

# **STRAIGHT TALK WIRELESS TERMS AND CONDITIONS OF SERVICE, AGREEMENT TO ARBITRATE DISPUTES, AND EXPRESS WRITTEN CONSENT TO RECEIVE COMMUNICATIONS FROM STRAIGHT TALK**

## **I. Agreement to Arbitrate Disputes**

## **II. Express Written Consent to Receive Communications**

## **III. Terms and Conditions of Service**

## **IV. International Long Distance Service**

## **V. Home Phone**

## **VI. Home Internet**

## **VII. Mobile Hotspots and Bring Your Own Tablet**

## **VIII. Return Policy**

## **IX. Limited Warranty**

## **X. Unlocking Policy**

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

**Binding Agreement.** Please read these Terms and Conditions of Service, Agreement to Arbitrate Disputes, and Express Written Consent to Receive Communications from Straight Talk ("Agreement" or "Terms and Conditions") carefully. These Terms and Conditions are a legally binding agreement between You and TracFone Wireless, Inc., a Delaware corporation that maintains its principal place of business in Miami, Florida (hereinafter referred to as "TracFone" or "Straight Talk"). Straight Talk is a registered trademark of TracFone Wireless, Inc., a Verizon company.

You must be of legal age in your state of residence in order to enter into this Agreement. Except where we've agreed otherwise elsewhere in this Agreement, this Agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this Agreement, without regard to the conflicts of laws and rules of that state.

**Acceptance of Terms and Conditions.** Your acceptance of the Terms and Conditions in this Agreement occurs when you do the earliest of any of the following actions (i) receive notice or a copy of the Straight Talk Terms and Conditions; (ii) give Straight Talk a written or electronic signature, or tell Straight Talk orally that You accept; (iii) use a Straight Talk Product ("Product") or Straight Talk Service ("Service"); (iv) activate or continue Service; (v) register Your Account with Straight Talk; (vi) use Your Service after Your Service is activated; (vii) make any addition or change to Your Service; or (viii) pay for Your Service or any Product. For assistance or more information, please contact Straight Talk Customer Care at 1-877-430-2355.

Straight Talk reserves the right to change or modify any of these Terms and Conditions at any time. Any changes or modifications to these Terms and Conditions are effective and will be binding upon you when posted on our website at [straighttalk.com](http://straighttalk.com). Because these Terms and Conditions are subject to change at any time, you should always check our website for the most current Terms and Conditions. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change, unless you want them to apply to a pending dispute. For assistance or more information about your Straight Talk Product or Service, please contact Straight Talk Customer Care at 1-877-430-2355.

## **I. Agreement to Arbitrate Disputes**

**Feedback**

**Important Notice:** Many customer concerns can be resolved quickly and to your satisfaction by contacting the Customer Care Department, at 1-877-430-2355. If we are unable to resolve your dispute, then you and we agree to resolve all disputes in arbitration or small claims court as described below.

**YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT,**

**EXCEPT TO THE LIMITS ON ARBITRATOR AUTHORITY SET FORTH BELOW. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN  
Get Weekly Deals THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY  
APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:**

**(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE) EXCEPT AS NOTED BELOW, OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM**

ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW IN PARAGRAPH 2. YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND STRAIGHT TALK AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AND THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM US. FOR CLAIMS OF \$25,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR STRAIGHT TALK CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR STRAIGHT TALK MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO STRAIGHT TALK SHOULD BE EMAILED TO VZValueNOD@verizon.com. THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE STRAIGHT TALK WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW STRAIGHT TALK TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO, YOU MUST SUBMIT A LETTER OR THE FORM AVAILABLE AT:

<https://www.tracfonewirelessinc.com/attorneyauthorizationform>

AUTHORIZING US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE STRAIGHT TALK FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(6) IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO PARAGRAPH 4 ABOVE OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE STRAIGHT TALK CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE STRAIGHT TALK CUSTOMERS AND COUNSEL FOR STRAIGHT TALK SHALL EACH SELECT FIVE CASES TO PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE CASES TO PROCEED TO ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS PARAGRAPH INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS PARAGRAPH.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

**(8) IF A COURT DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY SET FORTH IN SUBSECTION (3) OR THE PROCESS SET FORTH IN SUBSECTION (6) CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.**

**(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND STRAIGHT TALK AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THERE WILL NOT BE A JURY TRIAL. YOU AND STRAIGHT TALK UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

## **II. Express Written Consent to Receive Communications from Straight Talk**

By agreeing to these Terms and Conditions, you expressly consent to and authorize Straight Talk and its affiliates, agents, and its third-party representatives to use written, electronic or verbal means to contact you for any reason, including regarding information about your Service, Service reminders, payment reminders, payment confirmations, renewal confirmations, requisite notices and marketing of any kind, including offers, solicitations, and promotions. This consent includes but is not limited to contact by manual calling methods, prerecorded or artificial voice messages, text messages, push notifications, emails, and/or automatic telephone dialing systems. You agree that Straight Talk and its affiliates, agents, and its third-party representatives may, now or in the future, use any email address or the telephone number that you are assigned for your Straight Talk Service, to contact you for any reason, regardless of whether you incur charges as a result. You further agree that Straight Talk may contact you via email or text at ANY TIME.

Subject to your right to opt out as set forth below, this consent may not be revoked. You have the right to opt out from receiving marketing communications from Straight Talk at any time. You may exercise this right to opt out by, among other things, emailing us at [VZValueOptOut@verizon.com](mailto:VZValueOptOut@verizon.com), opting out or unsubscribing from email or SMS marketing through available set mechanisms, or calling 1-877-430-2355. If you choose to communicate your choice to opt out by emailing us, your email must indicate your name, Straight Talk phone number and device IMEI, and state that you are opting out from receiving marketing communications from Straight Talk.

## **III. Terms and Conditions of Service**

### **1. Activating Your Service**

To use Straight Talk Service, you must first purchase a Straight Talk phone or a Straight Talk SIM Kit ("SIM Kit") that can be used to activate a phone that is compatible with Straight Talk Service under the Bring your own phone program. At the time of purchase, you may be charged applicable taxes, fees or surcharges set by federal, state or local governments. To activate your phone, you must also purchase and redeem a Straight Talk wireless plan ("Plan"). For more information about our Plans, visit our website or see Section 3, below.

You may activate your Service by visiting our website at [straighttalk.com](http://straighttalk.com) or by calling our Customer Care Department from a phone other than the one you intend to activate. If you have purchased a SIM Kit to activate your own phone, follow the instructions that came with the SIM Kit to activate your Service. When you activate your Service, you will be provided with a telephone number unless you elect to transfer or "port-in" an existing telephone number you are using with another provider. In certain instances, you may not be able to transfer your existing telephone number for reasons outside of our control. 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 Service at any time without prior notice to you.

When you activate the Service, you will have the option of registering with us and creating an account ("Account") by providing your name, address, email address, Account PIN, and alternative contact telephone number. If you elect not to register at the time of activation, we may not be able to authenticate you as the valid customer and you may not be able to obtain copies of your call detail records except upon service of a valid subpoena or a court order. If we are unable to authenticate you, you may lose access to your account.

Straight Talk Service can only be activated where Straight Talk Service is offered and supported by Straight Talk. The wireless telecommunications networks used to transmit the voice, text, and data services that support the Service offered by Straight Talk are owned and operated by licensed commercial mobile radio service providers ("Carriers"), and not Straight Talk.

**Feedback** **Bring your own phone.** If you are activating your own compatible phone under the Bring your own phone Program, you are responsible for ensuring that the phone is unlocked, compatible with the Service, does not interfere with the Service, and that it complies with all applicable laws, rules and regulations. You are also responsible for ensuring that your phone meets all federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware and/or software required to use the Service. Not all aspects of the Service are available on all Carrier networks or will function on all phones, including phones activated under the Bring your own phone program. Some functions, including potentially e911 services, and features referenced in the manufacturer's manual provided with your phone may not be available when using the Service. Some Plans may not work on smartphones or on phones activated under the Bring your own phone program. Except for Straight Talk Mobile Hotspots and tablets activated under the Bring Your Own Tablet program (please see Section VII), 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.

