Arizona Tariff C.C. No. 1 Original Page 1

Effective Date: January 10, 2018

INFORMATIONAL TARIFF APPLICABLE TO LIFELINE SERVICE OFFERED IN THE STATE OF ARIZONA

ISSUED BY

TRACFONE WIRELESS, INC. D/B/A WALMART FAMILY MOBILE®

This informational tariff is provided for informational purposes only. This informational tariff solely governs service provided by TracFone Wireless, Inc. D/B/A Walmart Family Mobile®. It does not govern service provided by TracFone Wireless, Inc. D/B/A SafeLink Wireless®.



Arizona C.C. Tariff No. 1 Original Page 2

Effective Date: January 10,2018

CHECK SHEET

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

SHEET	REVISION
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Original
18	Original



Effective Date: January 10, 2018

TABLE OF CONTENTS

Section	1. APPLICATION OF TARIFF	4
Section	2. TECHNICAL TERMS, ABBREVIATIONS, AND DEFINITIONS	5
2.1.	Company or Carrier	5
2.2.	Customer	5
2.3.	Service	5
2.4.	Underlying Carrier	5
Section	3. PROGRAM DESCRIPTION	6
3.1.	Lifeline Service.	6
3.2.	Financial Assistance Program	6
3.3.	Lifeline Benefit	7
3.4.	Eligibility	7
3.5.	Application	8
3.6.	Annual Verification	9
3.7.	Termination for Lifeline Ineligibility.	9
3.8.	Termination for Misconduct.	9
3.9.	Limitation of Liability	10
3.10	. Indemnification	11
3.11	. Dispute Resolution and Binding Arbitration	11
3.12	. Choice of Law.	11
3.13	Privacy Policy	11
Section 4	4. Description of services offered	12
4.1.	Service Description	12
4.2.	Service Activation	13
4.3.	Service Usage	14
4.4.	Unauthorized Use of Service	17

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 4

Effective Date:

January 10, 2018

SECTION 1. APPLICATION OF TARIFF

This informational tariff is provided for informational purposes only and contains the regulations, rates, and charges applicable to the Company's Lifeline Financial Assistance Program in the areas of Arizona for which the Company is designated as an Eligible Telecommunications Carrier. The Financial Assistance Program is available to customers who purchase service from TracFone Wireless, Inc. dba Walmart Family Mobile® that meets the federal minimum service standards for Lifeline service set forth in 47 C.F.R. § 54.408.



Effective Date: 1

10,0018 August

SECTION 2. TECHNICAL TERMS, ABBREVIATIONS, AND DEFINITIONS

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

2.1. Company or Carrier

TracFone Wireless, Inc. dba Walmart Family Mobile® ("TracFone" or "WFM").

2.2. Customer

The person who applies for and receives Lifeline Financial Assistance Program service ("Financial Assistance") from TracFone to reduce the cost of a service plan.

2.3. Service

WFM service provided under the Lifeline Financial Assistance Program as part of the federal Lifeline program.

2.4. Underlying Carrier

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

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 6

Effective Date:

January 10, 2018

SECTION 3. PROGRAM DESCRIPTION

3.1. Lifeline Service.

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

3.2. Financial Assistance Program

- 3.2.1. TracFone's Financial Assistance program is funded by the Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the Program, a person must meet certain eligibility requirements where Financial Assistance is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the Lifeline benefits. Federal law permits only one Lifeline benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Applicants for Financial Assistance must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:
 - Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form, or that they have income at or below the designated eligibility level.
 - Understand they may be required to recertify their continued eligibility at any time, and that failure to recertify will result in the loss of their benefits.
 - Do not currently receive Lifeline support for a telephone line serving their household and no other resident in their household participates in the Lifeline program.
 - Will notify the Company by calling 1-800-TRACFONE within 30 days if they
 no longer qualify for any of the public assistance programs identified in their
 application form, no longer meet the criteria for income eligibility, if another
 member of their household receives Lifeline benefits, or if they no longer
 qualify for Lifeline for any other reason.
 - Will notify Company of any change of address within 30 days by calling 1-800-TRACFONE.

