

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



# SERVICES GUIDE

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**LG  
OPTIMUS DYNAMIC™**

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



PLEASE RECYCLE

QUAG-TFL38C



# THANK YOU FOR BUYING A TRACFONE!

LG OPTIMUS DYNAMIC™



# YOU MADE THE RIGHT CHOICE.

- 1. HEADSET JACK**
- 2. VOLUME**
- 3. MENU**  
Press to access menu options from any screen or application.
- 4. HOME**  
Press to access the Home screen. Press and hold to open the recently-used applications window.
- 5. CHARGER/USB DOCK**
- 6. PWR/LOCK**  
To turn your phone ON, press and hold PWR/LOCK until your screen lights up. To turn your phone OFF, press and hold PWR/LOCK until you get the Phone options menu then tap Power off. To confirm, tap OK.
- 7. BACK**  
Press to go back to the previous screen, menu or option.

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## 1. GET STARTED

- 1.1 WHAT'S IN YOUR PACKAGE
- 1.2 ACTIVATE YOUR TRACFONE
- 1.3 SET UP YOUR TRACFONE ACCOUNT

## 1.1 WHAT'S IN YOUR PACKAGE

TRACFONE



BACK COVER



CHARGER/  
USB CABLE



microSD™ CARD



BATTERY



ACTIVATION CARD



SERVICES GUIDE



## 1.2 ACTIVATE YOUR TRACFONE

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

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



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

### C. To Activate go to TracFone.com or call 1-800-867-7183 from another phone. You will need a TracFone Service Plan or a credit or debit card to complete your activation.

### D. To complete the Activation process, you MUST call \*22890 from your TracFone, wait for the confirmation message, and then make a call.

## 1.3 SET UP YOUR TRACFONE ACCOUNT

*My Account* can be created upon activation of your phone at TracFone.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:**

- See TracFone Programs
- Access Special Offers and Promotions
- Buy or Add a Service Plan
- Enroll in Monthly Value Plans
- Check Balance/Service End Date
- Update Personal Profile and Manage Credit Card Info
- Get International Calling Information
- View TracFone Support Forum
- View FAQs



## 2. ABOUT YOUR TRACFONE SERVICE

- 2.1 KEEP YOUR SERVICE ACTIVE
- 2.2 KNOW YOUR SERVICE PLANS AND REFILL OPTIONS
- 2.3 KNOW YOUR SERVICE ENROLLMENT OPTIONS

## 2.1 KEEP YOUR SERVICE ACTIVE

### IMPORTANT

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

TracFone Airtime Plans add Minutes and Service Days to your phone. To find your Service End Date, go to our website at [TracFone.com](http://TracFone.com) and log into your Account or you can call our Customer Care Center at **1-800-867-7183**.



Keep your Service Active with a variety of Airtime cards and Monthly Plans. Choose the option that best fits your needs. You can change or add plans at any time without penalties or fees.

## 2.2 KNOW YOUR SERVICE PLANS AND REFILL OPTIONS

### A. Pay As You Go

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



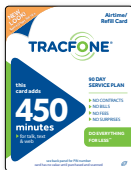
60 MINUTES  
90 DAYS



120 MINUTES  
90 DAYS



200 MINUTES  
90 DAYS



450 MINUTES  
90 DAYS

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



400 MINUTES  
365 DAYS

TracFone Airtime and Data rates and the availability or selection of Airtime and Data Plans may vary and are subject to change without notice. Airtime and Data Plans are not returnable or refundable.

## B. Data Add-On

Convenient Data Card options let you add on Data, as long as your Service is Active.

- ▶ Data Card add-ons are available for TracFone Android™-powered phones as long as your service is active. Once you Activate your phone with one of the TracFone Airtime Plans, you can add a Data Plan as necessary. The Data Plans will not add service days. Data only plans do not Double or Triple.
- ▶ Data cards will be available at retail locations and at TracFone.com. If you need additional assistance, please call our Customer Care Center at 1-800-867-7183.



## C. Buy Airtime or Data Plans

- ▶ AT RETAILERS NATIONWIDE: Airtime and Data Cards are available at over 90,000 retail stores nationwide. Find a retailer by visiting [TracFone.com/retailers](http://TracFone.com/retailers).
- ▶ ONLINE: Visit us at [TracFone.com](http://TracFone.com) and select the Airtime tab. Follow the prompts to complete your purchase.
- ▶ BY CALLING: Call our Customer Care Center at 1-800-867-7183 to purchase Airtime before your Service End Date. You may also purchase a Data Plan and add it to your TracFone at any time as long as your service is Active.