All aspects of the Service, including Plan rates, offerings, features, functionality and other product specifications, are subject to change without notice or obligation. All talk and standby times are quoted in digital mode and are approximate. Plans have no cash value and are non-refundable. Plans cannot be transferred to another account nor can they be used with or transferred to another brand owned by TracFone Wireless, Inc. or another wireless service provider. No refunds or discounts will be given for (i)

unused Service that expires after your Service End Date; (ii) unused Service if your Phone is lost or stolen; or (iii) Plans purchased that are not compatible or supported by your Phone.

## **2. Termination of Service**

Either party may terminate this Agreement at any time. Termination of this Agreement will result in the immediate termination of your Service which may be reactivated if you elect to do so, subject to the acceptance of the then-current Terms and Conditions for Service at the time of such reactivation. Any Service which remains unused at the time of termination cannot be refunded or transferred to another person.

We may terminate this Agreement at any time without notice if we cease to provide Service in your area. We may interrupt, suspend, cancel, or terminate your Service without immediate notice to you for any conduct that we believe violates these Terms and Conditions, including, but not limited to, the following:

- (a) using or directing abusive, vulgar, derogatory, intimidating, or harassing language or conduct towards a Straight Talk representative, officer, employee, agent, or authorized retailer;
- (b) using your Service for any unlawful, fraudulent, or illegal purpose;
- (c) using your Service in any way that adversely affects the Service or the Carrier's network;
- (d) violating any term or condition contained in this Agreement.

Any term or provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive, including any limitation of liability, disclaimer of warranties, dispute resolution procedures, restrictions with respect to the use of a Product or Service and our Limited Warranty, Return Policy, and Privacy Policy.

## **3. Straight Talk Plans**

Your phone will only have Service after you have purchased and redeemed a Plan and so long as you have service days left on your Plan cycle. With the exception of multi-month plans, all Plans offered are on a monthly plan cycle where a month equals 30 days. You will have Service under your Plan so long as you do not reach your maximum allotment of minutes or data (to the extent they are capped) and so long as you have Service Days left on your plan cycle. The Services that come with our Plans (e.g., talk, text and data) vary and change from time to time. For the latest information about our Plans, including any limitation that may apply, please visit our website at [straighttalk.com](http://straighttalk.com) or call Customer Care.

## **4. Using Your Service**

**Service Days.** Once you start a new Plan cycle, you will lose any unused minutes, data, and Service Days remaining under your current Plan. You will not receive a refund or credit for any unused minutes, data or Service Days once you begin a new Plan cycle.

**Service End Date.** To keep your Service active, you must purchase and redeem a Plan prior to your Service End Date. If you purchase a Plan at a retail location, your Service Card will contain a PIN that you must redeem to activate your Service. Family Plan Service Cards will contain a separate PIN for each line. Your Service End Date is the last day of your Plan cycle and is determined by the date on which you activated your Service by redeeming a Plan with the day of activation being deemed day 1 of your monthly plan cycle. If you fail to redeem a new Plan prior to your Service End Date, your Account will be deactivated on your Service End Date and, if applicable, you may lose your phone number(s). To prevent this from occurring, please keep your Service active by purchasing and redeeming a Plan before your Service End Date. If your Account is deactivated, it may be reactivated by purchasing and redeeming a new Plan. Once reactivated, you may be assigned a new phone number. Note that, if you purchase a Family Plan at a retail location, you must redeem all of the PINs on your Service Card within thirty (30) days of each other. If you do not redeem additional Family Plan PINs within thirty (30) days of redeeming the first PIN on your Family Plan, you will forfeit the unredeemed PINs' value. All lines on a Family Plan will be due for refill on day 30 after the first line is activated with the day of activation of the first line being deemed day 1. Your day of activation is deemed effective as of 12:00 AM on the day you activate service regardless of the time you actually activate your service. This may result in a partial day of service being deemed a full day of service provided.

If you are renewing your Service online or enrolling in Auto Pay and you have multiple lines in your Account with different Service End Dates, your Account will be prorated on the earliest Service End Date. The line with the earliest Service End Date will renew on its regular date and extend your Service for that line for the next month. Your additional lines (lines 2-5) will be charged a lesser, prorated amount that will cover the period (less than the full month) until the first line's Service End Date. In the next Plan cycle, all lines will renew Service on the same date.

**Feedback**

Please note that if you elect to transfer or "port out" your telephone number to another provider, you will need to have available the Number Transfer PIN that we provide you, plus certain account information. Once your phone number is transferred, your Straight Talk Service will be deactivated immediately and you will lose any unused Service days remaining in your Plan. For assistance with this process, please contact Customer Care via any of our available channels.

**Straight Talk Auto Pay:** If you wish to purchase Plans on a recurring basis, you may enroll in Auto Pay by registering your preferred payment method, such as credit or debit card, and selecting the Auto Pay option for your Account via the [straighttalk.com](http://straighttalk.com) website; on your phone through the "My Account" app; or by calling Customer Care. When you enroll in Auto Pay, new Plans will be automatically purchased and redeemed to your Account up to 72 hours prior to your Service End Date and your preferred payment method will be automatically charged for the cost of the Plans you elected to purchase on a recurring basis. If you have multiple lines on your Account, when you enroll in Auto Pay, all lines on your account will be enrolled in Auto Pay and all lines will be charged for Auto Pay on the same date. By enrolling in Auto Pay, you agree to receive communications from Straight Talk regarding your enrollment including, without limitation, upcoming payment dates or unsuccessful payment notifications. In the

event that your Auto Pay payment is unsuccessful, Auto Pay will be suspended on your Account. If you make a payment within ten (10) days of an unsuccessful Auto Pay payment using the same or a new payment method, you agree that we may resume your Auto Pay enrollment so that your recurring Plan purchases will continue on a recurring basis. TracFone reserves the right to terminate this program at any time.

By enrolling in Auto Pay, you are authorizing TracFone to treat your electronic signature on the website(s), "My Account" app, and other digital channels (or your verbal agreement to the transaction in our automated telephone system or with customer service) as your consent for recurring payment transactions on your preferred payment method and you are indicating that you understand and accept these terms and conditions.

**Straight Talk Reserve.** With Straight Talk Reserve, you may purchase and add to your Account one or more Plans at a time. If you have a Plan in Reserve, it will be automatically applied to your Account prior to your Service End Date. You may redeem a Plan in Reserve at any time prior to your Service End Date, however, if you do so, you will lose any unused Service and Service Days left under your previous Plan. If you are enrolled in Auto Pay, the Plans in your Reserve will take precedence over Auto Pay and will be redeemed before an Auto Pay purchase is processed.

**Text Messaging.** Straight Talk does not 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 Straight Talk. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs through the use of a wireless phone.

You should not attempt to participate in Premium SMS campaigns, unless it is a Straight Talk authorized campaign. Any charges you may incur as a result of an attempt to participate in Premium SMS services or campaigns (not authorized by Straight Talk) are not refundable. Some Straight Talk Phone Models do not support text messaging to e-mail addresses.

## 5. Data Services

The majority of Straight Talk Plans provide data services. Your use of data services ("Data Usage") occurs whenever your phone is connected to the network and is engaged in any data transmission, including, but not limited to, (i) opening or using an internet browser or app in any way, including, but not limited to, app installations and updates; (ii) sending, receiving, or downloading any type of content, including, but not limited to, emails, documents, pictures, MMS messages or any other content; or (iii) if data access or a data connection is initiated in any other way or for any other purpose.

5G Ultra Wideband, 5G, 4G and 4G LTE are not available on all devices and in all locations. Access to the 5G Ultra Wideband, 5G, 4G and 4G LTE networks requires a capable device and SIM card, inside that network's coverage area. Actual availability, coverage, and speeds may vary. If your Plan comes with a fixed amount of high speed data, your data speed will be reduced to 2G speeds, as low as 128 kbps, for the remainder of your Plan cycle after you have reached your high speed data limit. Your data speed will be restored once your next Plan cycle begins unless you purchase a new Plan prior to the start of your next Plan cycle. If your data speed is reduced, the reduced speed may impact the functionality of some data applications, such as streaming audio or video or web browsing. Data transmitted over Wi-Fi does not count against your data usage. Certain Plans offer a mobile hotspot data allotment, allowing you to provide Data Services to an additional compatible device or devices. Mobile hotspot data speeds may vary.

