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J. Andrew Gipson
Direct Dial: 601-949-4789
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January 14, 2014

Via Electronic Filing and U.S. Mail

Mr. Dave Danner
Executive Director/Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive, S.W.
Olympia, WA 98504-7250

Re: Docket UT-121610; Boomerang Wireless, LLC d/b/a enTouch Wireless

Dear Mr. Danner:

Please find enclosed for filing on behalf of our client, Boomerang Wireless, LLC d/b/a enTouch Wireless an original and twelve (12) copies of the following forms which have been revised:

- Lifeline rate plans
- Sample Advertising: Flyer, enTouch Bag Insert, Airfair Bag Insert, Poster, and PUC Banner
- Terms of Service
- Lifeline Application Form

Please contact me or my assistant, Sherry Boyd (601) 949-4737, sboyd@joneswalker.com, if you have any questions or comments regarding this filing.

Sincerely,

A handwritten signature in blue ink that reads "J. Andrew Gipson".

J. Andrew Gipson

JAG/ssb
Enclosures
cc: Julia Redman-Carter

JONES WALKER LLP

ALABAMA • ARIZONA • CALIFORNIA • DISTRICT OF COLUMBIA • FLORIDA • GEORGIA • LOUISIANA • MISSISSIPPI • NEW YORK • TEXAS

{JX080915.2}



Washington
Boomerang Wireless, LLC d/b/a enTouch Wireless
Lifeline Plan Offerings

Boomerang Wireless, LLC d/b/a enTouch Wireless (“enTouch”) Lifeline plan offerings have core features and capabilities that are part of all the plan offerings. Following the three plans to be offered in Washington, are the ‘Features and capabilities available with all Lifeline Plan offerings,’ ‘Call Types and Usage’ and ‘Applicable Fees and Unit of Measure.’

Washington Lifeline Plan Offerings:

125 Free Monthly Minute Plan: This plan offers 125 minutes per month for voice and text. Lifeline free minutes are automatically posted each month on the Lifeline customer’s service date. Rollover units continue to rollover for one (1) month, and if unused will expire on the monthly service date two (2) months from the date upon which initially credited to the Subscriber. Rollover units do not transfer if the customer changes calling plans.

250 Free Monthly Minute Plan: This plan offers 250 minutes per month for voice and text. Lifeline free minutes are automatically posted each month on the Lifeline customer’s service date. There is no roll over of minutes with this plan.

1000 Plus Bundle Plan: (TRIBAL Offering Only.) This plan offers 1000 minutes per month for voice and text. Lifeline free minutes are automatically posted each month on the Lifeline customer’s service date. Tribal plan only available to Tribal members who reside on the reservation; There is no roll over of minutes.

Features and capabilities available with all Lifeline Plan offerings:

- Free handset: The handset may be a refurbished unit.
- Local calling
- Domestic/National Long Distance calling
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail
- 10 mb Data (website and email)
- Free 411: There are no charges, however applicable unit(s) are decremented
- 911 Emergency Service regardless of units/minutes available
- 611 Customer Service regardless of units/minutes available

Call Types and Usage:

411 Directory Assistance: Directory Assistance calls are free; there is no additional charge. However, units/minutes for Directory Assistance are deducted from the customer's available balance of units.

611 Company Customer Service: The Company's handsets can reach 611 Company Customer Service regardless of units (minutes) remaining on the handset. So, Lifeline Customers who use all their plan minutes prior to their monthly service date will still be able to place 611 calls to customer service from their Company phones. There is no decrement of Lifeline Customer's minutes when they dial 611 from their Lifeline phone.

911 Emergency Service: The Company's handsets can reach 911 Emergency services regardless of units (minutes) remaining on the handset. So, Lifeline Customers who use all their plan minutes prior to their monthly service date will still be able to place 911 calls for emergencies. There is no decrement of Lifeline Customer's minutes when they dial 911 from their Lifeline phone.

Roaming: There is no roaming available. Customers are not able to use their service outside of the Company's Designated Service Area.

Pay-Per-Call Service: The Company does not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

Text Messaging is available with the Washington Lifeline plans. The following apply to Text Messaging:

- Units/minutes are deducted for SMS Text Messaging at a per message per address sent to and per message received. (1 unit or 1 minute = 1 text)
- The Company does not offer Premium SMS Text Messaging Service at this time.
- The Company's SMS Text Messaging Service requires certain equipment. Most handsets are capable of receiving text messages; however sending text messages requires two-way SMS capable equipment.

