

LIMITED WARRANTY

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

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

New Apple iPhones are covered by a one-year limited warranty offered and administered by Apple. Please visit 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 30 days of purchase.

A Phone that you own which was not purchased from TracFone but that is registered with TracFone under the Bring Your Own Phone program is not covered by this limited warranty.

How To Obtain Warranty Service. To obtain warranty service for your TracFone Phone, please contact Customer Care at 1-800-867-7183. 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 Phone and/or accessories ("Product") to the designated Service Center for repair or replacement, at our option.

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 TracFone, 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, TracFone will replace or repair, at TracFone'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. TracFone 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. TracFone'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 TracFone for repair, determined by the price paid by the Purchaser for the Product less a reasonable amount for usage. TracFone 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 TracFone, including damage caused by shipping.
 - (b) The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended for interconnection by TracFone.
 - (c) TracFone was not advised in writing 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. TracFone 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. TracFone neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.

8. This is the entire warranty between TracFone 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 TracFone. 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.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.