Some apps, content, programs, and software that you download or that come pre-loaded on your phone automatically and regularly send and receive data transmissions in order to function properly, without you affirmatively initiating the request and without your knowledge. For example, apps that provide real-time information and location-based applications connect to our network and send and receive updated information so that it is available to you when you want to access it. We will deduct all Data Usage from the amount of high speed data provided by the Plan you purchased whenever your phone is engaged in a data connection, including any type of connection which you affirmatively initiate or those that run automatically in the background without your knowledge whether they are successful or not. The duration of your data connection and the associated Data Usage is not determined from the exact moment you press a button on your Phone. Data Usage may depend on the amount of data or content transmitted during a data connection and the amount of time it takes to send or receive the data or content being transmitted. If you cancel or attempt to cancel a data or content transmission in progress, or if the process is otherwise interrupted through no action on your part, you will still incur Data Usage. Unless you are using Wi-Fi, any Data Usage on your phone will count against your data balance.

For content downloads from the internet or an app store, you may incur a charge for the content you download (a "Content Charge") from the provider of the content you have purchased. Unless Straight Talk is the provider of such content, you agree that Straight Talk is not responsible for the purchase, download, transfer, installation, use, transmission failure, interruption, or delay, or any web content, app store, or app you access or purchase. Any support questions related to third-party downloads, including, but not limited to web content and apps should be directed to the third-party provider and not Straight Talk. When you use, download, or install web content and/or apps provided or sold by a third-party, you may be subject to separate terms and conditions, terms of use, privacy policies and other policies of the third-party. You agree that Straight Talk is not responsible nor liable to you for any third-party content, advertisements, websites, app stores, or apps you may download or access using your phone.

### Feedback

If you visit or use any third-party website, app store, or app, the third party may access, collect, use or disclose your personal information or require that the network carrier disclose your personal information, including your location information (if applicable). If you access or use any third-party apps while using Data Services, you agree and authorize Straight Talk to provide information related to such use. You understand that your use of a third-party app is subject to the third party's terms and conditions and policies, including its privacy policy. You should refer to the third-party's privacy policy for information regarding the use of information collected when you download, install, or use web content or applications from that third party.

Not all of the online content which is accessible to one using Data Services is intended for children. In the event that you, as a legal guardian allow your child to use Data Services, you acknowledge that your child has the permission to use the Data Services including, without limitation, email and web browsing capabilities. You further acknowledge that as a legal guardian, it is your responsibility to determine whether using Data Services is appropriate for your child. If you browse the internet using Data Services, you agree that you are of the minimum legal age to visit certain sites and you agree not to visit any illegal sites.

**Prioritization, Availability, Interruptions, and Discontinuation to Data Services.** In certain Plans, different data traffic may be prioritized at times and locations where there are competing customer demands for network resources. Where the network is lightly loaded, a Straight Talk customer will notice little, if any, effect from having lower priority. This will be the case in the vast majority of times and locations. Depending on your plan, at times and at locations where the network is heavily loaded in relation to available capacity, however, a Straight Talk customer will experience increased latency during a data session, particularly if the customer is engaged in a data-intensive activity. When network loading goes down or if a customer moves to a location that is less heavily loaded in relation to available capacity, the latency associated with a customer's data connection will improve.

Straight Talk does not guarantee the availability of Data Services and reserves the right to modify, suspend, cancel, interrupt, discontinue, terminate or reduce your data throughput speed without notice. Straight Talk is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure to receive content you purchased using Data Services. If your Data Services are modified, suspended, canceled, interrupted, discontinued or terminated, Straight Talk will not provide you with a refund for any remaining used or unused Data Services.

## **6. Unauthorized Use of Service**

Your Service (i.e., voice, text, or data services) may only be used for the following purposes, without excessively contributing to network congestion: (a) person to person voice calls, (b) text and picture messaging, (c) web browsing, email, ordinary content downloads and uploads, and video, game and audio streaming, and (d) Voice over Internet Protocol (VoIP).

Your Service may not be used in connection with certain unauthorized uses that may adversely impact other customers using our Service or the Carrier's network, as well as any illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency. Examples of some unauthorized uses include, but are not limited to, the following:

- (i) continuous uninterrupted voice calls or otherwise using your voice service to provide monitoring services, data transmission, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing activity, autodialer calls, or robocalls;
- (ii) automated text or picture messaging to another mobile device or e-mail address including, without limitation, generating "spam" or unsolicited commercial or bulk texts or e-mails (or activities that facilitate the dissemination of such texts or e-mails);
- (iii) uninterrupted and continuous web browsing, uploading, downloading, or streaming of audio or 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;
- (v) as a substitute or backup for private lines or dedicated data connections;
- (vi) use of your smartphone, your mobile hotspot, or your Home Internet service to resell internet connectivity, or to provide internet connectivity for the primary purpose of crypto-mining;
- (vii) any use of smartphone data meant to be used exclusively on the smartphone device to provide connectivity, directly or indirectly, to other devices, including but not limited to, routers, jetpacks, modems, Smart TVs, computers, tablets or servers and/or serving as a replacement for your home internet service. Provided, however, that providing connectivity to other devices is permitted through mobile hotspot/tethering that is limited to the amount of data allocated with your Plan;
- (viii) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ix) below) or otherwise degrade network capacity or functionality;
- (ix) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others;
- (x) any activity that adversely affects the ability of other users or systems to use either Straight Talk's services or the Internet-based resources of others, including the generation or dissemination of viruses, malware, or "denial of service" attacks;
- (xi) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Straight Talk's or another entity's network or systems;
- (xii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions.

We may investigate, and may ask you to provide an explanation, to determine whether such usage violates these Terms and Conditions.

A customer engaged in any unauthorized use may have their Service suspended and/or terminated, in our sole discretion. We reserve the right to interrupt, suspend, cancel, or terminate your Service to protect the Carrier's network from harm due to any cause including, without limitation, the excessive and/or unauthorized use of the Service. If the amount of a single mobile line's total monthly data use in a service plan cycle exceeds the average amount of data consumed by the top 0.5% of users on the Carrier's network during the preceding six-month period, we may reduce data speeds to your device to 1.5Mbps for the remainder of the cycle.

You will find Coverage Maps on our website. These maps are for general informational purposes only. The coverage maps depict the general coverage area of Straight Talk. 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 Straight Talk 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 Straight Talk plan you select. Straight Talk is not responsible for any Service outages, interruptions in service or decline in the quality of service regardless of the cause.

## **8. Roaming**

Depending on the Carrier network, it is possible that under certain circumstances your phone may roam if you are outside of your network coverage area and within the United States. Roaming occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Although there are no additional charges for using the Service while roaming domestically, Straight Talk does not guarantee your ability to roam nor the availability and/or the quality of Service. Domestic roaming may be discontinued or changed at any time without notice. Due to Carrier restrictions, Straight Talk reserves the right to terminate the Service of any customer whose roaming usage exceeds 50% of their total usage in any three (3) Plan cycles within a twelve (12) month period. International roaming is not offered by Straight Talk and is strictly prohibited.

## **9. Wi-Fi Calling**

Wi-Fi Calling may be available only on phones that are Wi-Fi Calling capable and that have a Wi-Fi Calling enabled SIM card (depending on the Carrier). Wi-Fi Calling provides you the ability to make and receive phone calls and text messages over a Wi-Fi connection. Wi-Fi Calling enhances your coverage in buildings and other locations. If you use a Wi-Fi network for making or receiving calls and text messages or for any other reason, you acknowledge and agree that your use of such Wi-Fi network is permissible and that you are solely responsible for such use. Using your Wi-Fi Calling feature may provide you with access to an unsecured Wi-Fi network which could impact your data security. You can disable Wi-Fi Calling by toggling it off in your device settings menu.