Toll Free Numbers: calls to Toll Free Numbers are free; there is no additional charge. However, units/minutes for Toll Free Numbers are deducted from the customer's available balance of units.

Top Up Cards to Supplement Lifeline Plans: Lifeline Customers will be able to supplement their free Lifeline plan minutes by purchasing additional airtime at authorized retail outlets. The two brands of top up cards available at retail are Get Ready and Airfair.

Unit or Minute is the method of measuring the voice and text service. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. "1 unit = 1 minute = 1 text."

- Deduction of unit(s)/minute(s) for a completed call from a customer's handset begin when the SEND key is pressed and end when either party ends.
- There are no peak or off peak minutes associated with the Free Lifeline minutes associated with the Lifeline Plan offerings.

Applicable Fees and Unit of Measure:

Reactivation Fee of \$25.00 to reactivate your phone. This is not required for the initial activation of the Lifeline phone that is distributed to a qualified Lifeline Customer. There is no Activation Fee.

- The customer will need to send a money order or prepay via credit card before Services are reactivated.
- If the reactivation is for a Replacement phone, then the customer will be required to pay either the Reactivation Fee or Replacement Fee, but not both.

Replacement Fee of \$25.00 for the exchange of your phone for another phone or other equipment.

- Equipment will not be shipped until after the company receives the Replacement Fee. The customer may pay the Replacement Fee by sending a money order or prepaying via credit card.
- The Replacement fee will be waived for replacement of defective handsets (does not apply to breakage caused by customer negligence or water damage) returned complete with all accessories that came with the handset, in the original box with all materials and package inserts, within 30 days of receiving the handset.
- The Company requires receipt of the Replacement Fee for phones returned after the first 30 days and before the replacement phone is shipped.
- Though replacement phone will require reactivation of the Number, a customer will be assessed either the Replacement Fee or the Reactivation Fee, but not both.

Unit or Minute is the method of measuring the voice and text services. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. “1 unit = 1 minute = 1 text.”

- Deduction of unit(s)/minute(s) for a completed call from a customer’s handset begin when the SEND key is pressed and end when either party ends.

Terms of Service:

Terms of Service are available on the website, www.enTouchwireless.com, and are effective upon posting.

The proposed Terms of Service are attached separately for your review and feedback prior to posting on the website.

FREE



FREE PHONE SERVICE • FREE MINUTES MONTHLY

Supported by Lifeline benefit. A government sponsored program.



FREE PHONE

enTouch Wireless will provide a FREE PHONE
(Not a Lifeline supported benefit)

Examples of phones. Phone models subject to availability.

**YOU MAY BE
ELIGIBLE FOR THIS
BENEFIT IF YOU
PARTICIPATE IN:**

- FOOD STAMPS
- MEDICAID
- FREE LUNCH
- PUBLIC HOUSING
- SSI
- OR MEET INCOME REQUIREMENTS



DATE: _____

TIME: _____

PLACE: _____



If you have a complaint that is unsettled after working with Customer Service, you may contact your state commission at:

Washington Attorney General Consumer Protection

Toll Free: 1-800-551-4636

www.atg.wa.gov

Stop by and see us!



www.entouchwireless.com

Abbreviated Terms of Service for Communication Services

Effective as of 5/6/13 until replaced.

The Terms of Service are part of your agreement with enTouch Wireless for Mobile Services.

Use of Services and Equipment:

Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. enTouch Wireless service is for personal use only.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. You do not have any property right to your phone number. It may be changed or reassigned.

Phones and Other Equipment: The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling enTouch Wireless Customer Service. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss

or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00.

Service, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having usage (inbound or outbound); by buying additional product; or by responding affirmatively to our queries regarding your desire to continue to receive services.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify enTouch Wireless at 1.866.488.8719. You are required to recertify annually. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing,

or abusive purpose, or in such a way as to create damage or risk to our business.

Exchange Policy: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. To exchange a defective handset, please call Customer Service at 1.866.488.8719 to obtain a Return Authorization and shipping instructions.

Concerns, Complaints or Disputes: If you have questions, concerns, comments or complaints, please contact enTouch Wireless at www.entouchwireless.com or call Customer Care by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-866-488-8719 from another phone.