## 2.3 KNOW YOUR SERVICE ENROLLMENT OPTIONS

### A. Monthly Airtime Plans

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

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

Enroll your TracFone in an Airtime Plan and enjoy these benefits:

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

### B. Where To Enroll

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

To enroll:

- ▶ Go to [TracFone.com/valueplans](https://www.tracfone.com/valueplans)

OR

- ▶ Call us at 1-800-964-4836



## 3. HOW TO USE YOUR TRACFONE

- 3.1** UNLOCK YOUR SCREEN
- 3.2** FIND YOUR SERIAL NUMBER
- 3.3** FIND YOUR PHONE NUMBER
- 3.4** MAKE AND RECEIVE CALLS
- 3.5** MAKE INTERNATIONAL CALLS
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- 3.7** SET UP YOUR VOICEMAIL
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- 3.9** SET UP YOUR BLUETOOTH®
- 3.10** TAKE AND SHARE YOUR PICTURES
- 3.11** PERSONALIZE WITH RINGTONES AND MORE
- 3.12** MANAGE APPLICATIONS
- 3.13** USE THE MOBILE INTERNET SERVICES
- 3.14** SECURITY SETTINGS
- 3.15** ADDITIONAL FEATURES
- 3.16** TIPS



## 3.1 UNLOCK YOUR SCREEN

To unlock your screen, slide your finger from the bottom of the screen to the top of the screen. If the screen is dark, simply press **PWR/LOCK** to enable it.



## 3.2 FIND YOUR SERIAL NUMBER

1. From the main screen, press the **MENU** key.
2. Tap **Settings**.
3. Slide your finger upwards along the screen to access additional options. Tap **About phone**.
4. Tap **Status**. Locate the row that says **MEID (Decimal)**. The number series that appears there is your phone's Serial Number.
5. To return to the main screen, press the **HOME** key.

## 3.3 FIND YOUR PHONE NUMBER

1. From the main screen, press the **MENU** key.
2. Tap **Settings**.
3. Slide your finger upwards along the screen to access additional options. Tap **About phone**.
4. Tap **Status**. Your phone number will appear under **My phone number**.
5. To return to the main screen, press the **HOME** key.

See inside front cover for help locating your phone keys.

## 3.4 MAKE AND RECEIVE CALLS

### Make a Call

1. From the main screen, tap the **Phone** icon at the bottom of the screen. *If the dial pad does not appear on the screen, tap the **Phone** tab located in the upper left hand corner of the screen.*
2. Enter the phone number you wish to call, including the 3-digit area code. Entering a 1 before the area code may be necessary in some areas. To place the call, tap the **Phone** icon
3. To end the call, tap the **End** icon.

### Receive a Call

1. To answer an incoming call, swipe **Answer** from left to right.
2. To end the call, tap **End**.

## 3.5 MAKE INTERNATIONAL CALLS

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

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

## AVAILABLE INTERNATIONAL DESTINATIONS

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

Albania - Tirana (355)	Colombia (57)
Andorra (376)	Costa Rica (506)
Argentina (54)	Croatia (385)
Australia (61)	Cyprus - Cellular (357)
Austria (43)	Cyprus (357)
Bahamas - Cellular (1)	Czech Republic (420)
Bahamas (1)	Denmark (45)
Bangladesh - Cellular (880)	Dominican Republic (1)
Bangladesh - Chittagong (880)	Estonia (372)
Bangladesh - Dhaka (880)	Finland (358)
Bangladesh - Sylhet (880)	France (33)
Belgium (32)	French Antilles (596)
Bermuda - Cellular (1)	French Guiana - Cellular (594)
Bermuda (1)	French Guiana (594)
Bolivia - La Paz (591)	Georgia (995)
Bolivia - Santa Cruz (591)	Germany (49)
Brazil (55)	Gibraltar (350)
Brunei - Cellular (673)	Greece (30)
Brunei (673)	Guadeloupe (590)
Bulgaria (359)	Guatemala - Telgua (502)
Canada - Cellular (1)	Hong Kong - Cellular (852)
Canada (1)	Hong Kong (852)
Chile (56)	Hungary (36)
China - Cellular (86)	Iceland (354)
China (86)	India - Cellular (91)
Colombia - Cellular (57)	India (91)

