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June 25, 2012

VIA WUTC WEB PORTAL AND OVERNIGHT FEDEX

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

Re: UT-111570
Petition Of Budget Prepay, Inc. For Limited Designation As An Eligible
Telecommunications Carrier In Washington

Dear Mr. Danner:

Please find enclosed for filing the original and twelve (12) copies of the Second Amendment to the Petition of Budget PrePay, Inc. for Limited Designation as an Eligible Telecommunications Carrier in Washington. Electronic copies were submitted with the WUTC Records Department as of this date.

Feel free to contact the undersigned with any questions or requests for supplementation or clarification regarding the application.

Respectfully submitted,



Brooks E. Harlow
Todd B. Lantor
Marc Paul

Counsel for Budget PrePay, Inc.

Cc: Mr. William Weinman (via email, with attachments)
Ms. Jing Liu (via email, with attachments)

Attachments

**BEFORE THE
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

In the Matter of the Petition of

BUDGET PREPAY, INC.
For Limited Designation as an Eligible
Telecommunications Carrier and for
Waiver of Certain Requirements in
WAC 480-123-030

Docket No. UT-111570

**SECOND AMENDMENT TO PETITION
OF BUDGET PREPAY, INC. FOR LIMITED DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN WASHINGTON**

Budget PrePay, Inc. (“Budget PrePay”), hereby amends its Petition, filed on August 29, 2011, to make the following changes and additions to the Petition:

1. Replaces the “Budget Mobile In-Store Warranty & Return Policy” in Amended Exhibit D to the Petition with Budget PrePay’s new handset replacement policy which increases the return period from ten (10) to thirty (30) days.
2. Replaces Exhibit G to the Petition with Budget PrePay’s new Terms and Conditions of Service, which meet Budget PrePay’s commitment not to deduct plan minutes for calls to 611 or customer service.
3. Adds Exhibit H, which amends and clarifies the calling plans consistent with Budget PrePay’s FCC Compliance Plan filed on March 8, 2012.
4. As of today, Budget PrePay has been designated as a wireless, Lifeline-only ETC in the follow states: Louisiana, Arkansas, Maryland, Nevada, Rhode Island, Kentucky, Wisconsin, and Pennsylvania.

These amendments supersede all prior filings to the extent they are inconsistent with the current filings.

RESPECTFULLY SUBMITTED this 25th day of June, 2012.

LUKAS, NACE, GUTIERREZ & SACHS, LLP

By: Brooks E. Harlow
Brooks E. Harlow (WSBA #11843)
Todd B. Lantor
Marc Paul

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Counsel for Budget PrePay, Inc.

Exhibit D



Budget Mobile In-Store Warranty & Return Policy

HANDSETS UNDER WARRANTY

- Budget Mobile refurbished handsets have a warranty of thirty (30) days from the activation date.
- Customer abuse or neglect on handsets voids the warranty. Budget Mobile is not able to credit or accept back handsets that have obvious abuse.
- Handset warranty only covers manufacturer's defects that interfere with making or receiving calls.

HANDSETS RETURNED

- Budget Mobile handsets can be upgraded after thirty (30) days from the date it was activated for a \$10.00 processing fee. This fee is in addition to the price of the new handset.
- All returns MUST include handset, battery, battery cover (if applicable), charger and quick guide manual. Missing items voids the warranty or customer could receive partial credit.
- ESN/Serial Number on handsets MUST match the ESN/Serial Number on customer account.
- Customer is responsible for any airtime used. NO refunds will be given for additional airtime added.

Budget Mobile is NOT responsible for lost or stolen handsets. Customers may purchase a replacement handset if original handset is lost or stolen. An additional \$10.00 processing fee will be applied to the cost of the handset purchased by customer.

Exhibit G

UT-111570, Exhibit G
Customer Terms and Conditions
(June 2012 Amendment)

TERMS AND CONDITIONS OF SERVICE

These BUDGET MOBILE Terms and Conditions of Service are a legally binding agreement between you and BUDGET MOBILE. They contain important information about your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. BUDGET MOBILE reserves the right to change or modify any of these BUDGET MOBILE Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these BUDGET MOBILE Terms and Conditions of Service will be binding upon you once posted on the BUDGET MOBILE website at www.budgetmobile.com. You should check the BUDGET MOBILE website regularly for updates to these terms.