Termination of Access: enTouch Wireless may terminate your access without notice, for any conduct that enTouch Wireless, in its sole discretion, believes to be harmful: to individual users; to enTouch Wireless or any of its affiliates; to any rights of enTouch Wireless or any third party; or that violate applicable laws.

For a complete list of Terms & Conditions visit www.entouchwireless.com.

State Commission Contact:

For unresolved questions or complaints you may contact the applicable state commission or contact.

Arizona Corporation Commission
1200 W. Washington St. • Phoenix, AZ 85007
Local: 602.542.4251 Toll Free: 800.222.7000

Colorado Public Utilities Commission Consumer Affairs
1560 Broadway • Suite 250 • Denver, Colorado 80202
Toll Free: 800.456.0858 Fax: 303.894.2532
E-mail: dora_puc_complaints@state.co.us

Kansas Corporation Commission, Office of Public Affairs and Consumer Protection
1500 SW Arrowhead Road • Topeka, KS 66604
Topeka: 785.271.3140 Toll Free: 800.662.0027
Hearing/speech impaired at TDD Kansas Relay Center: 800.766.3777

Minnesota Public Utilities Commission
121 7th Place E. • Suite 350 • Saint Paul, MN 55101-2147
Toll Free: 800.657.3782 Fax: 651.297.7073

Oklahoma Corporation Commission
P.O. Box 52000 • Oklahoma City, OK 73152-2000
Local: 405.521.2331 Toll Free: 800.522.8154

Washington State Office of the Attorney General
800 5th Ave. Suite 2000 • Seattle, WA • 98104-3188
Toll Free: 1.800.551.4636 (in Washington only)
Local Phone: 206.464.6684
Washington State Relay Service for the Hearing Impaired: 1.800.833.6388
www.atg.wa.gov



Welcome to enTouch!



11279

save this information!

Phone #: _____

My ESN: _____

Anniversary Date*: _____



866.488.8719



*Your minutes will be added every 30 days from this date.
*Sus minutos estaran agregados cada 30 dias desde esta fecha.

What happens now?

What should I do when I receive my phone?

When you receive your phone in the mail, follow the instructions below. Once you call to Activate, your Lifeline Minutes will be activated on your phone.

What features come with my phone?

You will have excellent coverage with national wireless networks. Free 411 calls, Voicemail, Call Forwarding, Three Way Calling, Data Enabled & other features.

What do I receive with my service?

Your will receive your free handset that is loaded monthly with your Lifeline Minutes. Every 30 days after your activation date, your balance will automatically reload on your phone as long as you have an ACTIVE ACCOUNT. If you have not used your phone in 60 days your Lifeline service will be deactivated.

Can I get more minutes, text or data?

You can add voice minutes, texts, and data at any time. See backside for more talk, text & data plans. Look for these brands to top up with at your local retailers or call Customer Service at 866.488.8719 to top up.

Welcome to enTouch!

Follow these easy steps to get started. We will help you get started, answer questions and give options to purchase more talk, text or data.



Welcome to the Lifeline Program.

Activate Phone: Call 866.488.8719 before leaving event to activate.

Phone Number: Your phone number is located on the inside of the battery door and circled on the outside sticker of the bag you received your phone in.

FREE Minutes: You get free minutes monthly from Lifeline. (Programs vary by state.) Minutes will automatically reload on your anniversary date.

Keep Active: Use your phone regularly to keep plan active. No use in 60 days will deactivate your device.

Check Balance: Dial 611 on your Lifeline phone. Press 1 to hear balance.

Your Phone Company is enTouch Wireless powered by Boomerang Wireless.

Questions? Dial 611 on your Lifeline phone or call 866.488.8719 from a land line phone.

Active el Teléfono: Llame al 866.488.8719 antes de salir del evento para activar su teléfono.

Número de Teléfono: Su número de teléfono se indica en el interior de la tapa de la batería y también está encerrado en un círculo en la etiqueta exterior de la bolsa en que le entregaron su teléfono.

Minutos GRATIS: Cada mes, Lifeline le da minutos gratis. (Los programas varían según el estado.) Los minutos se cargan automáticamente cada mes en su fecha de aniversario.

Manténgalo Activo: Use el teléfono con regularidad para mantener activo su plan. Su dispositivo se desactivará si no lo usa en 60 días.

Compruebe: Marque 611 desde su telefono Lifeline. Presione 1 para escuchar el balance.