Indonesia - Cellular (62)	Poland (48)
Indonesia - Jakarta (62)	Portugal (351)
Indonesia - Surabaya (62)	Romania (40)
Iraq - Baghdad (964)	Russia - Cellular (7)
Ireland (353)	Russia (7)
Israel (972)	San Marino - Cellular (378)
Italy (39)	San Marino (378)
Japan (81)	Saudi Arabia - Riyadh (966)
Jordan (962)	Singapore - Cellular (65)
Kazakhstan (7)	Singapore (65)
Kenya - Nairobi (254)	Slovakia (421)
Lithuania (370)	Slovenia (386)
Luxembourg - Cellular (352)	South Korea - Cellular (82)
Luxembourg (352)	South Korea (82)
Macao - Cellular (853)	Spain (34)
Macao (853)	Sweden (46)
Malaysia - Cellular (60)	Switzerland (41)
Malaysia (60)	Taiwan - Cellular (886)
Malta (356)	Taiwan (886)
Mexico (52)	Thailand (66)
Monaco (377)	Turkey (90)
Netherlands (31)	United Kingdom (44)
New Zealand (64)	Uzbekistan (7)
Norway (47)	Venezuela (58)
Panama (507)	Vietnam - Ho Chi Minh (84)
Paraguay (595)	Zambia (260)
Peru (51)	

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

#### D. TracFone Frequent Numbers Service

With TracFone, making international calls is really easy! Our Frequent Numbers Service offers you up to ten U.S. 800 numbers, which you can link to your most frequently dialed international numbers in any of our available international destinations (with this service, you do not need to follow steps A, B and C from section 3.5).

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

Visit our International Long Distance website at [TracFone.com](http://TracFone.com) or call our Customer Care Center at 1-800-867-7183 to set up this service for free.

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

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

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

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

## 3.6 SET UP YOUR GOOGLE™ ACCOUNT

To access the Google Play™ Store, as well as other applications on your phone, you will need to add or create a free Google Account (i.e. Gmail Account).

1. From the main screen, tap the **Gmail** icon.
2. Follow the instructions on your screen to add your Google Account.
3. To return to the main screen, press the **HOME** key.

The first Google account that you register to your phone will be your Primary Google account. Once you register a Google Account to your phone, your contacts, calendar entries, and Gmail will sync with your primary Google Account. It can take up to 15 minutes for your phone to sync with the Google server.

## 3.7 SET UP YOUR VOICEMAIL

1. From the main screen, tap the **Phone** icon at the bottom of the screen. *If the dial pad does not appear on the screen, tap the **Phone** tab at the top of the screen.*
2. Press and hold the **1** key for several seconds. Your phone will automatically call Voicemail. Once the call is connected, follow the voicemail prompts.
3. To end the call, tap the **End** icon.

## 3.8 SEND TEXT MESSAGES

1. From the main screen, tap the **Messaging** icon.
2. Tap **New message**.
3. Tap **To** and enter the mobile number or contact name of the desired recipient. If entering the contact, tap the name when it appears.
4. Tap **Enter message** and enter the message you wish to send.
5. When finished, tap **Send**.
6. To return to the main screen, press the **HOME** key.



To access the horizontal QWERTY keyboard, simply turn your phone to the horizontal position.

ENTER  
RECIPIENT



TAP TO  
ENTER  
MESSAGE



## 3.9 SET UP YOUR BLUETOOTH®

To pair your phone with a Bluetooth headset, make sure that both are fully charged. Have your headset within a range of 30 feet from your phone. Make sure your device is **ON** and in Pairing or Bonding Mode (refer to the user guide of the device you are attempting to pair with). Please remember that you can connect to only one device at a time.

1. From the main screen, press the **MENU** key.
2. Tap **Settings**.
3. Tap **Wireless & networks**.
4. Tap **Bluetooth settings**.
5. Tap **Bluetooth** to turn it on, if necessary. You know that Bluetooth is **ON** when the checkmark next to the word Bluetooth is blue.
6. Tap **Scan for devices**. A list of the available Bluetooth devices will be populated.
7. Tap the name of the desired device and wait for the devices to pair. If you are prompted for a PIN, please refer to your headset's user guide. A commonly used PIN for headsets is **0000**. Enter the PIN into your phone and tap **OK**.
8. To return to the main screen, press the **HOME** key.

## 3.10 TAKE AND SHARE YOUR PICTURES

### Take a Picture

1. From the main screen, tap the **Applications** icon.
2. Tap the **Camera** icon.
3. To take a picture, tap the **Capture** icon. The picture will be automatically saved in your Gallery.

### Share your Picture

1. Tap the **Picture** icon in the corner of the screen. Your phone will display the last image captured. If your sharing options do not appear on the screen, simply tap the screen.
2. Tap the **Menu** icon at the bottom of the screen.
3. Tap **Share**.
4. Tap **Messaging**.
5. Tap **To**. Enter a mobile number or a contact name. If entering the contact, tap the name when it appears.
6. Tap **Enter message** and enter your desired message.
7. When finished, tap **Send**.
8. To return to the main screen, press the **HOME** key.

