

# EASY.

w i r e l e s s

Please see the attached FCC Form 481 for Easy Telephone Services Company dba Easy Wireless. If you have any questions or comments, please contact Tina Allen at 352-233-2717 or [tallen@telecomservicebureau.com](mailto:tallen@telecomservicebureau.com).

Sincerely,

A handwritten signature in dark ink, appearing to read "Tina Allen", followed by a horizontal line extending to the right.

Tina Allen  
Compliance Manager  
Easy Wireless

**FCC Form 481 - Carrier Annual Reporting  
Data Collection Form**FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	409017
<015>	Study Area Name	Easy Telephone Services Company
<020>	Program Year	2018
<030>	Contact Name: Person USAC should contact with questions about this data	Tina Allen
<035>	Contact Telephone Number: Number of the person identified in data line <030>	3522332717
<039>	Contact Email Address: Email of the person identified in data line <030>	tallen@telecomservicebureau.com
	Form Type	54.422

<b>(200) Service Outage Reporting (Voice)</b> <b>Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com

<210> For the prior calendar year, were there any reportable voice service outages?

[illegible]

**(300) Unfulfilled Service Request  
Data Collection Form**FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

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&lt;300&gt; Unfulfilled service request (voice)

&lt;310&gt; Detail on attempts (voice)

Name of Attached Document

&lt;320&gt; Unfulfilled service request (broadband)

&lt;330&gt; Detail on attempts (broadband)

Name of Attached Document



(400) Number of Complaints per 1,000 customers  
Data Collection Form

FCC Form 481  
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July 2013

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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com
<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<410>	Complaints per 1000 customers for fixed voice	
<420>	Complaints per 1000 customers for mobile voice	
<430>	Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<440>	Complaints per 1000 customers for fixed broadband	
<450>	Complaints per 1000 customers for mobile broadband	

**(500) Compliance With Service Quality Standards and Consumer Protection Rules  
Data Collection Form**FCC Form 481  
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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com
<500>	Certify compliance with applicable service quality standards and consumer protection rules	
<510>	Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance	
<515>	Certify compliance with applicable minimum service standards	

**(600) Functionality in Emergency Situations**  
**Data Collection Form**FCC Form 481  
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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com
<600>	Certify compliance regarding ability to function in emergency situations	
<610>	Descriptive document for Functionality in Emergency Situations	

**(700) Price Offerings including Voice Rate Data  
Data Collection Form**

FCC Form 481

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<701>	Residential Local Service Charge Effective Date	1/1/2017
<702>	Single State-wide Residential Local Service Charge	

[illegible]

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[illegible]

**(800) Operating Companies**  
**Data Collection Form**

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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com
<810>	Reporting Carrier	Easy Telephone Services Company
<811>	Holding Company	Not Applicable
<812>	Operating Company	Easy Telephone Services Company

<813>	<a1> Affiliates	<a2> SAC	<a3> Doing Business As Company or Brand Designation
	See Attached sheet		



**(900) Tribal Lands Reporting**  
**Data Collection Form**

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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com

<900> Does the filing entity offer tribal land services? (Y/N)

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions.
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select Yes or No or Not Applicable

**(1000) Voice and Broadband Service Rate Comparability  
Data Collection Form**

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<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com

<1000> Voice services rate comparability certification

<1010> Attach detailed description for voice services rate comparability compliance

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Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

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Name of Attached Document



**(1100) No Terrestrial Backhaul Reporting  
Data Collection Form**

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&lt;1100&gt; Certify whether terrestrial backhaul options exist (Y/N)

&lt;1130&gt; Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).

**(1200) Terms and Condition for Lifeline Customers**  
**Lifeline**  
**Data Collection Form**

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Terms and Conditions 062017 Easy Wireless V 29.pdf

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

Name of Attached Document

<1220> Link to Public Website

HTTP [www.MyEasyWireless.com](http://www.MyEasyWireless.com)

"Please check these boxes below to confirm that the attached document(s), on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- <1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ☒
- <1222> Details on the number of minutes provided as part of the plan, ☒
- <1223> Additional charges for toll calls, and rates for each such plan. ☒

**(2005) Price Cap Carrier Additional Documentation****Data Collection Form***Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

FCC Form 481

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Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of Incremental High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

**Incremental Connect America Phase I reporting**

- <2011> 3rd Year Certification 47 CFR §54.313(b)(1)(ii) - Note that for the July 2017 certification, this applies to Round 2 recipients of Incremental Support.
- <2022> Recipient certifies, representing year three after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.
- <2023> The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year three - 54.313(b)(2)(ii). Round 2 recipients only.
- <2024A> Round 2 Recipient of Incremental Support?
- <2024B> Attach list of census blocks indicating where funding was spent in year three - 54.313(b)(2)(ii). Round 2 recipients only.
- <2025A> Round 2 Recipient of Incremental Support?
- <2025B> Attach geocoded Information for Phase I milestone reports (Round 2 for year three) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-73, paragraph 35 (May 22, 2013).
- <2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

Name of Attached Document Listing  
Required Information

Name of Attached Document Listing  
Required Information

**(2005) Price Cap Carrier Additional Documentation****Data Collection Form***Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

**Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}**

&lt;2016&gt; Certification support used to build broadband

**Connect America Phase II Reporting {47 CFR § 54.313(e)}**

&lt;2017A&gt; Connect America Fund Phase II recipient?