Although we recommend that you use your wireless service as your primary method of contacting 911, you may be able to use Wi-Fi Calling for dialing 911 if your phone is equipped with this feature and you have access to the internet through your phone's Wi-Fi connection. To dial 911 using Wi-Fi Calling, you must provide us with an address for your primary use of Wi-Fi ("Primary Address") at the time of activation. If the location at which you primarily use Wi-Fi changes, either temporarily or permanently, you must register the new address online at [e911-reg.tracfone.com](http://e911-reg.tracfone.com) or by contacting Customer Care at 1-877-430-2355. It may take 24 hours or more to update your address information. If you do not give us your Primary Address, we will block your ability to use Wi-Fi calling. When you use Wi-Fi Calling to dial 911 and you are away from your Primary Address, we will have no information about your location. As such, always be prepared to report your precise location to emergency responders.

Please be aware that dialing 911 via Wi-Fi Calling requires access to the internet and operates differently than traditional 911 calling services. For example, 911 service via Wi-Fi Calling may be limited or not available due to various circumstances, including relocation of equipment, loss or disruption of power, internet or wireless service, internet congestion or a connection failure, delays in availability of registered location information, and/or other technical problems.

**TTY Limitations for 911 Calls:** Due to technical limitations, Wi-Fi Calling cannot be used with TTY devices and will not support 911 calls over TTY devices. Persons with communications disabilities can still reach 911 services by either (1) calling 911 directly using a TTY over the cellular network or from a landline telephone, (2) sending a text message to 911 directly (in areas where text-to-911 is available) from a wireless device, (3) using relay services to place a TTY or captioned telephone service (CTS) call from a wireless phone over the cellular network or from a landline telephone, or (4) using relay services to place a IP Relay or IP CTS call over a cellular data or other IP network.

## **10. Emergency Calls**

If you are in an area where your Service 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 Service in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

**Android and KaiOS Devices - 911 Emergency Requirements.** Android and KaiOS based voice-capable devices use up to 9 MB of data per month per line in order to comply with 911 emergency requirements that enable emergency services to identify a user's elevation (e.g., the floor on which the user is located within a multi-story building) and if your line is not subject to an active unlimited data plan, you may be charged for such use.

## **11. Disclaimer of Warranties**

**Straight Talk Products and Service are provided on an "As Is" and "Where Is" basis and by using any product or service you agree that TracFone Wireless, Inc. will have no liability except as expressly provided in this Agreement for any failure, defects, malfunctions, or errors in the products or service. Except as set forth in Section IX (Limited Warranty), Straight Talk makes no representations or warranties of any kind, either express or implied, regarding title, merchantability, suitability, non-infringement, fitness for a particular purpose or otherwise in relation to any product or service.**

You acknowledge and agree that use of any Product or Service is at your sole risk and that your Service may be unavailable, interrupted, delayed or limited for a variety of reasons outside of Straight Talk's control. Not all Products or Services (including Plans) 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, suspended, 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. Straight Talk does not warrant or guarantee the availability of the Service or of any other services at any specific time or in any specific geographic location or that Services will be provided without interruption. Neither Straight Talk, nor any Carrier, shall have any liability for Service failures, outages, interruptions, delays, or limitations of Service. All aspects of the Service, including Plan rates, offerings, features, functionality and other product specifications are subject to change without notice or obligation. At any time, Straight Talk reserves the right to substitute and/or replace any Product or Service with another Product or Service of comparable quality.

## **12. Limitation of Liability**

**TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER TRACFONE WIRELESS, INC. NOR ITS EMPLOYEES, VENDORS, SUPPLIERS, OR LICENSORS SHALL BE LIABLE TO YOU OR OTHER USERS OF YOUR SERVICE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR ENHANCED DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY DAMAGES CLAIMED FOR LOSS OF PROFITS, REVENUE, INCOME, SALES, BUSINESS, GOODWILL, DATA OR INFORMATION) HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (REGARDLESS OF WHETHER NOTICE THAT SUCH LOSS MAY OCCUR WAS PROVIDED). IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN, TO THE EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF STRAIGHT TALK UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100), AND SUCH LANGUAGE SHALL BE EXCLUDED TO THE EXTENT OF SUCH INVALIDITY OR UNENFORCEABILITY; ALL OTHER TERMS IN THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

You agree that neither we nor our employees, vendors, suppliers, or licensors are responsible for any damages you may suffer or incur resulting from: (a) any Product or Service provided to you by or manufactured by a third party; (b) any act or omission by another party; (c) providing or failing to provide a Service, including, but not limited to, deficiencies or problems with a Phone or Service coverage (for example, dropped, blocked, interrupted Service, etc.); (d) accidents or any health-related claims arising from or related to our Products or Service; (e) content or information accessed on your Phone while using our Products or Service; (f) an interruption or failure in accessing or attempting to access emergency services from a phone, including through 911, enhanced 911 or otherwise; (g) interrupted, failed, or inaccurate location information services; (h) content or information that is blocked by a spam filter; (i) 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; (j) 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; (k) unauthorized access or changes to your account or device; or (l) the use of your account or device by others to authenticate, access or make changes to a third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds. You should implement appropriate safeguards to secure your phone, computer or equipment and to back-up your information stored on each.

## **13. Unauthorized Use of Products**

Straight Talk Products and Service are sold exclusively for use by you, the end consumer. The unauthorized unlocking or resale of your Straight Talk phone constitutes a violation of your Agreement with Straight Talk and will invalidate the Limited Warranty associated with your phone. You agree not to unlock, root, re-flash, jailbreak, tamper with or alter the build state of your Straight Talk phone in a manner which conflicts with Straight Talk's Unlocking Policy referenced in Section X below. You also agree not to use unauthorized PINs associated with Straight Talk Plans or engage in any other unauthorized or illegal use of your Straight Talk Product or the Service, or assist others in such acts, or to sell and/or export Straight Talk Products outside of the United States. Any attempt to unlock your Straight Talk phone in an unauthorized manner or to root, re-flash, jailbreak, tamper with or alter the build state of your Straight Talk phone may result in the inability to unlock your device, maintain your device's unlocked state, or otherwise cause your device to malfunction. Such use along with any other unauthorized use of your Straight Talk Product may result in the immediate suspension or termination of your Straight Talk Service without notice and legal action. Straight Talk will strictly enforce its rights under this provision and will prosecute violators to the full extent of the law. You agree that any violation of this provision through your improper, illegal, or unauthorized use or sale of your Straight Talk phone shall entitle Straight Talk to recover liquidated damages from you in the amount of not less than \$5,000 per Straight Talk phone purchased, sold, acquired or used in violation of this provision. For more information about the unauthorized use of Straight Talk phones refer to [www.stopcellphonetrafficking.com](http://www.stopcellphonetrafficking.com).

If your Straight Talk phone has a SIM card or if you have purchased a SIM Kit, 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 or to allow any other person to do so. Any violation of the restrictions on the use of your SIM card that are contained in this Section may result in the immediate termination of your Service without notice. Straight Talk and its Carriers or other service providers, may, from time to time, remotely update or change the encoded information on your SIM card.

In the event of termination for any other unauthorized usage, you will forfeit unused Service and you will not be entitled to receive a refund for your Straight Talk phone or for any unused Service.

## **14. Indemnification**

You agree to indemnify and hold harmless TracFone Wireless, Inc. and its parent, subsidiaries, affiliates, vendors, suppliers, and licensors and their former, current and future officers, directors, employees, insurers, contractors, successors and assigns ("Straight Talk Indemnified Parties") from any and all liabilities, penalties, claims, causes of action, and demands brought by a third party ("Claims") including the costs, expenses, and attorneys' fees on account thereof ("Costs") arising from or related to your use of a Straight Talk Product or Service or your breach of this Agreement, whether based in contract or tort (including strict liability) and regardless of the form of action.

If in connection with your Straight Talk Products or Services, you provide us with a telephone number(s) for which you are not the subscriber, you understand that you will indemnify and hold harmless the Straight Talk Indemnified Parties for any Costs incurred as a result of us attempting to contact you at the number(s).