## 3.11 PERSONALIZE WITH RINGTONES AND MORE

### A. Personalize with Ringtones

1. From the main screen, press the **MENU** key.
2. Tap **Settings**.
3. Tap **Sound**.
4. Tap **Phone ringtone**.
5. Tap the ringtone of your preference to select and listen to it. Slide your finger along the screen to see additional options.
6. When satisfied with your selection, tap **OK**.
7. To return to the main screen, press the **HOME** key.

### B. Personalize with Graphics

1. From the main screen, press the **MENU** key.
2. Tap **Wallpaper**.
3. Select the folder that contains the graphic you wish to use.
4. Thumbnails of the available images will be displayed. Tap the one you want to use as your wallpaper. *You may need to size and frame the image.*
5. Tap **Set Wallpaper** or **Save**.

### C. Download Applications and Content

From the main screen, tap the **Play Store** icon to access the Google Play™ Store. Browse thousands of apps, games, music and more.

#### The Play Store

With Android™-powered phones, you can access over 700,000 free and pay-for apps that are available at the Play Store. To purchase content or an app from the Play Store, you will need a Gmail account and a credit or debit card. The purchases you make are a transaction between you and Google and/or the Application Developer. **Customer Care will not be able to provide technical assistance or refunds/credits for your purchases.** We suggest that before you purchase any apps, that you look at the reviews about those that you are interested in purchasing. The Play Store may allow app orders to be cancelled within 15 minutes. Please refer to the Play Store website for details. If you receive an error code during the purchase process, visit [google.com/support/googleplay](http://google.com/support/googleplay).

## 3.12 MANAGE APPLICATIONS

1. From the main screen, press the **MENU** key.
2. Tap **Settings**.
3. Tap **Applications**.
4. Tap **Manage applications**.
5. Note that there are 4 tabs at the top of the screen; to see what apps are currently running, tap the **Running** tab.
6. Tap the application that you would like to manage, and choose what you would like to do.
7. To return to the main screen, press the **HOME** key.

*Applications running in the background can drain the battery and slow down the processing speed of your phone.*

## 3.13 USE THE MOBILE INTERNET SERVICES

The Tracfone Mobile Web allows you access to news, sports, weather, entertainment, and more directly from your phone. To access the TracFone Mobile Web, tap the **Browser** icon near the bottom of your screen. Your phone will then connect to the Mobile Web.

Access and Data consumption begins when your phone makes a data connection and ends when the data connection terminates. Total Access and Data Consumption Charges will depend on the size of the content and the actual time it takes to download or transmit the content or multimedia message, and to access or view the Information Service. For additional information about Data consumption charges, refer to the TracFone Wireless Terms and Conditions of Service at **TracFone.com**.

**IMPORTANT:** After your phone is Active, it may take up to 1 hour to access Mobile Web Services.

## 3.14 SECURITY SETTINGS

### Set your Screen Lock options

There are several security options that will protect your data and limit access to your phone. To set up your preferences:

1. Press **MENU > Settings > Location & security > Set up screen lock**. Select the Screen Lock that you prefer.
2. Follow the on-screen prompts to set up the security option of your choice.

### Forgot your security setting?

- ▶ If you attempt to unlock your screen more than 5 times and have registered your Gmail account to your phone, simply tap on **Forgot pattern?** once it appears at the bottom of your screen and then sign into your primary Gmail account. This will unlock your screen, but you will need to create a new screen lock.
- ▶ If you are still unable to unlock your screen, please call the Customer Care Center at 1-800-867-7183 to reset your phone. Be aware that this erases all data from the internal memory of your phone and restores the phone to the original factory settings. Once your phone is reset, you can recover your synced information by logging into your primary Gmail account.

## 3.15 ADDITIONAL FEATURES

### A. Access or Replace A microSD™ Memory Card

Your phone accepts a microSD card of up to 32GB.

To access the card:

#### Locate the memory card

1. Power your phone **OFF**.
2. Remove the back cover using the raised portion on the top edge of the phone.
3. The microSD compartment is located on the left edge of the phone.

#### Remove the card

1. Gently slide the microSD card out of the compartment. *We recommend that you have your phone turned OFF before removing the microSD card. If not, make sure that the microSD card is not being used.*

#### Insert the card

1. Arrange the microSD card so that the gold bars on the card are facing down and gently slide it in until it clicks into place.
2. Replace the back cover.
3. Power your phone **ON**.



### B. Transfer Your Music Files

Your phone can play MP3, AAC, AMR, and WAV files. Before you try to transfer music files, you will need the USB cable provided with the phone, a microSD™ memory card, and a computer. Refer to your computer's user guide for instructions on how to transfer content.

