usage, dialing or calling patterns that We deem connote non-personal use in violation of these **terms and conditions**, We reserve the right to suspend, terminate or restrict Your Services with no prior notice. You will not receive a refund if your service is terminated for violating these **terms and conditions**.

**24. EXCLUSION OF WARRANTIES:** No warranty, express or implied, is made regarding the condition or fitness of the services offered or use of the service for any particular use or purpose, including warranties of title or implied warranties of merchantability or non-infringement. NET10 ILD Service does not authorize anyone to make a warranty on its behalf and you may not rely on any statement of warranty as a warranty by NET10.

You acknowledge that NET10 ILD Service is provided "AS IS" and NET10 makes no warranty to You or to any third party whatsoever, directly or indirectly, express, implied or statutory, as to the suitability, durability, description, quality, title, non-infringement, merchantability, completeness or fitness for use or purpose of the ILD Service. All such warranties are hereby expressly excluded and disclaimed. We also make no warranty that the ILD Service will be uninterrupted or error free. We do not authorize anyone, including, but not limited to, NET10 employees, to make any warranties on our behalf and You should not rely on any such statement. Your use of the NET10 ILD Service is solely at Your risk.

**25. LIMITATION OF LIABILITY:** Your NET10 ILD Service may be unavailable, interrupted, delayed or limited for a variety of reasons outside of NET10's control. NET10 ILD 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. NET10 does not warrant or guarantee availability of NET10 ILD Service at any specific time or in any specific geographic location or that the NET10 ILD Service will be provided without interference or interruption. Neither NET10, nor any Carrier, shall have any liability for service failures, outages or limitations of service. Not all services are available for purchase or use in all sales channels, in all areas or with all devices.

IN NO EVENT SHALL NET10, ITS EMPLOYEES, LICENSORS OR AFFILIATES BE LIABLE TO ANY PARTY FOR ANY LOSS OF PROFITS, REVENUE, SALES OR DATA; ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, OR LOSS OF BUSINESS INFORMATION; OR FOR ANY OTHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE NET10 ILD SERVICE, EVEN IF NET10 AND/OR ITS LICENSORS OR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH RESPECT TO JURISDICTIONS THAT MAY NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED IN SOME CASES, NET10, ITS EMPLOYEES, LICENSORS AND AFFILIATES' LIABILITY SHALL BE LIMITED TO US \$50.

**26. RIGHT TO TERMINATE:** NET10 reserves the rights to terminate your NET10 ILD service at any time without notice if your account is suspected of fraud, for any credit or debit card chargeback we receive or due to Your non-compliance with the NET10 Terms and Conditions of Service and/or with these Additional Terms and Conditions of Service governing the NET10 ILD Service.

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