Su Compañía de Teléfono es enTouch Wireless powered by Boomerang Wireless.

Preguntas? Marque 611 desde su teléfono Lifeline o llame 866.488.8719 desde un teléfono.

Questions? Access Information from Your Phone.

Dial 611 from your Lifeline phone or call 866.488.8719.

¿Tiene preguntas? Marque 611 desde su teléfono Lifeline o llame 866.488.8719.

1 Press 1 to hear your air time balance.

Presione 1 para escuchar su balance de minutos.

2 Press 2 to add minutes to your cell phone.

Presione 2 para añadir minutos a su telefono celular.

3 Press 3 for assistance with your phone.

Presione 3 para obtener ayuda con su telefono.

4 Press 4 to find out your anniversary date.

Presione 4 para saber su fecha de aniversario.

Want More Talk, Text or Data?

¿Necesita más minutos?

Es fácil añadirle minutos a su teléfono. Vea los detalles del plan al dorso.

Follow the directions below to top up through Customer Service or at your local retailer.



Customer Service:

Dial 611 on your Lifeline phone or call 866.488.8719 from a land line phone. Debit or credit card required.

Marque 611 desde su teléfono Lifeline o llame 866.488.8719. Se requiere tarjeta de débito o de crédito.



Retail:

Check our website for a retail location near you | www.airfairmobile.com

Tiendas: Busque las tarjetas de recarga en las siguientes tiendas locales.

	price	talk/text units	DATA	days
Lifeline Wireless Phone Reload	\$5	0	100mb	30
enTouch WIRELESS	\$10	0	500mb	30
airfair wireless	\$20	1500	0	30
	\$30	Unlimited	0	30
	\$50	Unlimited	4GB	30

1 UNIT = 1 TEXT or 1 VOICE MINUTE
* Rates are subject to change without notice.

	price	minutes	texts	DATA	days
get2uady!	\$7	100	200	5mb	7
BE BUY PLAN	\$20	500	1,000	20mb	30
	\$30	1,000	1,200	30mb	30

* Rates are subject to change without notice.



955 Kacena Rd, Ste A
Hiawatha, IA 52233

email: support@entouchwireless.com



866.488.8719

www.entouchwireless.com

Need More Talk, Text or Data?



Customer Service:
866.488.8719

Dial 611 on your Lifeline phone or call
866.488.8719 from a landline phone.
Debit or credit card required.



Retail:

Look for the following reload
cards at local retailers. Call
customer service to locate a
retailer nearest you.



price	talk/text units	DATA	days
\$5	0	100 mb	30
\$10	0	500 mb	30
\$20	1500	0	30
\$30	unlimited talk & text <small>Acceptable use policy 3000 min/line/mo</small>	0	30
\$50	unlimited <small>Acceptable use policy 3000 min/line/mo 1 GB freebies to TX.</small>	0	30

1 UNIT = 1 TEXT or 1 VOICE MINUTE

FREE



FREE PHONE SERVICE • FREE MINUTES MONTHLY

Supported by Lifeline benefit. A government sponsored program.



FREE PHONE

enTouch Wireless will provide a FREE PHONE
(Not a Lifeline supported benefit)

Examples of phones. Phone models subject to availability.

**YOU MAY BE
ELIGIBLE FOR THIS
BENEFIT IF YOU
PARTICIPATE IN:**

- FOOD STAMPS
- MEDICAID
- FREE LUNCH
- PUBLIC HOUSING
- SSI
- OR MEET INCOME REQUIREMENTS



DATE: _____

TIME: _____

PLACE: _____



If you have a complaint that is unsettled after working with Customer Service, you may contact your state commission at:

Washington Attorney General Consumer Protection

Toll Free: 1-800-551-4636

www.atg.wa.gov

Stop by and see us!

www.entouchwireless.com



11122-WA

*If you have a complaint that is unsettled after working
with Customer Service, you may contact:*

Washington State Office of the Attorney General

800 5th Ave. Suite 2000 Seattle, WA 98104-3188

Toll Free: 1-800-551-4636 (in Washington only)

Phone: 206-464-6684

**Washington State Relay Service for the
Hearing Impaired:** 1-800-833-6388

www.atg.wa.gov



Terms Of Service

enTouch Wireless Terms and Conditions for Communication Services

Effective as of January 15, 2014 until replaced.