Your phone does not support DRM protected music files. The unauthorized copying of copyrighted materials is contrary to the provisions of the Copyright laws in the United States and in other countries. This device is intended solely for copying non-copyrighted material, material for which you own the copyright, or material which you are legally permitted to copy. If you are uncertain about your right to copy any material, please contact your legal advisor.

For additional information and to learn more about how to use your phone, please refer to **Tracfone.com**.

## 3.16 TIPS

- ▶ **To access notifications in the Notifications Bar** at the top of the screen, slide your finger from the top of the screen and drag the Bar down. All new messages and notifications will be displayed; tap the notification you wish to see for direct access to it.
- ▶ **Your phone has several customizable screens** that give you easier access to your most commonly used content and applications.
  - Slide your finger across the screen in either direction to access the different home screens.
  - To move an icon to a particular screen, go to the screen where you want the icon to be, tap the Applications icon, then tap and hold the icon of the application you wish to move until it appears on the desired screen.



- ▶ **Your phone will automatically back up to your Gmail account.** In order for your contacts, paid apps, calendar, and Gmail to be restored when you set up an Android phone using the same primary Gmail account:
  1. Open your primary Gmail account and make sure that all the sync options are selected.
  2. Press **MENU > System settings > Accounts & sync.**
- ▶ **Multimedia and other files will need to be backed up manually.** To back up files like your photos and videos, search the Play Store to find the app that fits your needs.

### Don't wait until it's too late to back up your phone!

- ▶ **A Master or Factory Data Reset** erases everything on the internal memory of your phone including the Gmail account access. You should remember your Gmail account's user name and password before performing a factory reset. After a reset is performed, you can sync your information to your phone again by logging in to your primary Gmail account from your phone.
- ▶ **To extend your battery life,** follow some of the tips listed below:
  - Check Running Services and close any unnecessary applications.
  - Use the **Manage applications** feature to end/shutdown applications that are running in the background.
  - Turn off Bluetooth® and GPS when not in use.
  - Turn off automatic application sync.
  - Set Screen Timeout to the lowest setting (factory default is 30 seconds).
  - Reduce your data usage.
  - Reduce use of the Live Wallpapers.
  - Use the factory charger provided to avoid battery damage.

### Data Managing Tips

- ▶ **Wi-Fi®:** Use a secure Wi-Fi connection at home or other locations where it may be available. You can use a Wi-Fi finder app to help you locate available Wi-Fi networks. Connect to Wi-Fi before you stream music, video, and other data heavy content.
- ▶ **AUTO UPDATES:** Turn off auto updates on your apps or change your settings to update over Wi-Fi only.
- ▶ **PHOTOS:** Turn off automatic photo uploading or change your settings to upload on Wi-Fi only.
- ▶ **EMAIL:** Turn off push e-mail or set e-mail accounts to sync every hour or greater. You can also set e-mail accounts to update manually and get email only when you want it.
- ▶ **MOBILE WEBSITES:** Access the mobile web site version of your choice since full web sites require more data to view and browse them.
- ▶ **BACKGROUND APPS:** Turn off Apps running in the background. They constantly use data and can also slow down the processing speed of your phone.
- ▶ **USAGE ALERTS:** Download a Data Usage App to help you keep track of your data usage. With Android 4.0 and later versions, you can set a mobile data limit reminder in **Menu > System settings > Data usage.**

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



## TERMS AND CONDITIONS OF SERVICE

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

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

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

### 1. ACTIVATING AND USING YOUR TRACFONE

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

### 2. AIRTIME RATES

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

### 3. TEXT MESSAGING

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

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

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

#### 4. INTERNATIONAL CALLS

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

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

#### 5. ADDING AIRTIME

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

#### 6. AIRTIME CARDS

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

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

**Double and Triple Minutes for Life of Phone:** Some TRACFONE phones and Airtime Cards include a Double or Triple Minutes for Life feature. The double or triple minutes feature applies to the life of a single TRACFONE phone. The double or triple minutes feature is not transferable to another TRACFONE even

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

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

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

#### 7. AIRTIME VALUE PLANS

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

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

#### 8. AIRTIME ON DEMAND

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

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

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

### **10. AIRTIME USAGE**

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

### **11. EMERGENCY CALLS**

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

### **12. UNAUTHORIZED USAGE; TAMPERING**

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

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

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

### **13. COVERAGE MAPS**

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

### **14. ROAMING**

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

## 15. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

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

## 16. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

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

## 17. LIMITED WARRANTY

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

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

### Terms of Limited Warranty

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

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

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

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

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

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

#### **18. DISCLAIMER OF WARRANTIES**

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

#### **19. TRACFONE DATA SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Data Plans for TracFone Android Phones**

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

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

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

**Additional Information.** For more information on Data Services, please consult the Data Services Quick Guide. Additional information can also be found at [www.tracfone.com](http://www.tracfone.com).