## **15. Privacy Policy**

Accepting this Agreement means that you also agree to our Privacy Policy, available at <https://www.tracfonewirelessinc.com/en/Privacy+Policy/>, which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. If applicable, it is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy.

Many services and applications offered through your device may be provided by third parties. When you access and use third-party services, including third-party services which Straight Talk may make available as part of or in connection with your Straight Talk Service, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. You should review their applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.

## **16. Entire Agreement**

This Agreement constitutes the entire Agreement between you and TracFone Wireless, Inc. with respect to any Straight Talk Product and/or Service. The failure of either party to enforce any of the terms set forth herein shall not be construed to be a waiver of any such terms nor in any way affect the validity and enforceability of these Terms. No waiver of a breach of any term shall be deemed a waiver of any other or subsequent breach of a term. Except as expressly provided in section I, in the event any provision contained in this Agreement is deemed unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

## **17. Send Inquiries via Direct Mail**

To send inquiries via direct mail, you may contact us at:

TracFone Wireless

Attn: TracFone Legal Department

One Verizon Way

Basking Ridge, New Jersey 07920-1097

## **IV. International Long Distance Service**

1. Straight Talk offers its customers international long distance service ("ILD Service") as an additional feature. These additional terms and conditions apply to customers who purchase and/or use a Straight Talk Service Plan with unlimited international long distance calling or the Straight Talk \$10 Global Calling Card. By purchasing or using Straight Talk ILD Service, you accept the additional terms and conditions set forth below as such terms may be updated from time to time on our website.

2. Straight Talk's ILD Service allows you to place calls to select destinations internationally depending on whether you have purchased an Unlimited International Calling Plan or the \$10 Global International Card. To determine if your destination of choice is available, please check our website at [straighttalk.com](http://straighttalk.com). Please be advised that the destinations which are available may change without notice at any time. Straight Talk ILD Service is not a substitute for regular international calling services. It will not allow you to place calls to all destinations or to all countries. Straight Talk ILD Service excludes calls to certain high cost wireless and landline, non-geographic and premium numbers.

**3. Straight Talk Unlimited International Calling Plan.** If you have purchased Straight Talk's Unlimited International Calling Plan, your phone will be allowed to call up to fifteen (15) unique destination numbers per thirty (30) day period. The fifteen (15) unique destination numbers automatically resets when your next plan cycle begins unless you purchase a new Unlimited International Calling Plan prior to the start of your next plan cycle. If you want to call a destination or telephone number which is not part of Straight Talk's Unlimited International Calling Plan, you may purchase Straight Talk's \$10 Global Calling Card. Please visit our website to learn more about the specific features of Straight Talk's Unlimited International Calling Plan. If you have purchased an Unlimited International Calling Plan, your ILD Service will only work if you have Service Days left in your plan cycle. If your plan cycle has ended, you will need to purchase and redeem a new Straight Talk Unlimited International Calling Plan to renew your unlimited ILD Service.

**Feedback**

**4. Straight Talk \$10 Global International Calling Card.** Straight Talk also offers a \$10 Global Calling Card that must be used with another Straight Talk Service Plan in order for it to work. You may add or refill your ILD Service balance in \$10 increments by purchasing a \$10 Global Calling Card from Straight Talk directly by calling Customer Care or visiting our website. Your ILD Service will only work when Straight Talk Service is active and when you have a positive balance in your Account. If you have purchased a \$10 Global Calling Card, you will not be limited in the number of destination numbers you may call. However, the Straight Talk phone number you provide when purchasing a \$10 Global Calling Card will be the only number that is permitted to dial internationally. You will not be able to transfer your ILD Service to another phone number.

5. The applicable rates to specific countries, regions or cities for customers who have purchased a \$10 Global Calling Card are available online at [straighttalk.com](http://straighttalk.com). All rates are subject to change at any time without prior notice. Calls are billed in one-minute increments. Straight Talk's \$10 Global Calling Card expires 180 days after last use or thirty (30) days after your Straight Talk Service is suspended. 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.

6. Straight Talk ILD Service may be provided by other Carriers, many of whom may not have a direct contractual relationship or service level agreements with Straight Talk. ILD 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. No representation or warranty, express or implied, is made regarding the number of minutes available for calls to a particular country or, after having placed a call, the remaining number of minutes available for calls to any particular country.

7. Straight Talk ILD Service 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 a call originated or received by a Straight Talk customer to initiate conversation between two individuals one of which is talking from a landline or wireless international destination. It may not be used for any other purpose including, but not limited to, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of 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 phone 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 Service subscriber base, and we reserve the right to suspend, terminate or restrict your services with no prior notice.

8. Straight Talk 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 Straight Talk Service without prior notice. If you believe that we are in error, please contact Customer Care at 1-877-430-2355 and depending on the circumstances, we may reactivate your ILD Service. If, however, your usage, dialing or calling patterns continue to violate these Terms and Conditions, we reserve the right to suspend, terminate or restrict your Straight Talk Service with no prior notice. You will not receive a refund if your service is terminated for violating these terms and conditions.

9. You agree not to use Straight Talk's ILD Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (a) interferes with our ability to provide the ILD Service to you or to other customers; (b) violates applicable law or this Agreement; (c) avoids your obligation to pay for the Service; or (d) is not for consumer use. You agree not to resell your Straight Talk ILD Service or to use your ILD 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.

10. Straight Talk ILD Service is not intended for intrastate dialing in the US, to place calls to area codes 500, 700, 800, 888, 877, 866, 855, 900, 976, 411 or 555, nor to place certain toll-free, operator-assisted, third-party billed, directory assistance or collect calls.

11. Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole penny. You will be charged for calls based upon the rates that are effective as of the date and time you place the call.

12. You are responsible for safeguarding your ILD Service and Account information. Straight Talk is not responsible for and will not issue credit for unauthorized use.

## V. Home Phone

1. Straight Talk Wireless Home Phone is a wireless voice service offered by Straight Talk for use indoors with a landline or cordless phone. You must connect your Straight Talk Home Phone to a corded or cordless phone within your home in order to use the Service.

2. **IMPORTANT 911 EMERGENCY RESPONSE INFORMATION:** Your Straight Talk Home Phone is designed to operate indoors only. The GPS chip in the Home Phone will work best if you place it near a window or other opening to the exterior of the premises. In the event of an emergency call to 911, you should be prepared to provide your address and exact location inside the premises. **Do not rely solely on your Straight Talk Wireless Home Phone in an emergency situation. In an emergency, locate the nearest landline phone and call for help.**

3. Please note if the landline or cordless phone to which you connect your Straight Talk Home Phone requires external electric power to operate, your Service (including the ability to make and receive 911 calls) will not be available during a power outage. Straight Talk shall not be liable for any service outages and/or your inability to access 911 emergency service personnel for any reason.

4. You are responsible for assessing whether the coverage available where you place your Straight Talk Home Phone indoors is acceptable to you in connection with your use of Straight Talk Wireless Home Phone service. Your Straight Talk Home Phone requires at least moderate coverage throughout the indoor premises where you are using the phone in order to successfully use the Service. Regardless of the coverage available, your Straight Talk Home Phone is not equivalent to traditional landline phone service.

5. Your Straight Talk Home Phone is not designed to operate independently. It must be connected to landline or cordless telephone in order to operate. Do not connect any USB-based device into the USB port of your Straight Talk Home Phone under any circumstances. Doing so may damage your equipment and cancel the warranty. The USB port is designed for diagnostic purposes only and is not intended for customer use.

6. You must purchase a monthly Home Phone Service Plan in order to activate your Straight Talk Home Phone service. Before you can use your Service, you must register and activate the equipment. You may activate your Straight Talk Home Phone by visiting the Straight Talk Home Phone website or by calling our Customer Care Center at 1-877-430-2355 from another phone. During the activation process, you will have an opportunity to register your account. If you elect not to do so, you may not be able to obtain copies of your call detail records except upon service of a valid Subpoena or a Court order.