Effective Date:

January 10, 2018

- Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief, and that they understand that providing false or fraudulent information to obtain Lifeline benefits is punishable by law.
- 3.2.2. <u>Documentation</u>. Applicants may be required to provide copies of documents proving eligibility to participate in Lifeline. Applicants should not send original documents to the Company. Documents sent to TracFone will not be returned. TracFone is not responsible for any losses resulting from the destruction of documents sent to TracFone.
- 3.2.3. <u>Subsidy</u>. Applicants who qualify and are enrolled in Financial Assistance will receive a subsidy to reduce the cost of their monthly phone service. TracFone will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in Financial Assistance. Please call TracFone at 1-800-TRACFONE or visit the Company's website at TracFone.com for further information.
- 3.2.4. <u>Application Denial</u>. Applicants who do not meet the eligibility requirements will receive written notification, via US Mail, of the reason for their non-eligibility. Upon enrollment in Financial Assistance, a Customer will be qualified to participate for up to one (1) year. To continue enrollment in Financial Assistance after the initial year, Customer must re-certify annually that Customer is qualified for continued enrollment in Financial Assistance as required by the relevant state Public Service Commission, Public Utility Commission or other agency administering Lifeline in the Customer's state. TracFone will also conduct recertification drives for each state according to its rules.

3.3. Lifeline Benefit

While enrolled in Financial Assistance, Customers will receive a discount of \$9.25 per month on the purchase of eligible service.

3.4. Eligibility

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



Effective Date:

fanuary 10, 2013

- 3.4.2. Program-based eligibility: An individual qualifies for Lifeline service if the individual currently participates in one of the following programs:
 - 1. Federal Public Housing Assistance (Section 8)
 - 2. Supplemental Nutrition Assistance Program (SNAP)
 - 3. Medicaid
 - 4. Supplemental Security Income (SSI)
 - 5. Veterans and Survivors Pension Benefit
- 3.4.3. Income-based eligibility: An individual qualifies for Lifeline service if the individual has total household income at or below 135% of the Federal Poverty Guidelines.

3.5. Application

- 3.5.1. Any individual applying for Lifeline service must complete an application form. Application forms are available online at www.tracfone.com or can be requested by calling 1-800-TRACFONE.
- 3.5.2. An individual that applies for Financial Assistance based on participation in a qualified program may be asked to provide documentation of program-based eligibility. Acceptable documentation of program eligibility includes the current or prior year's statement of benefits from a qualifying assistance program, program participation documents, or other official document demonstrating that the prospective subscriber, one or more of the prospective subscriber's dependents or the prospective subscriber's household receives benefits from a qualifying assistance program.
- 3.5.3. An individual that applies for Financial Assistance based on having a total household income at or below 135% the Federal Poverty Guidelines may be asked to provide documentation of income eligibility. Acceptable documentation of income eligibility includes the prior year's state or federal tax return, current income statement from an employer or paycheck stub, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits, divorce decree, child support award, or other official document containing income information.
- 3.5.4. TracFone will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in Financial Assistance service. Persons who do not meet the eligibility requirements will be notified by U.S. Mail and the reason for the non-eligibility will be provided.

TRACFONE WIRELESS, INC. D/B/A WALMART FAMILY MOBILE®

Issued Date: November 1, 2017

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 9

Effective Date: '

anuary 10,2018

3.6. Annual Verification.

Customer is required to annually verify continued program eligibility in Financial Assistance every 12 months. If customer fails to complete the annual verification by Customer's service anniversary date, Customer will be de-enrolled from Financial Assistance. Upon de-enrollment from Financial Assistance, Customer will cease receiving a discount on service. If Customer is de-enrolled, Customer's phone will remain active and Customer may continue to use the phone so long as Customer has available airtime minutes and service days remaining on the phone. Customer may purchase airtime and service days to keep phone service active.