By enrolling in the BUDGET MOBILE Program (the "BUDGET MOBILE Program") and by using the BUDGET MOBILE service (the "BUDGET MOBILE Service"), you ("You"), the participant, acknowledge and agree to the following terms and conditions:

BUDGET MOBILE PROGRAM DESCRIPTION

The BUDGET MOBILE Program provides Lifeline Service, which is a government assistance program funded by the Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the BUDGET MOBILE Program, a person must meet certain eligibility requirements set by each state where the BUDGET MOBILE Program 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 Federal Poverty Guidelines as defined by the US Government. Federal law limits the availability of the BUDGET MOBILE Program. The BUDGET MOBILE Program allows one (1) enrollment per "household". A "household" is any individual or group of individuals who are living together at the same address as one economic unit. The BUDGET MOBILE Program permits only one Lifeline benefit per household, therefore, no person currently living in the household may receive Lifeline benefits from any other Lifeline program. The BUDGET MOBILE Program is a non-transferable benefit and Subscriber may not transfer the benefit to any other person.

Applicants for the BUDGET MOBILE Program 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.
- Are at least 18 years of age or older
- Do not currently receive lifeline support for a telephone line serving their residential address and no other person in their household participates in the Lifeline program. Are not claimed as a dependent on another person's federal or state income tax return.
- Will notify BUDGET MOBILE by calling 1-888-777-4007 within 30 days if and when they no longer qualify for any of the public assistance programs or exceed the income levels identified in their application form.
- Will notify BUDGET MOBILE within 30 days of any change of address by calling 1-888-777-4007.
- If living at a temporary residential address, will verify the temporary address every 90 days.
- Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief.
- Acknowledges that providing false and fraudulent information to receive Lifeline benefits is punishable by law.
- Acknowledges a requirement to recertify eligibility at any time and that failure to do so will result in de-enrollment and termination.

Lifeline service, provided under the BUDGET MOBILE Program is a federal benefit plan and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the Budget Mobile Program.

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Applicants who qualify and are enrolled in the BUDGET MOBILE Program will receive a free cellular phone provided by BUDGET MOBILE together with a free allotment of airtime minutes each month for up to one year. Alternatively, for a discounted rate, applicants who qualify and are enrolled in the BUDGET MOBILE Program will receive a free cellular phone and significant allotment of minutes for talk and texting. BUDGET MOBILE will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the BUDGET MOBILE Program. The monthly airtime minutes provided by the BUDGET MOBILE Program under any plan may vary from state to state and will be based upon the Plan Option selected. Please call BUDGET MOBILE at 1-888-777-4007 or visit our website at www.budgetmobile.com for further information.

Upon enrollment in the BUDGET MOBILE Program, you will be qualified to participate for up to one (1) year. To continue your enrollment in the BUDGET MOBILE Program after the initial year, you must verify at least annually that you are qualified for continued enrollment in the BUDGET MOBILE Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the BUDGET MOBILE Program in Your state. BUDGET MOBILE will also conduct verification for each state according to its rules. If BUDGET MOBILE determines during its verification, or at any other time, that a customer fails to continue to qualify for the BUDGET MOBILE Program, such customer will immediately be deemed ineligible to participate in the BUDGET MOBILE Program, will be de-enrolled from the BUDGET MOBILE Program and will no longer receive the free monthly minutes or other monthly minute allotment under the customer's plan. BUDGET MOBILE Customers who are no longer eligible (for any reason) for enrollment in the BUDGET MOBILE Program must notify BUDGET MOBILE within 30 days that they no longer meet the eligibility requirements for enrollment. A BUDGET MOBILE customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

BUDGET MOBILE reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's BUDGET MOBILE phone for fraud, misrepresentation or other misconduct as determined solely by BUDGET MOBILE. While participating in the BUDGET MOBILE Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or BUDGET MOBILE Service provided to him/her by BUDGET MOBILE. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE BUDGET MOBILE CELLULAR PHONE OR BUDGET MOBILE SERVICE PROVIDED TO YOU BY BUDGET MOBILE. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if BUDGET MOBILE determines, in its sole discretion, that a BUDGET MOBILE customer has violated these prohibitions, BUDGET MOBILE will permanently de-enroll the customer from the BUDGET MOBILE Program, their phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the BUDGET MOBILE Program in the future. If you have any questions, concerns, comments or complaints regarding the BUDGET MOBILE Program or Service, offerings or products, please call BUDGET MOBILE Customer Service at 1-888-777-4007. You may also contact your state's Public Service Commission/Public Utility Commission.