7. **Straight Talk Home Phone Service Plans:** Straight Talk Wireless Home Phone offers monthly Service Plans which may include unlimited nationwide calling, unlimited international calling to certain select destinations, and a fixed amount of data depending on the Service Plan you purchase. For more information regarding Service Plans and their offerings, including a list of available international destinations, please visit our website. Straight Talk Home Phone customers who have purchased a

Service Plan without unlimited international calling may purchase a \$10 ILD Card to make international calls using their Home Phone. To determine if your destination of choice is available, please check our website and read the terms above for more information on Straight Talk's \$10 Global ILD Card. Please note that unlimited Service Plans do not track "per minute" usage for nationwide calls. The Plans are subject to certain limitations as set forth in these terms and conditions below.

8. Straight Talk Wireless Home Phone is not compatible with home security systems, fax machines, DVR services, credit card machines, medical alert services or High Speed or DSL Internet services.

9. The Service cannot be used to place certain types of calls such as collect calls, operator assisted calls and dial around calls. The Service is not available to place 500, 700, 900 or 976 calls and may not be available for certain other calls.

10. **REFILLING YOUR SERVICE:** Your Straight Talk Home Phone will only operate when your Service is active and you have a positive Service balance in your account (Services include minutes and Service Days). Minutes and Service have no cash value and do not accumulate. With each refill you will lose any unused Service balances (including any remaining days and minutes) and your Service Balances will reset with the refill amount of the new Service Plan or Service Card added. Straight Talk Services are non-refundable. No refunds or discounts will be given for unused Service balances (i) when you refill your Service; (ii) that expire by your Service End Date; (iii) on your Equipment if it is lost or stolen; or (iv) for Services purchased that are not compatible or supported by your Equipment. Any unused Service Balance(s) that exist at the time you refill your Service or at your Service End date will not carry over or accumulate.

You may refill your Service as follows:

(1) **Straight Talk Auto Pay:** You may enroll in Straight Talk Auto Pay by registering your preferred payment method, such as credit or debit card, online at [straighttalk.com](http://straighttalk.com) or via other available channels and you will receive a recurring charge to your preferred payment method on your Service End Date each month, which will automatically refill your Service with the Plans you select. If you have any Service Plans in Reserve, those cards will be applied first before an Auto Pay purchase is processed. Once you have used all Service Plans in your Reserve, the Auto Pay purchases will resume.

(2) **Straight Talk Service Plans:** Straight Talk Service Plans are available at Walmart stores and online. Service begins on the day you add the Services or, if the Service Plan is placed in your Reserve, on your Service End Date. Service Plans do not expire except as specifically permitted by law.

(3) **Straight Talk Reserve:** With Straight Talk Reserve, you may purchase and add Straight Talk Service Plans to your Straight Talk Reserve to be automatically applied on your Service End Date. You may access the Service Plans in your Straight Talk Reserve at any time through "My Account." All Service Plans you redeem are automatically applied at your Service End Date. If you are an Auto Pay customer and have decided to add a Service Plan to your Straight Talk Reserve, the Service Plan in Reserve will take precedence over the Auto Pay and it will be applied before an Auto Pay purchase is processed.

11. You are responsible for all activities undertaken with your Straight Talk Home Phone. You shall not use, nor permit others to use your Straight Talk Home Phone in a manner or for a purpose contrary to this Agreement.

## VI. Home Internet

### 1. Service Availability and Use.

Straight Talk's Home Internet service ("Home Internet") uses 5G or 4G LTE, depending on location, and some customers may only get 4G LTE. Unfortunately, we can't guarantee that our Home Internet service will be available at your address, even if we accept your order and you attempt to install it. The Home Internet service (i) is to be used exclusively at the address that you provided in your order and only for your personal residential, and non-commercial use in a single residential unit, (ii) does not support static IP addresses, (iii) may not be compatible with some live TV streaming services (you should verify compatibility with your streaming provider), and (iv) speeds vary depending on address/location, signal strength, and network connection. You may not resell or permit anyone else to resell the Home Internet service in whole or in part, make the service available to others to use outside of your residential unit, or relocate the service or equipment without notifying us and receiving our consent, as described below. TO KEEP ACTIVE SERVICE, YOU WILL NEED TO REFILL YOUR ACCOUNT BEFORE YOUR SERVICE END DATE. Any violation of these Terms and Conditions may result in suspension or termination of the Home Internet service, without notice.

Straight Talk's Home Internet service is only available in select areas. Depending on your location, Home Internet is powered by 5G, with download speeds of 20-200 Mbps and upload speeds of 3-15 Mbps, or 4G LTE, with download speeds of 20-50 Mbps and upload speeds of 3-6 Mbps. Download speeds might vary depending on, among other things, your address/location, signal strength, and network connection. Unlimited data with no data usage caps.

### 2. Equipment.

**Feedback** You must use equipment that we certify for use with the Home Internet service. Once that equipment is set up by you, please don't move it to a different location or position without our authorization (just contact us and ask, so we can let you know), as you may lose service.

### 3. Installation/Setup and Access to Your Premises.

Follow the installation/setup instructions provided in the box to set up your device.

### 4. Changing Service Location.

You may not move the Home Internet service or equipment to another address without our authorization. If you are moving to a new address and wish to continue using the Home Internet service, then please contact us to confirm coverage and whether you can install/setup it at your new address. If you move without notifying us, then we may not be able to provide service to you.

## **5. Fees and Pricing.**

Service Costs and associated taxes and fees are subject to change for the Home Internet offering. Activation and Other Fees may apply.

## **VII. Mobile Hotspot and Bring Your Own Tablet**

### **1. Registering and Activating Your Hotspot or Tablet Device**

You may activate your Straight Talk Hotspot ("Hotspot") or Straight Talk Bring Your Own Tablet SIM Card or SIM Kit ("BYOT") by visiting the Straight Talk website or by calling our Customer Care Center at 1-877-430-2355. You will need to provide an email address in order to activate your Straight Talk Hotspot or BYOT service and you will be prompted for an email address upon registration at Straight Talk's website. You will use this email address to create and access your account. If you do not have an email address, please contact our Customer Care Center to complete your activation and registration and you will receive an email address for registration purposes. Upon registration, you will have the opportunity to provide your physical address and to set up a password for your account.

Your Straight Talk Hotspot or BYOT service can only be activated where Service is available, offered and supported by Straight Talk. The wireless telecommunications networks used to transmit data for the Service are owned and operated by Carriers, not Straight Talk. Your Hotspot can only be used through Straight Talk and cannot be activated with any other wireless service. Your Hotspot or BYOT service will only operate with a Straight Talk Data Service Plan. Plans are subject to change without notice. Services are provided at Straight Talk's discretion.

Some functions and features referenced in the manufacturer's manual provided with your Straight Talk Hotspot or your tablet may not be available with the Straight Talk Service. Not all tablets are compatible with Straight Talk Data Service Plans. Compatible tablets include most GSM or CDMA tablets. Tablets with Wi-Fi functionality only cannot be activated with a Straight Talk Data Service Plan. After activation, you should retain your activation and device materials, and specifications for future reference. You will need these in the event you need to reactivate your Hotspot or BYOT device for any reason.

Please note that you have no ownership rights to any IP address or any other identifier associated with your Service and you acknowledge and agree that we may change any such IP address or other identifier associated with your Service at any time without prior notice to you. If you notify us that your Hotspot or BYOT device is lost or stolen, your account will be deactivated and any unused Service balance will be lost and will not be transferred.

### **2. Data Service Plans**

For the most recent information on Straight Talk Data Service Plans, please visit our website. Plans are subject to change. Data Service Plans are for use with Hotspots and BYOT devices only. All other Service Plans associated with other Straight Talk products will not work with your Straight Talk Hotspot or BYOT device. Plans include data and Service Days only. Voice, text and messaging services are not provided or included.

Plan rates, features, functionality and other product specifications are subject to change without notice or obligation. All data amounts as quoted are approximate. Plans are available at Walmart stores and online. Each Plan comes with a specified amount of data and Service Days as disclosed at the time of purchase. Service begins on the day you add the Services to your Hotspot or BYOT device or, if the Plan is placed in your Reserve, then on your Service End Date.