3.7. Termination for Lifeline Ineligibility.

If TracFone determines during its re-certification drive, or at any other time, that Customer fails to continue to qualify for Financial Assistance, Customer will immediately be deemed ineligible to participate in Financial Assistance, will be de-enrolled from Financial Assistance and will no longer receive the monthly reduction in service costs. Customers who are no longer eligible (for any reason) for enrollment in Financial Assistance must, within 30 days, notify TracFone that they no longer meet the eligibility requirements for enrollment. Customer's enrollment may also be cancelled upon the request of a state and/or federal authority. Note that, pursuant to FCC regulation, a person who enrolls in a Lifeline supported service may not enroll in Lifeline supported service with a different provider for a period of 60 days (if a voice service only subscriber) or 12 months (if the service includes data).

3.8. Termination for Misconduct.

- 3.8.1. TracFone reserves the right to cancel the enrollment of any Customer and/or permanently deactivate any customer's phone for fraud, misrepresentation or other misconduct as determined solely by TracFone. While participating in Financial Assistance, Customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or TracFone Service provided to him/her by TracFone Wireless. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE LIFELINE SUPPORTED PHONE OR SERVICE PROVIDED TO YOU. TRACFONECAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL CUSTOMER FROM FINANCIAL ASSISTANCE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if Customer:
 - (a) violate any of the terms and conditions of service set forth at WFM.FinancialAssistanceAvailable.com and www.myfamilymobile.com;
 - (b) lie to TracFone or attempt to defraud TracFone;
 - (c) allow anyone to tamper with your phone;

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 10

Effective Date:

ranuary 10,2018

- (d) threaten or commit violence against any of TracFone's employees or customer service representatives;
- (e) use vulgar and/or inappropriate language when interacting with TracFone's representatives;
- (f) steal from TracFone;
- (g) harass TracFone's representatives;
- (h) interfere with TracFone's operations;
- (i) engage in abusive messaging, emailing or calling;
- (j) modify your device from its manufacturer's specification; or
- (k) use the service in a way that adversely affects TracFone's network or the service available to other customers.
- 3.8.2. TracFone reserves the right to, without notice, limit, suspend or end Customer's service for any other operational or governmental reason. In addition to permanently terminating Customer's Service, criminal offenses (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution. Any violation of the prohibitions set forth herein will be reported to the appropriate legal authorities for prosecution. In addition, if TracFone determines, in its sole discretion, that a Customer has violated these prohibitions, TracFone will permanently de-enroll Customer from Financial Assistance, their phone will be permanently deactivated and Customer's personal information will be permanently flagged so that Customer may not re-enroll in Financial Assistance in the future.

3.9. Limitation of Liability

TracFone not liable to Customer for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. TracFone will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your TracFone phone is returned to TracFone for any reason, TracFone is not responsible and shall not be liable to Customer or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads Customer may have stored on the phone or which may remain on the phone.

TRACFONE WIRELESS, INC. D/B/A WALMART FAMILY MOBILE®

Issued Date: November 1, 2017



Arizona C.C. Tariff No. 1
Original Page 11

Effective Date:

fanuary 10,2018

3.10. Indemnification

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

3.11. <u>Dispute Resolution and Binding Arbitration</u>

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling Customer Care at 1-800-378-1684. As such, Customer agrees that Customer will first contact with any dispute and provide a description of the nature of the dispute, all relevant documents, other information concerning the dispute, and a proposed resolution before taking any formal action. If TracFone is are unable to reach a resolution of Customer's dispute within 30 days of notice to us, Customer agrees that Customer will submit the dispute to binding arbitration or small claims court rather than filing a lawsuit. Customer may forward Customer's dispute to: TracFone Wireless, Inc., Attn: Executive Resolution Department, 9700 NW 112 Avenue, Miami, FL 33178.

If Customer and TracFone are unable to reach a resolution of the dispute within 30 days of Customer's notice to us, Customer agrees that he/she will submit the dispute to binding arbitration as stated in Financial Assistance Terms and Conditions of Service set forth at WFM.FinancialAssistanceAvailable.com or small claims court rather than filing a lawsuit.