Thank you for choosing enTouch Wireless powered by Boomerang Wireless ("enTouch Wireless"). These terms and conditions are part of your agreement with enTouch Wireless for Mobile Services. For the most current version of the terms and conditions, please visit our website at www.enTouchwireless.com or call Customer Service at 1.866.488.8719. The terms and conditions included with your Mobile phone may not be the most current version. If you activated Mobile Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions. If you have questions about your enTouch Wireless Services, call enTouch Wireless Customer Service at 1.866.488.8719 or visit our website at www.enTouchwireless.com.

Your agreement ("Agreement") with enTouch Wireless powered by Boomerang Wireless and any of its affiliates doing business as enTouch Wireless providing mobile phone services ("Services") to you is made up of these terms and conditions of service ("Terms"). We use the words "we," "us" or "our" to refer to enTouch Wireless powered by Boomerang Wireless and its affiliates doing business as enTouch Wireless in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call) you accept the Agreement.

Provision of Service: Your free phone or purchased digital mobile phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify or are eligible under federal guidelines for Services. Services in some areas are managed and provided under contract with enTouch Wireless by independent affiliates to our network provider. Some Services may not be available or may operate differently in certain affiliate markets.

Changes to Agreement: enTouch Wireless may modify this Agreement at any time by posting the revised Agreement on the website. Any changes to the Terms are effective when we publish the revised Terms of Service. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services. For purposes of the Agreement, "use" includes keeping the right to access the enTouch Wireless Coverage Area by not terminating Services. You may not modify the Agreement.

Use of Services and Equipment; Availability: Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. EnTouch Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other EnTouch Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other



Terms Of Service

EnTouch Wireless customers. A typical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the EnTouch Wireless Terms of Service. Services are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals. Services are available within the operating range of the EnTouch Wireless Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your EnTouch Wireless phone will not accept the services of any wireless provider other than EnTouch Wireless.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. You do not have any property right to your phone number. It may be changed or reassigned. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services and Equipment.

Charges: You will receive free airtime as part of your EnTouch Wireless service. Airtime is used in one-minute increments and any fraction of a minute is rounded up and charged at the full minute rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. You may also choose to add Airtime through a Top Up card or other commerce channel. This airtime may be invalidated if not paid for by the retailer. Directory assistance calls are free to you, but you will be billed for normal airtime. Any rollover minutes associated with a plan offering expire after 60 days from the date the minutes were issued. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. Your account is not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party.

Lifeline Activity Alerts and Other Text Messages: EnTouch Wireless will use text messaging to keep in touch with you for things like:

- Balance Alerts
- Activation Status
- Product Offers
- Reload Specials

When you sign up for Lifeline Services with EnTouch Wireless you are asked to OPT IN to receive these messages. You can also choose to not receive these messages. If you choose to OPT OUT of text messages, then the only text messages you will receive are the Lifeline



Terms Of Service

notifications required by the FCC, such as the 30-day non-usage notice, the recertification notices, etc. The customer cannot opt out of the required FCC notifications.

If you choose to OPT IN for these messages, they will be delivered to you based on your phone usage. You must use your phone every 60-days to maintain your Lifeline benefits. (See 'SERVICES, Prepaid Services' for more information on maintaining an active account.) You must also recertify annually that you are eligible for Lifeline services.

~Shortcode 9127 from your Sprint powered phone: At any time, you may stop receiving EnTouch Wireless Lifeline Activity Alerts. Text **STOP** to 9127 about any message received to discontinue receiving that message. You can also call 866.488.8719 to OPT OUT of EnTouch Wireless messaging or send an email to support@enTouchwireless.com. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at support@enTouchwireless.com.

~Shortcodes 2560 and 2561 from your Verizon powered phone: At any time, you may STOP receiving EnTouch Wireless Lifeline Activity Alerts. Text **STOP** to 2560 or 2561 about any message received to discontinue receiving that message. You can also call 866.488.8719 to OPT OUT of EnTouch Wireless messaging or send an email to support@enTouchwireless.com. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at support@enTouchwireless.com.

~Shortcodes 37046 or 40262 from any phone: At any time, you may STOP receiving EnTouch Wireless Lifeline Activity Alerts. Text **STOP** to 37046 or 40262 about any message received to discontinue receiving that message. You can also call 866.488.8719 to OPT OUT of EnTouch Wireless messaging or send an email to support@enTouchwireless.com. The customer cannot opt out of the required FCC notifications.