**Straight Talk Reserve:** With Straight Talk Reserve, you may purchase and add Straight Talk Data Service Plans to your Straight Talk Reserve to be automatically applied on your Service End Date. You may access the Service Plans in your Straight Talk Reserve at any time through "My Account." All Service Plans you redeem are automatically applied at your Service End Date. If you are an Auto Pay customer and have decided to add a Service Plan to your Straight Talk Reserve, the Plan in Reserve will take precedence over the Auto Pay and it will be applied before an Auto Pay purchase is processed.

### **3. Hotspot Restrictions and Limitations**

While up to five (5) devices may be connected to your Hotspot at one time, a single connected device will experience optimal speeds. Performance will be reduced if multiple devices access data through the Hotspot simultaneously. Actual data speed, availability and coverage will vary based on device capabilities, usage, your location and network availability. Service is not available while roaming.

Your Straight Talk Hotspot and BYOT device or service has security limitations. Straight Talk is not responsible for any breach or loss of security from your Straight Talk Hotspot or connected device. Your BYOT device may not be password protected as a default. You are responsible for adding password protection, if available on your device. Some functions and features referenced in the User Guide provided with your Straight Talk Hotspot or device connected to your Straight Talk Hotspot or your BYOT device may not be available.

**Feedback**

### **4. Data Usage**

Data usage is measured in bytes, kilobytes (KB), megabytes (MB) and gigabytes (GB). Bytes are rounded up to the next KB with rounding occurring during and/or at the end of the data session. All data that is directed to your device's internet address, including data sessions that you do not initiate or complete, are counted against your data usage. Examples of data that will count as part of your data usage are: sending or receiving email, documents, pictures or other files; multimedia streaming (music and video); file uploads and downloads; gaming services, graphics and applications; web page graphics (including logos, pictures, banners, advertisements and updates to any of the aforementioned); automatic device updates and any other automatic updates; any additional data necessary in order to access, transport and route files on the network; data associated with incomplete or interrupted downloads; and data associated with unsuccessful attempts to upload or download a file, reach a website, use an application or complete an online form or purchase; and any data that is re-sent (such as when refreshing a page or browser). Data usage includes all data that is downloaded, even though you may not have listened to or watched the entire download. The data that is consumed and applied against your data usage is in addition to

any charges you may incur for purchased data content (such as the cost associated with purchasing music, games, apps, movies, etc.). The amount of data consumed and calculated as your data usage will vary significantly even with respect to identical actions and data sessions. Estimates of data usage such as the size of downloaded files are not accurate indicators of actual data consumed during a session.

## VIII. Return Policy

To see the return policy ("Return Policy") applicable for your phone, please refer to the section below based on how you made your purchase. Straight Talk does not allow returns or provide refunds for any SIM Kits or Plans you may have purchased.

**Walmart Purchases.** If you purchased a Straight Talk product from Walmart (and not from Straight Talk directly either by phone or online), your purchase is subject to Walmart's return policy. To determine whether your purchase is eligible for return, please contact the store where you originally made your purchase. Straight Talk will not process the return of any Straight Talk product sold to you by Walmart.

**Online Purchases from Straight Talk.** If you purchased your Straight Talk device from straighttalk.com, you have thirty (30) days from the date your device was delivered to you to return it to us for either an exchange or a refund. To process a return, you must follow the return instructions that came with your device and pay for the shipping cost to send it back to us.

To be eligible for a return, you must meet the following requirements:

- The device you are returning must have been purchased from Straight Talk's official website and the IMEI number must be verified.
- You must return the device in like-new, working condition, returned in the original manufacturer's packaging with all included accessories, including device, battery, charger, and manual. The device must not have any liquid or physical damage.
- You must pay for the cost to ship the device back to us and include a copy of your receipt.

If anything is missing or device is not in like-new condition, your shipment may not be accepted. If a device has physical or liquid damage, it cannot be returned and a credit will not be issued. Straight Talk will return ineligible devices to you at the same address shown on the shipping label. No restocking, handling, or shipping fees will be charged to you for this device return.

If your return meets the above requirements and you have requested an exchange for a device that costs more, you will have to pay the difference in price between the device you are returning and the new device you are seeking to purchase. If your return meets the above requirements and you have requested a refund, please be advised that it takes up to thirty (30) business days to process the return and credit your account. Credit for returned devices will appear on your credit card statement between 1-2 billing cycles. Your credit for a returned device will not include any shipping or delivery costs you were charged or incurred for purchasing or returning the device.

## IX. Limited Warranty

All new Straight Talk phones (except iPhones) are covered by a one (1) year limited warranty administered by Straight Talk as set forth below.

All reconditioned or refurbished phones sold by Straight Talk (except iPhones) have a ninety (90) day limited warranty as do all wireless accessories sold by Straight Talk.

New Apple iPhones are covered by a one-year limited warranty offered and administered by Apple. Please visit [apple.com](http://apple.com) for more information.

To the extent available for purchase, refurbished iPhones and certified pre-owned phones are not covered by a limited warranty but may be returned for a refund within thirty (30) days of purchase.

A phone that you own which was not purchased from Straight Talk but that is registered with Straight Talk under the Bring your own phone program is not covered by this limited warranty.

A Marketplace phone purchased in straighttalk.com is not covered by this limited warranty, but may be returned for a refund within thirty (30) days of purchase.

**How To Obtain Warranty Service.** To obtain warranty service for your Straight Talk phone, please contact Customer Care at 1-877-430-2355. If your problem cannot be resolved over the phone, our technicians will provide you with a Return Authorization Number, which you will use to send your Product(s) to the designated Service Center for repair or replacement, at our option.

### Feedback Terms of Limited Warranty:

1. The limited warranty for any applicable Product begins on the date of your purchase and is only applicable for defects in material and workmanship that result in Product failure during normal usage.
2. The limited warranty extends only to the original purchaser ("Purchaser") of the Product and is not assignable or transferable to any subsequent purchaser. The limited warranty extends only to Purchasers who purchase the Product in its original packaging from an authorized dealer or retailer. Upon request from Straight Talk, the Purchaser must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
3. During the limited warranty period, Straight Talk will replace or repair, at Straight Talk's sole option, any defective Products or parts (except as excluded below) with new or refurbished Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. Straight Talk may, in its sole discretion, replace the Product with a different but comparable Product if the same exact Product is not available. The replacement Product may consist of refurbished

equipment that contains used components, some of which have been reprocessed. All used components shall comply with Product performance and reliability specifications.

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

5. The Purchaser 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 Straight Talk, 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, "cancel-bots" or damage caused by the connection to other products not recommended for interconnection by Straight Talk.

(c) Straight Talk was not advised in writing 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 limited warranty period.

6. Straight Talk shall not be liable for delay in rendering service under the limited warranty, loss of use of the service 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 and other content.

7. Straight Talk 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.

8. This is the entire warranty between Straight Talk and the Purchaser, 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.

9. This limited warranty allocates the risk of failure of the Product between the Purchaser and Straight Talk. The allocation is recognized by the Purchaser and is reflected in the purchase price. 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 Purchaser). This limited warranty gives the Purchaser specific legal rights and the Purchaser may also have other rights which vary from state to state.

## X. Unlocking Policy

Unlocking a Straight Talk phone refers to disabling software that would otherwise prevent you from activating the phone on another carrier's network. However, due to different carrier technologies, an unlocked Straight Talk phone may not work, or may experience limited functionality, on another carrier's network. Straight Talk is not responsible for any limitations of service, or otherwise, resulting from the use of an unlocked phone on another provider's network.

The following general conditions must be met before a phone can be considered eligible for unlocking:

- The phone must be in working condition and turned ON;
- The phone was activated with Straight Talk Service by purchasing and redeeming a Plan on that specific phone ("Activation");
- The phone has not been reported as stolen or lost; and
- There are otherwise no indicators of fraud.

Feedback

For customers with phones capable of remote unlocking: Straight Talk will automatically unlock phones capable of remote unlocking when eligible. For all phones Activated with Straight Talk prior to November 23, 2021, the phone will be remotely unlocked upon request after twelve (12) months of active Straight Talk Service. For phones capable of remote unlocking Activated with Straight Talk Service on the Verizon network on or after November 23, 2021, the phone will be automatically remotely unlocked sixty (60) days from Activation. If the phone was activated with Straight Talk Service on any non-Verizon network on or after November 23, 2021, the phone will be remotely unlocked upon request after twelve (12) months of active Straight Talk Service.