## **20. OUR RIGHT TO TERMINATE YOUR SERVICE**

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

## **21. LIMITATION OF LIABILITY**

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

## **22. INDEMNIFICATION**

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

## **23. BINDING ARBITRATION**

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

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



## HEALTH AND SAFETY INFORMATION

### 24. GOVERNING LAW

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

### 25. PRIVACY POLICY

To view the TracFone Wireless Privacy Policy refer to the TracFone Wireless website found at [www.tracfone.com](http://www.tracfone.com).

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



**WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

### **Wash hands after handling.**

### **HAC**

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids. It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility. If you have questions about return or exchange policies, consult your service provider or phone retailer.

### **Part 15.19 statement**

This device complies with part 15 of FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

### **Body-worn Operation**

This device was tested for typical use with the back of the phone kept 0.59 inches (1.5 cm) from the body. To comply with FCC RF exposure requirements, a minimum separation distance of 0.59 inches (1.5 cm) must be maintained between the user's body and the back of the phone, including the antenna, whether extended or retracted. Third-party belt-clips, holsters, and similar accessories containing metallic components may not be used. Avoid the use of accessories that cannot maintain 0.59 inches (1.5 cm) distance between the user's body and the back of the phone and have not been tested for compliance with FCC RF exposure limits.

### **Consumer Information About Radio Frequency Emissions**

Your wireless phone, which contains a radio transmitter and receiver, emits radio frequency energy during use. The following consumer information addresses commonly asked questions about the health effects of wireless phones.

### **Are wireless phones safe?**

Scientific research on the subject of wireless phones and radio frequency ("RF") energy has been conducted worldwide for many years, and continues. In the United States, the Food and Drug Administration ("FDA") and the Federal Communications Commission ("FCC") set policies and procedures for wireless phones. The FDA issued a website publication on health issues related to cell phone usage where it states, "The scientific community at large ...believes that the weight of scientific evidence does not show an association between exposure to radiofrequency (RF) from cell phones and adverse health outcomes. Still the scientific community does recommend conducting additional research to address gaps in knowledge." That research is being conducted around the world and FDA continues to monitor developments in this field. You can access the joint FDA/FCC website at <http://www.fda.gov> (under "c" in the subject index, select Cell Phones > Research). You can also contact the FDA toll-free at (888) 463-6332 or (888) INFO-FDA. In June 2000, the FDA entered into a cooperative research and development agreement through which additional scientific research is being conducted. The FCC issued its own

website publication stating that "there is no scientific evidence that proves that wireless phone usage can lead to cancer or a variety of other problems, including headaches, dizziness or memory loss." This publication is available at <http://www.fcc.gov/cgb/cellular.html> or through the FCC at (888) 225-5322 or (888) CALL-FCC.

### **What does "SAR" mean?**

In 1996, the FCC, working with the FDA, the U.S. Environmental Protection Agency, and other agencies, established RF exposure safety guidelines for wireless phones in the United States. Before a wireless phone model is available for sale to the public, it must be tested by the manufacturer and certified to the FCC that it does not exceed limits established by the FCC. One of these limits is expressed as a Specific Absorption Rate, or "SAR." SAR is a measure of the rate of absorption of RF energy in the body. Tests for SAR are conducted with the phone transmitting at its highest power level in all tested frequency bands. Since 1996, the FCC has required that the SAR of handheld wireless phones not exceed 1.6 watts per kilogram, averaged over one gram of tissue. Although the SAR is determined at the highest power level, the actual SAR value of a wireless phone while operating can be less than the reported SAR value. This is because the SAR value may vary from call to call, depending on factors such as proximity to a cell site, the proximity of the phone to the body while in use, and the use of hands-free devices. For more information about SARs, see the FCC's OET Bulletins 56 and 65 at [http://www.fcc.gov/Bureaus/Engineering\\_Technology/Documents/bulletinso](http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletinso) or visit the Cellular Telecommunications Industry Association website at [http://www.ctia.org/consumer\\_info/index.cfm/AID/10371](http://www.ctia.org/consumer_info/index.cfm/AID/10371). You may also wish to contact the manufacturer of your phone.