To receive SMS HELP dial 611 on your phone, or from another phone call 866.488.8719. You can also email us at support@enTouchwireless.com.



Terms Of Service

Notices: You may get our current address for written notice by calling EnTouch Wireless Customer Service. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling EnTouch Wireless Customer Service, and (2) we may notify you by leaving a message for you on your EnTouch Wireless Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

Phones and Other Equipment: Phones and other equipment may be provided at no charge to you as part of the EnTouch Wireless offering. Phones, which are refurbished, and other equipment may also be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling EnTouch Wireless Customer Service. You are responsible for all charges for Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation or replacement fee of \$25.00. You will need to send a money order or prepay via credit card before we reactivate or send a replacement phone. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID: Caller ID display on incoming calls to your Number depends on receiving the information from the calling party.

Pay-Per-Call Service: EnTouch Wireless will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

Limitation of Liability: Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated Services to you during the affected period.

Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- any act or omission of any telecommunications service or other service provider other than us;



Terms Of Service

- any directory listing;
- any dropped calls or inability to place or receive calls;
- any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- any late or failed message delivery;
- any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or
- your negligent or intentional act or omission.
- **NO CONSEQUENTIAL OR OTHER DAMAGES: UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.**

Neither EnTouch Wireless nor any of its affiliates, nor the directors, employees or other representatives of any of them are liable for damages arising out of or in connection with the use of the products or services. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Indemnification: You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.



Terms Of Service

Governing law: For the state of Minnesota:

For services provided pursuant to the Lifeline program, this Agreement is governed by and must be construed under federal law and the laws of the State of Minnesota, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Minnesota.

For services other than those provided pursuant to the Lifeline program, equipment, and top-up cards, which are not a part of the Lifeline program, this Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Iowa.

Governing law: For all states except for Minnesota:

This Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the person jurisdiction of the courts in the state of Iowa.

General: If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Copyright and Trademark: Trademarks, product names, and company names and logos appearing on EnTouch Wireless are the property of their respective owners. Users must obtain permission from EnTouch Wireless before copying or using the owner's trademarks, product names and company names and logos.

SERVICE, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having usage (inbound or outbound), by buying additional product, by responding affirmatively to our queries regarding your desire to continue to receive services. You may also elect to purchase additional services, including additional voice minutes, text plans, etc. When purchasing prepaid services, you are responsible for prepaying all charges for using the service.



Terms Of Service

The balance in your prepaid account is reduced by the charges attributable to your use of the service. You must keep a positive balance in your prepaid account to continue using the service. Anyone who purchases or uses the service, with or without the purchaser's consent is considered a user and subject to the terms and conditions.

Service Limits and Coverage Maps: Service is available to your handset only when it is within the range of our system or of an operator with which we have an applicable agreement. Coverage maps you may have viewed are only estimates; actual service coverage and service quality may vary, and are not guaranteed under the terms and conditions.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify EnTouch Wireless at 1.866.488.8719. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive purpose, or in such a way as to create damage or risk to our business. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you. All rates and fees are subject to change without notice. Service provided is subject to our business policies, which can change without notice. Visit www.enTouchwireless.com for current rates and information. For Customer Care, call 1.866.488.8719. To dispute charges you must notify us within 15 days of the date of the disputed call. Terms and conditions can be modified without notice; visit www.enTouchwireless.com for current terms and conditions.

Exchange Policy: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. This policy does not apply to breakage caused by customer negligence or water damage. Note that the exchange policy, including the number of days for exchange, may be changed without notice and the policy may not apply to certain products. To exchange a defective handset, please call Customer Service at 1.866.488.8719 to obtain a Return Authorization and shipping instructions. You must return the product at your expense, complete with all accessories that came with the handset, in the original box with all materials and package inserts within 30 days of receiving the handset. Phones returned after 30 days will require a replacement fee of \$25.00 before the replacement phone is mailed. The replacement fee may be paid by sending a money order or prepaying via credit card. Upon EnTouch Wireless' receipt of the returned product, EnTouch Wireless will ship you the replacement handset. Any other disputes should be handled by Customer Service. If you do not dispute any charge on your account prior to its going inactive or within 30 days of the date of the receipt, whichever comes first, you give up your right to dispute.

Concerns, Complaints or Disputes: If you have questions, concerns, comments or complaints, please contact EnTouch Wireless at www.enTouchwireless.com or call Customer Care by dialing 611 from your cell phone (does not use your Lifeline minutes) or dialing 1-866-488-8719 from another phone.