For customers with phones not capable of remote unlocking: Straight Talk will provide an unlocking code to most customers who request unlocking of phones not capable of remote unlocking. For phones not capable of remote unlocking Activated with Straight Talk prior to November 23, 2021, the phone must have been active on Straight Talk Service for twelve (12) months. For phones not capable of remote unlocking Activated with Straight Talk Service on the Verizon network on or after November 23, 2021, the

phone will be eligible for unlocking sixty (60) days from Activation.

For certain customers who are not on the Verizon network or who activated on the Verizon network on or before November 23, 2021, if you have not met the required minimum period of active Straight Talk Service, Straight Talk may unlock your phone, but you will incur a charge of up to \$300, depending on how long your service was active prior to the unlocking request.

Accepting this Agreement means that you also agree to TracFone Wireless, Inc.'s Unlocking Policy, available at <https://www.tfwunlockpolicy.com/wps/portal/home/>, which may be updated from time to time.

Customers who would like to check if they are eligible or submit an unlocking request can do so online at <https://www.tfwunlockpolicy.com/wps/portal/home/> or by calling 1-888-442-5102.

Straight Talk may refuse any unlocking request that would result in an abuse of its Unlocking Policy or is part of an effort to defraud Straight Talk or its customers. Straight Talk's Unlocking Policy is subject to change at any time without advance notice.

#### **Unlocking Policy for Deployed Military Personnel**

If you are a Straight Talk customer in the military and receive relocation orders outside of the Straight Talk Coverage Area, we will unlock your phone at your request, even during the applicable lock period following the activation of your phone.

© 2025 TracFone Wireless, Inc.

Version 202501

## **SIGN UP**

and get promotional emails

Email

By entering your email address and submitting this form, you agree to receive information, offers and promotions regarding Straight Talk products and services. You acknowledge being at least 13 years of age. Review our [Privacy Policy](#) | [California Privacy Notice](#)

## **Self-Service Tools Available 24/7**

Check your balance, refill or manage plans and phones with our [611611 text feature](#).

## **CONNECT WITH US**

- [Facebook](#)
- [Twitter](#)
- [Instagram](#)
- [YouTube](#)

## **SHOP**

- [Phones and Devices](#)
- [Plan & Services](#)
- [Deals](#)
- [Buy SIM Cards](#)
- [Bring Your Own Phones](#)
- [Bring Your Own Tablet](#)
- [Mobile Hotspots](#)
- [Phone Payment Plan](#)
- [Trade-In Program](#)

Feedback

## **CURRENT CUSTOMERS**

- [Refill](#)
- [Activate](#)
- [Get Support](#)
- [Track My Order](#)

## **ABOUT STRAIGHT TALK**

- [Why Straight Talk?](#)
- [Coverage Map](#)
- [Special Offers](#)

- [Find Us at Walmart](#)
- [How it Works](#)
- [Terms and Conditions](#)
- [Terms of Use](#)
- [Return Policy](#)
- [Site Map](#)
- [Contact Us](#)
- [Unlocking Policy](#)
- [Hearing Aid Compatibility](#)
- [Straight Talk Blog](#)
  
- [Privacy Policy](#)
- [Retailers](#)
- [Code of Conduct](#)
- [Affiliate Program](#)
- [Accessibility](#)
- [Mobile Identity Protection](#)
- [Privacy Central](#)
- [Your Privacy Choices](#)
- [California Privacy Notice](#)

<sup>e</sup>Walmart+ Membership requires active service on Straight Talk Gold or Platinum Unlimited plans. You must remain on eligible plan to retain Walmart+ Membership offer. One offer per eligible Straight Talk account. Standard data usage applies when accessing Walmart+. Straight Talk may cancel or modify this offer at any time. See additional terms at [www.straightTalk.com/walmartplus/tc](http://www.straightTalk.com/walmartplus/tc). Use of the Walmart+ service is subject to the Walmart+ Membership Terms of Use. When using this App, standard data rates may apply. Information may be transmitted with a delay and may not reflect actual balances.

<sup>t</sup>Device ProtectionTM (MP): Service Plan Card must be activated to receive coverage. Contact information such as name and address are required to activate. Service fees of up to \$200 apply. 2 claims allowed in 24 months. Devices under \$50 MSRP are not eligible for coverage. Excludes pre-existing conditions. Additional limitations and exclusions apply. If you do not provide required contact information at time of activation, if you purchase this plan after reaching the claim limit, or if your device is under \$50 MSRP, you will not be eligible for coverage, and we will provide an alternative benefit or MP refund. Full terms and conditions will be sent by SMS after activation and are available at [asurion.com/StraightTalk](http://asurion.com/StraightTalk). Bring Your Own Phone: Must be in good working condition, \$200 service fee applies, and replacement options will vary.

<sup>\*\*</sup>Unlimited international calls are available to landline and mobile numbers in select destinations only, which are subject to change at any time. For each Straight Talk account you may select up to 20 unique international telephone numbers to call, which will apply to all lines in the account. These 20 numbers can be changed with each new 30-day service cycle. Calls must originate from the US or Puerto Rico (no international roaming). For personal use only. Other conditions apply.

<sup>\*</sup>In times of congestion, your data may be temporarily slower than other traffic. Video streams at up to 480p. Additional terms may apply.

<sup>≈</sup>Credit card and Account required for enrollment. A month equals 30 days.

<sup>Δ</sup>By texting keywords to 611611, you are consenting to receive response messages. Message and data rates may apply. Please refer to our privacy policy.

<sup>†</sup>5G access requires a 5G-capable device in a 5G coverage area.

Reward Points can only be applied towards an eligible Straight Talk plan when you accumulate the total amount of points needed. Reward Points have no cash value and cannot be transferred to another customer. Additional terms and conditions apply.

<sup>§</sup>The \$10 Global Calling Card must be combined with another Straight Talk Service Plan. International long distance service is available to select destinations only, which are subject to change at any time. Calls must originate from the US, or Puerto Rico. No international roaming allowed. Only for personal use. Calls are billed in one-minute increments. Airtime minutes will be deducted plus the cost of the International call. Rates are subject to change without prior notice. Card benefit expires 180 days after last use or 30 days after your service is suspended, whichever occurs first. Available online only.

**ST Tablet Unlimited Plan Disclaimer:** Compatible device required. Only available to customers activating on Verizon network. In times of congestion, you data may be temporarily slower than other traffic. Video streams at up to 720p (must be turned on by customer; otherwise, video will stream at up to 480p). 5 GB of data for hotspot usage. Once hotspot data allotment has been exhausted, hotspot cannot be used until next plan cycle. \$40/mo discount when bundled with mobile plan purchase. Must remain active on mobile plan to continue receiving \$40/mo discount. Tablet Unlimited Plan not eligible for auto pay or multi-line discounts.

**ST Tablet Unlimited+ Plan Disclaimer:** Compatible device required. Only available to customers activating on Verizon network. 5G Ultra Wideband access requires 5G Ultra Wideband device in a 5G Ultra Wideband service area. Premium data and 5G Ultra Wideband only available on Verizon network. Video streams at up to 720p on 5G/4G LTE and 1080p on 5G Ultra Wideband (must be turned on by customer; otherwise, video will stream at up to 480p on 5G/4G LTE and 720p on 5G Ultra Wideband). 30 GB of

data for hotspot usage. Once data allotment has been exhausted, hotspot cannot be used until next plan cycle. \$40/mo discount when bundled with mobile plan purchase. Mobile plan must remain active to continue receiving \$40/mo discount. Tablet Unlimited + Plan not eligible for auto pay or multi-line discounts.

<sup>1</sup>Based on RootMetrics® United States RootScore® Report: 1H 2024. Tested with best commercially available smartphones on three national mobile networks across all available network types. Your experiences may vary. RootMetrics rankings are not an endorsement of Verizon

Straight Talk is a registered trademark of TracFone Wireless, Inc., a Verizon company. © 2025 TRACFONE.