ACTIVATION AND USE OF YOUR BUDGET MOBILE PHONE

Upon enrollment in the BUDGET MOBILE Program, you will receive a pre-activated BUDGET MOBILE phone delivered to your home address noted in the application. Your account will not be activated until you complete an outbound call on your handset. You must accept the BUDGET MOBILE telephone number assigned to your BUDGET MOBILE phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the BUDGET MOBILE Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not BUDGET MOBILE. The number assigned to your BUDGET MOBILE phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your BUDGET MOBILE phone. Your BUDGET MOBILE phone can only be used through BUDGET MOBILE, and cannot be activated with any other wireless or cellular service. BUDGET MOBILE Services are provided at BUDGET MOBILE's discretion. Some functions and features referenced in the Manufacturer's manual provided with your BUDGET MOBILE phone may not be available on your BUDGET MOBILE handset. BUDGET MOBILE may modify or cancel any BUDGET

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MOBILE Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

AIRTIME RATES, USAGE AND INCLUDED MONTHLY MINUTES

While you are enrolled in the BUDGET MOBILE Program, you will receive a free monthly allotment of airtime minutes or a larger monthly allotment of minutes for a discounted rate as provided for the BUDGET MOBILE Program approved in your state and the minute Plan that you select. BUDGET MOBILE airtime is issued in minute (or unit) increments. Units are deducted from the BUDGET MOBILE phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance.

New BUDGET MOBILE customers must choose a plan upon enrollment. Existing BUDGET MOBILE customers who wish to switch plans may do so at www.budgetmobile.com or by calling 1-888-777-4007.

Airtime minutes will be deducted for all time during which your BUDGET MOBILE phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, and to access your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the BUDGET MOBILE Web ("WAP"). Each text message sent or received by Subscribers is equivalent to one minute of usage and reduces a Subscriber's plan minutes accordingly. Text messages initiated by BUDGET MOBILE do not reduce the airtime minutes in your plan. No credit or refund is given for dropped calls. Subscribers can use the service to place 911 emergency services calls regardless of whether any minutes remain on their account or activation status. There is no cost to Subscribers to contact the Company's customer care at 888-777-4007 or 611 via their handsets. Any minutes used by Subscriber for calls to Company's customer care are credited back to Subscriber's account.

SERVICE END DATE, DEACTIVATION AND REACTIVATION

As a BUDGET MOBILE customer, you will receive one year of service days upon your enrollment and activation in the BUDGET MOBILE Program and another 365 service days following each successful annual verification for your continued program eligibility in the BUDGET MOBILE Program. Failure to respond to an annual verification request within 30 days will trigger notice of impending de-enrollment and de-enrollment effective five (5) business days after the expiration of the time to respond to the annual verification request. Upon de-enrollment from the BUDGET MOBILE Program, you will cease receiving the free or paid monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available airtime minutes and service days remaining on your phone. You may purchase airtime and service days to keep your phone service active. If you are de-enrolled from the BUDGET MOBILE Program and you allow your remaining service days to expire or go "past due," your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.

If your service is deactivated, you may reactivate your service by re-enrolling in the BUDGET MOBILE Program (if eligible) or purchasing and redeeming a BUDGET MOBILE airtime plan with service days. Upon reactivation of your phone, you may be assigned a new telephone number. If you have been de-enrolled from the BUDGET MOBILE Program but you wish to keep your service active, you must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the BUDGET MOBILE Program or by purchasing and adding BUDGET MOBILE airtime before your Service End Date.

"No Usage" De-Enrollment and Deactivation: Regardless of the Service End Date displayed on your handset, if you exceed 60 days without any Usage (as defined in this section), You will be de-enrolled

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from the BUDGET MOBILE Program. An account will be considered active if during any 60-day period you do at least one of the following: make a monthly payment; purchase minutes from BUDGET MOBILE to add to your existing account; complete an outbound call; answer an incoming call from anyone other than BUDGET MOBILE; or affirmatively respond to a direct contact from BUDGET MOBILE confirming that you want to continue your service. Upon de-enrollment for non-Usage, you will have up to a 30 day grace period to re-enroll in the BUDGET MOBILE Program. If you do not re-enroll or call BUDGET MOBILE Customer Service within 30 days of your de-enrollment, your phone service will be deactivated. In order to reactivate your BUDGET MOBILE phone and re-enroll in the BUDGET MOBILE Program, you will need to call BUDGET MOBILE Customer Service. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any airtime for the period of time you were not enrolled in the BUDGET MOBILE Program.

OUR RIGHT TO TERMINATE YOUR BUDGET MOBILE SERVICE

You agree not to give away, resell or offer to resell the BUDGET MOBILE Phone or Service provided by the BUDGET MOBILE Program. You also agree your BUDGET MOBILE Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE BUDGET MOBILE PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your BUDGET MOBILE Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our 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 our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

UNAUTHORIZED USAGE; TAMPERING

The BUDGET MOBILE handset is provided exclusively for use by you, the end consumer with the BUDGET MOBILE Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your BUDGET MOBILE handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with BUDGET MOBILE. You agree not to unlock, re-flash, tamper with or alter your BUDGET MOBILE phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your BUDGET MOBILE phone or the Service, or assist others in such acts, or to sell and/or export BUDGET MOBILE handsets outside of the United States. These acts violate BUDGET MOBILE's rights and state and federal laws. Improper, illegal or unauthorized use of your BUDGET MOBILE phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. BUDGET MOBILE will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your BUDGET MOBILE phone shall entitle BUDGET MOBILE to recover liquidated damages from you in an amount of not less than \$5,000 per BUDGET MOBILE handset purchased, sold, acquired or used in violation of this agreement. Your BUDGET MOBILE phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by BUDGET MOBILE for which your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