3.12. Choice of Law.

This Agreement shall be construed under the laws of the law of the State in which you reside without regard to its choice of law rules, except for the arbitration provision contained herein, which will be governed by the Federal Arbitration Act. If you reside outside of the United States, then this Agreement will be governed by the laws of the state of Florida.

3.13. Privacy Policy

The Privacy Policy governing the Service is available at the TracFone website found at www.TracFone.com.

Effective Date:

January 10,2018

SECTION 4. DESCRIPTION OF SERVICES OFFERED

4.1. <u>Service Description</u>

- 4.1.1. A person who submits a Lifeline application together with supporting documentation, who meets the Lifeline eligibility requirements, and is approved by TracFone to receive Lifeline benefits under the Financial Assistance Program, may request the applicable Lifeline discount set forth in Section 3.3 of this Informational Tariff.
- 4.1.2. A person who is approved for the Financial Assistance Program may purchase a WFM service plan that meets the Federal Communications Commission's minimum service standards for Lifeline service from the following:
 - 1. Online at www.myfamilymobile.com
 - 2. In person at a Walmart MoneyCenter
 - 3. Calling TracFone at 1-877-440-9758
- 4.1.3. The following WFM monthly plans meet the Federal Communications Commission's minimum service standards for Lifeline service:
 - 1. Unlimited Talk, Text & Data (First 1GB up to 4G LTE speed, then 2G speed) for \$24.88 (before Lifeline discount).
 - 2. Unlimited Talk, Text & Data (First 3 GB up to 4G LTE speed, then 2G speed) for \$29.88 (before Lifeline discount).
 - 3. Unlimited Talk, Text & Data (First 9 GB up to 4G LTE speed, then 2G speed) for \$39.88 (before Lifeline discount).
 - 4. Unlimited Talk, Text & Data (at 4G LTE speed) for \$49.88 (before Lifeline discount).
- 4.1.4. Financial Assistance Program Lifeline discount is applied at the time of purchase.

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 13

Effective Date: .

ranuary 10, 208

4.2. Service Activation

- 4.2.1. To use the WFM Service, you must first purchase and activate a WFM phone or a SIM Activation Kit ("Activation Kit") that can be used to activate a compatible phone that you already own. To activate your phone you must also purchase and redeem a wireless plan (a "Plan"). Plans are listed at Section 4.1.3 and www.myfamilymobile.com.
- 4.2.2 You may activate Service by visiting WFM's website at www.myfamilymobile.com
 or by calling Customer Care from a phone other than the one you intend to activate. If you purchased an Activation Kit to activate your own phone, follow the instructions that came with the Activation Kit to activate Service. When you activate Service, you will be provided a telephone number unless you elect to transfer or "port-in" a telephone number from 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 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 or liability to you.
- 4.2.3 When your activate your Service, you will also have the option of registering with us and creating an account ("Account") by providing your name, address, email address and alternative contact telephone number. If you elect not to register at the time of activation, you may not be able to obtain copies of your call detail records except upon service of a valid subpoena or a court order.
- 4.2.4 WFM Service can only be activated where the Service is offered, available and supported. The wireless telecommunications networks used to transmit the voice, text, and data services that support the Service offered by WFM are owned and operated by licensed commercial mobile radio service providers ("Underlying Carriers"), and not WFM.
- 4.2.5 If you are activating your own compatible phone, you are responsible for ensuring that your phone is unlocked, compatible with the Service, does not interfere with the Service, and that it complies with all applicable laws, rules, and regulations. TracFone's unlocking policy available www.myfamilymobile.com. 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 Underlying Carrier networks or will function on all phones. Some functions and features referenced in the manufacturer's manual provided with your phone may not be available when using the Service. Phones capable of only using data service are strictly prohibited and your use of such a phone with the Service is grounds for immediate termination of your Service without a refund.



