

## **TERMS AND CONDITIONS**

Enfora, L.P. (“Enfora”) values your interest in the TicTalk phone and thanks you for visiting our website. The following terms and conditions apply to your use of this website, the TicTalk phone and/or the TicTalk prepaid wireless service.

### **TicTalk Phone Return Policy**

This return policy applies to TicTalk phones purchased through this website. If you purchased your TicTalk phone from a retailer, the retailer’s return policy will apply.

You have 14 days from the date of purchase to return the TicTalk phone to us for a full or partial refund of the purchase price (excluding taxes). To return the TicTalk phone you must (a) call customer support at 800-XXX-XXXX, provide proof of purchase and obtain a return merchandise authorization (RMA) number, (b) ship the TicTalk phone in its original packaging to the address specified by customer support, (c) prepay all shipping charges, and (d) insure the shipment and/or otherwise assume all the risk of shipment (including any damage in transit).

Enfora (or its authorized representative) will examine the return package upon receipt. If the original TicTalk package is unopened and undamaged, Enfora will refund the full amount of the purchase price. If the original package is opened and the TicTalk phone is in its original (new and undamaged) condition, and all insert materials are present, Enfora will charge a 20% restocking fee and refund 80% of the purchase price. If the package is opened and the TicTalk phone is damaged, or any insert materials are missing, the amount of the refund, if any, will be determined by Enfora in its sole discretion. In general, a refund will be processed within 30 days from receipt of the return package, and will be applied to the credit card that was used to purchase the TicTalk. Please note that no refunds will be given for any airtime minutes that may have been purchased for use with the TicTalk.

### **TicTalk Phone Limited Warranty**

The TicTalk phone is covered by a One-Year Limited Warranty as set forth in the Parent Guide included in the TicTalk package when sold. A copy of the Parent Guide (in Adobe PDF format) may be viewed or downloaded from the home page of this website.

### **TicTalk Phone License Agreement**

Use of the TicTalk phone is subject to a License Agreement as set forth in the Parent Guide included in the TicTalk package when sold. A copy of the Parent Guide (in Adobe PDF format) may be viewed or downloaded from the home page of this website.

### **TicTalk Prepaid Wireless Service**

Use of the TicTalk prepaid wireless service is subject to certain terms and conditions as set forth here and in other program materials, including but not limited to the TicTalk Brochure. A copy of the TicTalk Brochure (in Adobe PDF format) may be viewed or downloaded from the home page of this website.

Prepaid airtime minutes are valid for use with the TicTalk phone only. Airtime usage is billed in full minute increments. Rates listed in latest program materials apply. Directory assistance and off network roaming calls will incur an additional charge. There is no charge for emergency calls (911) or, where available, calls to customer service (611). Many government entities impose recurring taxes and other fees that are debited from your account as required by law. Airtime minutes expire 90 days from activation. Account balance is forfeited at the expiration date unless additional minutes are purchased within 30 days. If your account has a zero balance for 30 consecutive days after the expiration date, your account will be terminated and a new activation is required. Purchase price of minutes is not refundable or exchangeable.

Wireless coverage may vary from location to location, and any indication (on this website or in any coverage map) that coverage is available in your area does not guarantee service. Service within any coverage area, including the ability to make, receive and maintain calls, may be affected by a variety of factors including but not limited to terrain, weather, buildings, other structures, foliage, network traffic volume, network equipment outages, signal strength and the condition of customer equipment. Coverage areas may be reduced, expanded or otherwise changed from time to time and without notice.

### **TicTalk Website Privacy Policy**

A link to our privacy policy for this website is provided at the bottom of most or all pages on this website.

### **Links to Other Websites**

This website may contain links to other websites not operated by Enfora. Although Enfora aims to ensure that such websites are complimentary with this website and do not contain any offensive material, Enfora makes no representation or warranty with respect to the content of such websites.

### **Trademarks and Copyrights**

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Enfora owns the domain names for various websites related to the TicTalk phone, including but not limited to [www.tictalk.com](http://www.tictalk.com), [www.mytictalk.com](http://www.mytictalk.com), and [www.myfirstcellphone.com](http://www.myfirstcellphone.com).

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### **Changes to Terms and Conditions**

From time to time, Enfora may change one or more of these terms and conditions, or add other terms and conditions, in response to its business needs or changing business circumstances. Such changes will be effective as of the time and date on which they are posted to this website.