&lt;2017C&gt; Total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2016.

&lt;2018&gt; Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(1)(ii)(A)

Name of Attached Document Listing  
Required Information

&lt;2019&gt; Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(1)(ii)(C)



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Select from the drop down menu or check the boxes below to note compliance with 54.313(f)(1). Privately held carriers must ensure compliance with the financial reporting requirements set forth in 47 CFR 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

(3009)	Progress Report on 5 Year Plan Carrier certifies to 54.313(f)(1)(iii)	
(3010A)	Certification of Public Interest Obligations (47 CFR § 54.313(f)(1)(i))	
(3010B)	Please Provide Attachment	Name of Attached Document Listing Required Information <input type="text"/>
(3012A)	Community Anchor Institutions (47 CFR § 54.313(f)(1)(iii))	
(3012B)	Please Provide Attachment	Name of Attached Document Listing Required Information <input type="text"/>
(3013)	Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2))	(Yes/No) <input type="radio"/> <input type="radio"/>
(3014)	If yes, does your company file the RUS annual report	(Yes/No) <input type="radio"/> <input type="radio"/>
	Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:	
(3015)	Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)	<input type="checkbox"/>
(3016)	Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows	<input type="checkbox"/>
(3017)	If the response is yes on line 3014, attach your company's RUS annual report and all required documentation	Name of Attached Document Listing Required Information <input type="text"/>
(3018)	If the response is no on line 3014, is your company audited?	(Yes/No) <input type="radio"/> <input type="radio"/>
	If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:	
(3019)	Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers	<input type="checkbox"/>
(3020)	Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows	<input type="checkbox"/>
(3021)	Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit.	<input type="checkbox"/>
	If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:	
(3022)	Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers	<input type="checkbox"/>
(3023)	Underlying information subjected to a review by an independent certified public accountant	<input type="checkbox"/>
(3024)	Underlying information subjected to an officer certification.	<input type="checkbox"/>
(3025)	Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows	<input type="checkbox"/>
(3026)	Attach the worksheet listing required information	Name of Attached Document Listing Required Information <input type="text"/>

## (3005) Rate Of Return Carrier Additional Documentation (Continued)

FCC Form 481

## Data Collection Form

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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## Financial Data Summary

(3027) Revenue

(3028) Operating Expenses

(3029) Net Income

(3030) Telephone Plant In Service(TPIS)

(3031) Total Assets

(3032) Total Debt

(3033) Total Equity

(3034) Dividends

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**4005 Rural Broadband Experiment**

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

**Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)**

Please address Line 4001 regarding compliance with the Commission's public interest obligations. All RBE participants must provide a response to Line 4001.

**4001.** Recipient certifies that it is offering broadband to the identified locations meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas?

**Community Anchor Institutions – FCC 14-98 (paragraph 79)**

**4003a.** RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

**4003b.** Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year.

**Broadband Deployment Locations – FCC 14-98 (paragraph 80)**

**4004a.** Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481.

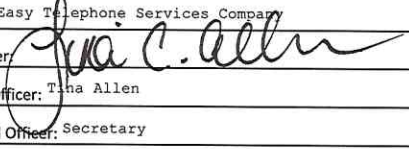
**4004b.** Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area.

**Certification - Reporting Carrier  
Data Collection Form**

 FCC Form 481  
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**TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:**

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	Easy Telephone Services Company
Signature of Authorized Officer:	 Date 06/09/2017
Printed name of Authorized Officer:	Tina Allen
Title or position of Authorized Officer:	Secretary
Telephone number of Authorized Officer:	3522332717
Study Area Code of Reporting Carrier:	409017 Filing Due Date for this form: 07/03/2017
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	



<b>Certification - Agent / Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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**TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:**

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent: _____	
Name of Reporting Carrier: _____	
Signature of Authorized Officer: _____	Date: _____
Printed name of Authorized Officer: _____	
Title or position of Authorized Officer: _____	
Telephone number of Authorized Officer: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier: _____	
Name of Authorized Agent Firm: _____	
Signature of Authorized Agent or Employee of Agent: _____	Date: _____
Name of Authorized Agent Employee: _____	
Title or position of Authorized Agent or Employee of Agent: _____	
Telephone number of Authorized Agent or Employee of Agent: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

## Attachments

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<210> For the prior calendar year, were there any reportable voice service outages? \_\_\_\_\_

<220>

[illegible]

**(700) Price Offerings including Voice Rate Data  
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<701>	Residential Local Service Charge Effective Date	1/1/2017
<702>	Single State-wide Residential Local Service Charge	

<703>

[illegible]

(710) Broadband Price Offerings  
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

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<711>

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State	Exchange (ILEC)	Residential Rate	State Regulated Fees	Total Rates and Fees	Broadband Service - Download Speed (Mbps)	Broadband Service - Upload Speed (Mbps)	Usage Allowance (GB)	Usage Allowance Action Taken When Limit Reached {select}