COVERAGE MAPS AND ROAMING

You will find coverage maps on our website. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. BUDGET MOBILE does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network

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changes, technical limitations, and your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your BUDGET MOBILE phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for roaming calls for the BUDGET MOBILE phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At anytime, BUDGET MOBILE reserves the right to substitute and/or replace any BUDGET MOBILE E WIRELESS equipment (including handsets) with other BUDGET MOBILE equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular BUDGET MOBILE handset may not be available on your phone. BUDGET MOBILE does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither BUDGET MOBILE, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your BUDGET MOBILE phone outside during a lightning storm. You should also unplug the BUDGET MOBILE phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

DISCLAIMER OF WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

EMERGENCY CALLS

BUDGET MOBILE customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and You should dial 911 from the nearest landline phone.

LIMITATION OF LIABILITY

BUDGET MOBILE and BUDGET MOBILE are not liable to you 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. BUDGET MOBILE and BUDGET MOBILE 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 BUDGET MOBILE phone is returned to BUDGET MOBILE for any reason, BUDGET MOBILE is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

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INDEMINIFICATION

You agree to indemnify and hold harmless BUDGET MOBILE and BUDGET MOBILE 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 your use of a BUDGET MOBILE phone and/or use of the BUDGET MOBILE Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

LIMITED WARRANTY AND EXCHANGE POLICY

This policy is for all Budget Mobile refurbished handsets

- Budget Mobile refurbished handsets have a warranty of thirty (30) days from the activation date.
- Customer abuse or neglect on handsets voids the warranty. We are not able to credit or accept back handsets that have obvious abuse.
- All returns MUST include handset, battery, battery cover (if applicable), charger and quick guide manual. Missing items voids the warranty or you may receive partial credit.
- Handsets MUST be returned in the original packaging.
- ESN on handsets MUST match the ESN from your account.
- Customer is responsible for any airtime used. NO refunds will be given for additional airtime added.
- Warranty only covers manufacturer's defects and does not cover buyer's remorse.

Budget Mobile is NOT responsible for lost or stolen handsets. Please make sure when returning handset you include your name & current address. Please make sure when returning handset that care is given to shipping and handling of device. Please fill out our [Budget Mobile Handset Return Form](#) and ship with your handset in a small padded box or padded envelope large enough for all components. Handsets that meet all qualifications will be replaced with "like" or equivalent handsets within (15) business days of the handset being processed.

Return handsets to:

Budget Mobile Returns
1325 Barksdale Blvd (1st Floor)
Bossier City, LA 71111

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Color of phones and models may vary. All talk and standby times are quoted in Digital Mode and are approximate.

PRIVACY POLICY

[Click here to view the BUDGET MOBILE Privacy Policy](#)

Exhibit H

EXHIBIT H

Amended Lifeline Plans

Plan Description	Retail Price
Active User Talk & Text*	
Non Lifeline	\$34.25
Lifeline	\$25.00
Lifeline (Tribal Residents)	Free
250 Minute Talk	
Non Lifeline	\$9.25
Lifeline	Free

All plans include, at no extra charge: Free Handset; Caller ID; Call Waiting; and Voicemail. Voicemail calls count against the voice minutes provided by the plan. There is no charge for initial activation of the service.

Prices for the Active User Talk & Text Plan, the 250 Minute Talk (non-Lifeline), and the purchase of additional minutes or the text message add-on do not include taxes or mandatory government fees (where applicable). Although Budget PrePay must pay taxes or government fees in certain states, these taxes or government fees are not assessed to Lifeline customers subscribing to the 250 Minute Talk plan.

*The Active User Talk & Text Plan provides for a combined 4000 voice minutes and text messages. Each text message counts as one minute of voice service.

Plan Additions	Retail Price*
Additional Minutes for 250 Minute Talk	
50 minutes	5.00
100 minutes	\$10.00
150 minutes	\$15.00
Text Message Add-on for 250 Minute Talk**	\$10.00

* Applicable taxes and government fees are assessed to the above Plan Additions.

**The Text Message Add-on provides 1000 text messages.

Lifeline Credits

Federal Lifeline Credit

\$9.25

Service Period for all plans: All airtime (airtime associated with a particular plan, as well as additional purchased minutes, text messages or other services), expires at the end of each 30-day cycle whether subscriber uses the airtime or not. No airtime (whether associated with a particular plan or purchased separately) is carried over to the next 30-day period (no “rollover”).