Terms Of Service

~Applicable Time Frames: If disputing charges, you must notify EnTouch Wireless within 15 days of the date of the disputed call. If you do not dispute any charge on your account prior to the account going inactive or within 30 days of the date of the charge or the date of receipt a replacement phone, whichever comes first, you give up your right to dispute.

~State Commission Contact: After contacting EnTouch Customer Service and before proceeding to Arbitration, you may also contact the applicable state commission or contact who are also committed to addressing customer concerns and complaints.

Arizona Corporation Commission

Phoenix Office: 1200 W. Washington St.
Phoenix, AZ 85007

Tucson Office: 400 W. Congress, Ste. 218
Tucson, AZ 85701

- **Within Metro Phoenix:** 602-542-4251
- **Phoenix Toll Free:** 1-800-222-7000
- **Within Metro Tucson:** 520-628-6550
- **Tucson Toll Free:** 1-800-535-0148
- **Link:** <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

Colorado Public Utilities Commission

Consumer Affairs,
1560 Broadway, Suite 250
Denver, Colorado 80202

- **Phone:** 303-894-2070
- **Toll Free:** 800-456-0858
- **Fax:** 303-894-2532
- **E-mail:** dora_puc_complaints@state.co.us
- **Link:** <http://www.dora.state.co.us/PUC./consumerassistance.htm>



Terms Of Service

Kansas Corporation Commission,
Office of Public Affairs and Consumer Protection,
1500 SW Arrowhead Road,
Topeka, KS 66604

- **in Topeka:** (785) 271-3140
- **Toll Free:** (800) 662-0027
- **Hearing or speech impaired at TDD Kansas Relay Center:** (800) 766-3777
- **Link:** <http://www.kcc.state.ks.us/pi/index.htm>

Minnesota Public Utilities Commission
121 7th Place E., Suite 350
Saint Paul, MN 55101-2147

- **Consumer Assistance:** 651.296.0406
- **Administration:** 651.296.7124
- **Toll Free:** 800.657.3782
- **Fax:** 651.297.7073
- **Link:** <http://www.puc.state.mn.us/puc/consumers/index.html>

Washington State Office of the Attorney General,
Consumer Protection,
800 5th Ave. Suite 2000,
Seattle, WA 98104-3188

- **Toll Free:** 800.551.4636 (in Washington only)
- **Phone:** 206.464.6684
- **Washington State Relay Service for the Hearing impaired:** 800.833.6388
- **Link:** <http://www.atg.wa.gov>

Arbitration: Any dispute arising out of the Agreement or relating to the Services and Equipment must be settled by arbitration administered by the American Arbitration Association in Des Moines, Iowa. Information regarding this procedure may be found at www.adr.org. Each party will bear the cost of preparing and prosecuting its case. We will reimburse you for any filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court having jurisdiction. The arbitrator has no power or authority to alter or modify the Agreement, including the foregoing Limitation of Liability section. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. This provision is subject to the Federal Arbitration Act.



Terms Of Service

No Warranties by EnTouch Wireless: ENTOUCH WIRELESS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTOUCH WIRELESS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY.

Termination of Access: EnTouch Wireless may terminate your access without notice, for any conduct that EnTouch Wireless, in its sole discretion, believes to be harmful to individual users, EnTouch Wireless or any of its affiliates, or any rights of EnTouch Wireless or any third party, or to violate applicable laws.



STATE OF WASHINGTON

LIFELINE PROGRAM APPLICATION

Lifeline Self-Certification Form

To enroll in the Lifeline America program you need to complete this form. The information is used to certify with the Federal Communications Commission that you are participating in Lifeline with us.

Lifeline Service Disclosure

Lifeline is a government assistance program and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Only one Lifeline benefit is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one per household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and Lifeline is a non-transferable benefit and you may not transfer this benefit to any other person, regardless if they qualify for Lifeline.

STEP 1—APPLICANT INFORMATION

USE BLACK OR BLUE INK ONLY

Full Name Phone:

Residential Address*:

Billing Address:

(*No PO Boxes. Residence of Tribal lands must provide descriptive address.)

City: State: ZIP:

Email: Birth Date:

Last 4 digits of SSN or Tribal ID* New/Conv? New Phone ESN:

*Check One:
 Permanent
 Temporary

(*Applicants living on Tribal lands who lack a Social Security Number may instead provide an official Tribal government identification card.)