Effective Date:

fanuary 10, 2018

4.2.6 TracFone may, at any time and without prior notice to you, modify, cancel, and/or deactivate your Service and/or take other corrective action, for any reason in our sole discretion, including, your violation of the terms and conditions of service set forth at WFM.FinancialAssistanceAvailable.com and www.myfamilymobile.com. Further, we may remotely change your phone's software, applications or programming without notice. This could affect the information stored on your phone, your phone's programming, and how you are able to use your phone. 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.

4.3. Service Usage

- 4.3.1 Plan Cycle. Your WFM Service will operate only after you have purchased and redeemed a Plan and so long as you have service days left on your Plan cycle. All Plans are on a monthly cycle ("Plan Cycle") and will start the day you redeem your Plan ("Service Start Date") and end after one (1) month from your Service Start Date ("Account Renewal Date"), unless you purchase and redeem a Plan on the 29th, 30th, or 31st day of any calendar month, in which case your Account Renewal Date will fall on the 1st day of the second calendar month after the month of your Service Start Date.
- 4.3.2 Text messaging. All Plans include unlimited nationwide calling and text messaging. WFM does not generally participate in Premium SMS services or campaigns. Premium SMS services refers to services that usually involve sending a text message to a designated "short code" or attempting to buy SMS services from anyone other than WFM. Premium SMS campaigns include casting a vote, donating to a charity, expressing your opinion, playing a game, or participating in interactive television programs through the use of a wireless phone. You should not attempt to participate in Premium SMS services or campaigns other than those authorized by WFM. Any text message you send to a "short code" not authorized by WFM will likely not go through. Any charges you may incur as a result of your attempts to participate in Premium SMS services or campaigns not authorized by WFM are not refundable.
- 4.3.3 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 Underlying 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.

TRACFONE WIRELESS, INC. D/B/A WALMART FAMILY MOBILE®

Issued Date: November 1, 2017

Original Page 15

Although TracFone recommends 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 W-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 or by contacting Customer Care at 1-877-440-9758. 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.

4.3.4 Roaming.

Domestic Roaming. 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 making or receiving calls while roaming domestically, WFM does not guarantee your ability to roam nor the availability and/or quality of services. Domestic roaming may be discontinued or changed at any time without notice. Use of Data Services while roaming is strictly prohibited while roaming domestically. Please be advised that due to Carrier restrictions, WFM reserves the right to terminate the Service of any WFM customer whose roaming usage exceeds 50% of their total usage in any three (3) Plan cycles within a 12 month period.

International Roaming. International roaming is not offered by WFM and is strictly prohibited unless you have purchased an international long distance ("ILD") card which allows for international roaming in select locations. See www.myfamilymobile for locations which allow for international roaming with the purchase of an ILD Card. Subject to the foregoing exception, if you are traveling outside of the United States or Puerto Rico you will not be able to make or receive calls using your Service. Any attempt to place or receive a call using your Service while traveling outside of the United States could result in service deactivation and account termination without a refund for unused service.

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 16

Effective Date:

anuary 10, 2018

- 4.3.5 <u>Emergency Calls.</u> 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.
- 4.3.6 <u>Data Speed</u>. Some Plans include a fixed amount of high speed data at 4G speeds depending on which Plan you select. After your high speed data threshold is reached, your data speeds will be reduced to as low as 64 kbps for the remainder of your Plan cycle. Your high speed data allowance will automatically reset each time you start your new Plan cycle, however, none of your unused high speed data will rollover. Once you start a new Plan cycle, you will lose any unused data and service days remaining on your current Plan. You will not receive a refund or credit for any unused data or service days you lose once a new Plan cycle begins. If your data speeds are reduced, the reduced speeds may impact the functionality of some data applications, such as streaming audio or video or web browsing. 4G/4G LTE networks are not accessible on all devices or in all locations. 4G/4G LTE networks require a capable device and SIM card. Actual availability, coverage, and speeds may vary. Data transmitted over Wi-Fi does not count against your data usage.
- 4.3.7 <u>Data Cards</u>. If your Service Plan does not come with a fixed amount of data or you ran out of high speed data prior to your Service Start Date you may purchase a data card ("Data Card"). You may add as many Data Cards to your Account as you want, however, a Data Card does not have any days of Service associated with it and it will not extend your Account Renewal Date. A Data Card cannot be used to activate Service on your Phone and will not provide you with data services unless you have purchased and redeemed a Plan. The data provided with a Data Card does not rollover and you will lose any unused data on your Account Renewal Date.
- 4.3.8 <u>Data Optimizer</u>. Plans that come with data also come automatically enabled with a feature that optimizes all detectable video streaming to DVD-quality (typically 480p) through the Carrier's network ("Data Optimizer"). Data Optimizer manages the amount of data used when streaming video on your phone in order to improve your experience by reducing the chances of your video stalling or buffering. You may disable the Data Optimizer feature at any time by contacting Customer Care. Video streaming over a Wi-Fi connection will be delivered at the video's native resolution.
- 4.3.9 Please refer to the Terms and Conditions of Service set forth at www.myfamilymobile.com for a detailed description of the terms and conditions governing data services.
- 4.3.10 <u>Coverage Map.</u> A coverage map may be found the WFM website at <u>www.myfamilymobile.com</u>. The coverage map depicts the geographical areas where our Service is available. This map is for general informational purposes

ORIGIN

Arizona C.C. Tariff No. 1
Original Page 17

Effective Date:

January 10,2018

only and depict the general coverage area of WFM. WFM does not guarantee coverage or Service availability and the coverage maps are not a guarantee of coverage. Coverage is not available everywhere. The coverage map displays 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 data speeds or no data connectivity and call interference. This could occur due to many factors including your phone features, 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 on your Phone. Some features on your Phone 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 WFM 's coverage map is based on the information provided by other carriers and public sources and we cannot guarantee their accuracy. The coverage map for your network may also vary based on your home location so please refer to our website for the most up-todate coverage map applicable to your device and geographic area. Your coverage may also vary based upon the WFM plan you select. Walmart Family Mobile is not responsible for any Service outages, interruptions in service or decline in the quality of service regardless of the cause.

4.4. Unauthorized Use of Service

- 4.3.11 Your Service (i.e., voice, text, or data services) may only be used for the following purposes: (a) person to person voice calls, (b) text and picture messaging, and (c) web browsing, email, ordinary content downloads and uploads, and video and audio streaming without excessively contributing to network congestion.
- 4.3.12 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. Examples of some unauthorized uses include, but are not limited to, the following:
 - 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, autodialed calls, or robocalls;
 - 2. automated text or picture messaging to another mobile device or e-mail address;

ORIGINAL

Arizona C.C. Tariff No. 1
Original Page 18

Effective Date:

invary 10, 2018

- 3. uninterrupted and continuous uploading, downloading, or streaming of audio or video;
- 4. 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;
- 5. as a substitute or backup for private lines or dedicated data connections;
- 6. access to the internet, intranets, or other data networks except as the device's native applications and capabilities permit (excluding all hotspot applications);
- 7. any applications that allow your phone to act as an internet access point or Wi-Fi for other devices and computers.
- 4.3.13 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. We further reserve the right to limit, deny, or terminate Service to anyone we believe is using their Service in an unauthorized manner or whose usage, in our sole discretion, adversely impacts a Carrier's network or customer service levels. We will presume you are engaging in an unauthorized use in violation of these Terms and Conditions, if in our sole discretion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, if your voice minute total exceeds 43,200 minutes during a 30-day period, or if your talk, text or data usage is harmful or disruptive to the Carrier's network or to our customer service levels. If we determine, in our sole discretion, that you are using your Service in violation of the terms and conditions of service set forth at www.myfamilymobile.com, or in any other manner that we deem to be unreasonable or excessive, we may interrupt, suspend, cancel, or terminate your Service.