### **Can I minimize my RF exposure?**

If you are concerned about RF, there are several simple steps you can take to minimize your RF exposure. You can, of course, reduce your talk time. You can place more distance between your body and the source of the RF, as the exposure level drops off dramatically with distance. The FDA/FCC website states that "hands-free kits can be used with wireless phones for convenience and comfort. These systems reduce the absorption of RF energy in the head because the phone, which is the source of the RF emissions, will not be placed against the head. On the other hand, if the phone is mounted against the waist or other part of the body during use, then that part of the body will absorb more RF energy. Wireless phones marketed in the U.S. are required to meet safety requirements regardless of whether they are used against the head or against the body. Either configuration should result in compliance with the safety limit." Also, if you use your wireless phone while in a car, you can use a phone with an antenna on the outside of the vehicle. You should also read and follow your wireless phone manufacturer's instructions for the safe operation of your phone.

### **Do wireless phones pose any special risks to children?**

The FDA/FCC website states that "the scientific evidence does not show a danger to users of wireless communication devices, including children." The FDA/FCC website further states that "some groups sponsored by other national governments have advised that children be discouraged from using wireless phones at all". For example, the Stewart Report from the United Kingdom ["UK"] made such a recommendation in December 2000. In this report a group of independent experts noted that no evidence exists that using a cell phone causes brain tumors or other ill effects. [The UK's] recommendation to limit cell phone use by children was strictly precautionary; it was not based on scientific evidence that any health hazard exists. A copy of the UK's leaflet is available at <http://www.dh.gov.uk> (search "mobile"), or you can write to: NRPB, Chilton, Didcot, Oxon OX11 0RQ, United Kingdom. Copies of the UK's annual reports on mobile phones and RF are available online at [www.iegmp.org.uk](http://www.iegmp.org.uk) and <http://www.hpa.org.uk/radiation/> (search "mobile"). Parents who wish to reduce their children's RF exposure may choose to restrict their children's wireless phone use.

**Where can I get further information about RF emissions?**

For further information, see the following additional resources (websites current as of April 2005):

**U. S. Food and Drug Administration**

FDA Consumer magazine November- December 2000

Telephone: (888) INFO-FDA

<http://www.fda.gov>

(Under "c" in the subject index, select Cell Phones > Research.)

**U.S. Federal Communications Commission**

445 12th Street, S.W.

Washington, D.C. 20554

Telephone: (888) 225-5322

<http://www.fcc.gov/oet/rfsafety>

**Independent Expert Group on Mobile Phones**

<http://www.iegmp.org.uk>

**Royal Society of Canada Expert Panels on Potential Health Risks of Radio Frequency Fields from Wireless Telecommunication Devices**

283 Sparks Street

Ottawa, Ontario K1R 7X9

Canada

Telephone: (613) 991-6990

[http://www.rsc.ca/index.php?page=Expert\\_Panels\\_RF &Lang\\_id=120](http://www.rsc.ca/index.php?page=Expert_Panels_RF &Lang_id=120)

**World Health Organization**

Avenue Appia 20

1211 Geneva 27

Switzerland

Telephone: 011 41 22 791 21 11

<http://www.who.int/mediacentre/factsheets/fs193/en/>

**International Commission on Non-Ionizing**

Radiation Protection c/o Bundesamt für

Strahlenschutz

Ingolstaedter Landstr. 1

85764 Oberschleissheim

Germany

Telephone: 011 49 1888 333 2156

<http://www.icnirp.de>

**American National Standards Institute**

1819 L Street, N.W., 6th Floor

Washington, D.C. 20036

Telephone: (202) 293-8020

<http://www.ansi.org>

**National Council on Radiation Protection and Measurements**

7910 Woodmont Avenue, Suite 800

Bethesda, MD 20814-3095

Telephone: (301) 657-2652

<http://www.ncrponline.org>

**Engineering in Medicine and Biology Society, Committee on Man and Radiation (COMAR) of the Institute of Electrical and Electronics Engineers**

<http://ewh.ieee.org/soc/embs/comar/>

**Consumer Information on SAR (Specific Absorption Rate)**

This model phone meets the Government's requirements for exposure to radio waves. Your wireless phone is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radiofrequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government. These FCC exposure limits are derived from the recommendations of two expert organizations, the National Council on Radiation Protection and Measurement (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). In both cases, the recommendations were developed by scientific and engineering experts drawn from industry, government, and academia after extensive reviews of the scientific literature related to the biological effects of RF energy.

The exposure limit for wireless mobile phones employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR is a measure of the rate of absorption of RF energy by the human body expressed in units of watts per kilogram (W/kg). The FCC requires wireless phones to comply with a safety limit of 1.6 watts per kilogram (1.6 W/kg). The FCC exposure limit incorporates a substantial margin of safety to give additional protection to the public and to account for any variations in measurements.