STEP 2: CERTIFICATIONS: I participate in the following public assistance programs (check one):

DSHS Programs (bulleted list below):	Federal Programs:
• Supplemental Nutrition Assistance Program (SNAP)	National School Lunch Program (NSL) (Free Program Only)
• Medicaid	Low-income Heat & Energy Assistance (LIHEAP)
• Supplemental Security Income (SSI)	Tribally administered TANF
• Temporary Assistance for Needy Families (TANF)	Bureau of Indian Affairs General Assistance
	Federal Public Housing Assistance (Section 8)
DSHS Client ID (if qualifying through SNAP, TANF, SSI or Medicaid):	Food Distribution Program on Indian Reservations
	Tribally administered Head Start (meeting the income Qualifications / Tribal lands only.)

My household income is at or below 135% of 2013 federal poverty guidelines. I provided documentation confirming my household income level.			
# Persons in Household	Income	# Persons in Household	Income
1	\$15,512	4	\$31,793
2	\$20,939	5	\$37,220
3	\$26,366	6	\$42,647

_____ (init) I am seeking Tribal lands Lifeline support and certify that I reside on Federally-recognized Tribal lands.

If you do not participate in one of these programs and someone in your household does:

Relationship to Participant: _____
 Documents Reviewed for Certification: _____
 Name of Person Participating _____

- I certify that the person demonstrating program participation is a member of my household.
- I certify that the person name on the participation documentation is not already receiving a Lifeline discount.



STATE OF WASHINGTON

STEP 3: CHOOSE YOUR PLAN: Choose one of the following plans. This plan will be reloaded to your phone monthly as long as you are eligible & certified.

FEATURE/ DESCRIPTION	125 FREE MONTHLY MINUTES	250 FREE MONTHLY MINUTES	TRIBAL: 1000 PLUS BUNDLE PLAN MONTHLY MINUTES
• Local Calls	Y	Y	Y
• National Long Distance	Y	Y	Y
• Voicemail	Y	Y	Y
• Nationwide Text	Y- 1 text =1 min.	Y- 1 text =1 min.	Y- 1 text =1 min.
• Free 411	Y	Y	Y
• Data Enabled (website and email)	Y	Y	Y
• Carry Over Minutes Month to Month	Y	N	N

STEP 4: SIGNATURE (Read, Initial & Sign):

_____ (init) I acknowledge and consent to enTouch Wireless divulging my name, telephone number, address, date of birth, last four digits of SSN or Tribal ID, amount of support being sought, means of qualification for support, and dates of service initiation and termination to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies me as receiving more than one Lifeline subsidy per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

_____ (init) I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

_____ (init) I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

_____ (init) My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

_____ (init) I understand that I must notify enTouch Wireless and provide my new address within 30 days of moving.

_____ (init) If I do not have a permanent address and have supplied instead a temporary address above, I understand that enTouch Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify enTouch Wireless within 30 days of my new address after moving. If I do not respond to enTouch Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from enTouch Wireless' Lifeline service.

_____ (init) I understand that I must notify enTouch Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program or my annual household income exceeds 135 percent of the federal poverty guidelines; (2) I receive more than one Lifeline-supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

_____ (init) I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

_____ (init) I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

_____ (init) I hereby authorize the Company to send text messages to my Company provided wireless number about my Lifeline benefit. Text messages sent by the Company will not decrement my available wireless minutes or texts. Standard voice, data and text rates will apply to all messages to and from anyone other than the Company.

_____ (init) I authorize DSHS to disclose or give eligibility for Lifeline assistance until such time as I notify enTouch Wireless that I no longer meet the criteria for receiving Lifeline or until for any reason I am de-enrolled and my enTouch Wireless Lifeline Credit benefits are terminated.

_____ (init) I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

Applicants Signature _____ Date: _____

Agents Signature _____ Date: _____

Questions? Call 866-488-8719 for Customer Service.

After contacting Customer Service, you may address your unsettled complaints to:

Washington State Office of the Attorney General
 800 5th Ave. Suite 2000 • Seattle, WA • 98104-3188
 Toll Free: **1.800.551.4636** (in Washington only)
 Phone: **206.464.6684** • Washington State Relay Service for the Hearing Impaired: **1.800.833.6388**
www.atg.wa.gov