Tests for SAR are conducted using standard operating positions specified by the FCC with the phone transmitting at its highest certified power level in all tested frequency bands. Although SAR is determined at the highest certified power level, the actual SAR level of the phone while operating can be well below the maximum value. Because the phone is designed to operate at multiple power levels to use only the power required to reach the network, in general, the closer you are to a wireless base station antenna, the lower the power output.

Before a phone model is available for sale to the public, it must be tested and certified to the FCC that it does not exceed the limit established by the government adopted requirement for safe exposure. The tests are performed in positions and locations (e.g., at the ear and worn on the body) as required by the FCC for each model.

The FCC has granted an Equipment Authorization for this model phone with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines. The highest SAR value for this model phone when tested for use at the ear is 1.18 W/kg and when worn on the body, as described in this user's manual, is 0.72 W/kg. While there may be differences between SAR levels of various phones and at various positions, they all meet the government requirement for safe exposure.

SAR information on this model phone is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/ea/fccid/> after searching on FCC ID ZNFL38C.

To find information that pertains to a particular model phone, this site uses the phone FCC ID number which is usually printed somewhere on the case of the phone. Sometimes it may be necessary to remove the battery pack to find the number. Once you have the FCC ID number for a particular phone, follow the instructions on the website and it should provide values for typical or maximum SAR for a particular phone.

Additional information on Specific Absorption Rates (SAR) can be found on the Cellular Telecommunications Industry Association (CTIA) website at <http://www.ctia.org/>

\*In the United States and Canada, the SAR limit for mobile phones used by the public is 1.6 watts/kg (W/kg) averaged over one gram of tissue. The standard incorporates a substantial margin of safety to give additional protection for the public and to account for any variations in measurements.

### FCC Hearing-Aid Compatibility (HAC) Regulations for Wireless Devices

On July 10, 2003, the U.S. Federal Communications Commission (FCC) Report and Order in WT Docket 01-309 modified the exception of wireless phones under the Hearing Aid Compatibility Act of 1988 (HAC Act) to require digital wireless phones be compatible with hearing-aids. The intent of the HAC Act is to ensure reasonable access to telecommunications services for persons with hearing disabilities. While some wireless phones are used near some hearing devices (hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate.

The wireless telephone industry has developed a rating system for wireless phones, to assist hearing device users to find phones that may be compatible with their hearing devices. Not all phones have been rated. Phones that are rated have the rating on their box or a label located on the box. The ratings are not guarantees. Results will vary depending on the user's hearing device and hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated phone successfully. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

**M-Ratings:** Phones rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. M4 is the better/higher of the two ratings.

**T-Ratings:** Phones rated T3 or T4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. T4 is the better/higher of the two ratings.

Hearing devices may also be rated. Your hearing device manufacturer or hearing health professional may help you find this rating. Higher ratings mean that the hearing device is relatively immune to interference noise. The hearing aid and wireless phone rating values are then added together. A sum of 5 is considered acceptable for normal use. A sum of 6 is considered for best use.



In the example to the above, if a hearing aid meets the M2 level rating and the wireless phone meets the M3 level rating, the sum of the two values equal M5. This should provide the hearing aid user with "normal usage" while using their hearing aid with the particular wireless phone. "Normal usage" in this context is defined as a signal quality that's acceptable for normal operation.

The M mark is intended to be synonymous with the U mark. The T mark is intended to be synonymous with the UT mark. The M and T marks are recommended by the Alliance for Telecommunications Industries Solutions (ATIS). The U and UT marks are referenced in Section 20.19 of the FCC Rules. The HAC rating and measurement procedure are described in the American National Standards Institute (ANSI) C63.19 standard.

When you're talking on a cell phone, it's recommended that you turn the BT (Bluetooth) or WLAN mode off for HAC. According to HAC policy (KDB 285076), we state this handset has not been rated for hearing aid compatibility with respect to the WiFi capability.

**For information about hearing aids and digital wireless phones  
Wireless Phones and Hearing Aid Accessibility**  
<http://www.accesswireless.org/Home.aspx>

**FCC Hearing Aid Compatibility and Volume Control**  
[http://www.fcc.gov/cgb/consumerfacts/hac\\_wireless.html](http://www.fcc.gov/cgb/consumerfacts/hac_wireless.html)

### Part 15.105 statement

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

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.

- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

**Part 15.21 statement**

Changes or modifications that are not expressly approved by the manufacturer could void the user's authority to operate the equipment.

**Battery information and care**

Always unplug the charger from the wall socket after the phone is fully charged to save unnecessary power consumption of the charger.