[illegible]



(800) Operating Companies  
Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

July 2013

<010>	Study Area Code	409017
<015>	Study Area Name	Easy Telephone Services Company
<020>	Program Year	2018
<030>	Contact Name - Person USAC should contact regarding this data	Tina Allen
<035>	Contact Telephone Number - Number of person identified in data line <030>	3522332717
<039>	Contact Email Address - Email Address of person identified in data line <030>	tallen@telecomservicebureau.com
<810>	Reporting Carrier	Easy Telephone Services Company
<811>	Holding Company	Not Applicable
<812>	Operating Company	Easy Telephone Services Company

[illegible]

## 1. EASY WIRELESS TERMS AND CONDITIONS OF SERVICE

As used herein, "Easy Wireless" or "we," "us" or "our" refers to Easy Telephone Services Company d/b/a Easy Wireless. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses our Devices or Services. As used in this Agreement, the term: (A) "Services" means services to the subscriber provided by or through Easy Wireless to your Device (including voice telephony, text messaging, and broadband Internet access Services), as well as any mobile applications provided to you by Easy Wireless; and (B) "Device" means a mobile phone or other device, accessory or other product, provided or sold to you by Easy Wireless, or that is activated or used under your Easy Wireless account.

By purchasing or activating your Service Easy Wireless Device or using any Easy Wireless Service, you acknowledge and agree to the following terms and conditions:

Easy Wireless provides both Non-Lifeline and Lifeline Service to its customers. You must be 18 years or older (or an emancipated minor) to enroll in or use Easy Wireless's Services. These Terms and Conditions apply to all Easy Wireless Service. Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Easy Wireless, and become effective by activating or using an Easy Wireless Device. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration. Easy Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once they are available on the Easy Wireless website found at [www.MyEasyWireless.com](http://www.MyEasyWireless.com). Please check this website often for updates to the Terms and Conditions of Service. **PLEASE NOTE: THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISION. IT AFFECTS HOW DISPUTES BETWEEN YOU AND EASY WIRELESS ARE RESOLVED. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.**

## 2. LIFELINE SUPPORTED SERVICE

Easy Wireless provides Lifeline Supported Service to eligible consumers. Lifeline reduces the cost of wireless or wireline telephone Service or broadband Internet access service with a discount that appears monthly on your invoice. The Lifeline discount is limited to one per household, 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. You may receive a Lifeline discount on wireline or wireless Service, but not on both. Lifeline support may vary between states, but the amount of discount seen on your invoice will equal the amount Easy Wireless receives in Federal Universal Service Support. You may qualify for the Lifeline program if you participate in one of the government programs listed below, or you may qualify if your household income meets the eligibility standards defined below. When establishing Lifeline Service with Easy Wireless, you are consenting to your name, telephone number, and address be given to the administering body of the Lifeline Program known as the Universal Service Administrative Company, or USAC, for the purpose of verifying that you do not receive more than one Lifeline supported Service. Refusal to grant permission for USAC to obtain this information will result in a denial of Lifeline Service with Easy Wireless. You grant permission to Easy Wireless to access any records required to verify your statements and to confirm continued eligibility of the Lifeline Program. This consent is in effect for the life of the subscriber plus 3 years after any Service with Easy Wireless is terminated. If you, or any family member in your household, obtains Lifeline Service with any other provider, you are required to notify Easy Wireless immediately. Conversely, before you establish Service with Easy Wireless, all other Lifeline supported Services must be terminated. You are responsible for notifying the other provider they have been approved for Service with Easy Wireless.

You may qualify for a Lifeline Service offering if you meet certain state and federal eligibility requirements. These requirements are determined by the Federal Communications Commission (FCC). These federal eligibility requirements are also based on either program or income based eligibility.

## 3. PROGRAM BASED ELIGIBILITY

You are eligible to receive Lifeline discounts under the program based eligibility, if you participate in one or more of the following programs:

- Medicaid
- Supplemental Security Income (SSI)
- Supplemental Nutritional Assistance Program (SNAP) – Formerly known as Food Stamps
- Federal Public Housing/Section 8
- Veterans and Survivors Pension Benefit



If you reside on Federally Recognized Tribal Lands, you qualify if you participate in the following TRIBAL programs:

- **Tribally Administered TANF (TTANF)**
- **Food Distribution Program on Indian Reservations (FDPIR)**
- **Bureau of Indian Affairs General Assistance**
- **Head Start (must meet income qualifying standards) (Tribal)**

Service. Proof of program participation will be required to demonstrate program based eligibility. Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying federal or Tribal program; (2) a notice letter of participation in a qualifying federal or Tribal program; (3) program participation documents (such as the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing your participation in a qualifying federal or Tribal program.

#### **4. INCOME BASED ELIGIBILITY**

Income based eligibility may vary by state. The FCC mandates that all states offer a minimum income eligibility of 135% of the Federal Poverty Guidelines. You are eligible for Lifeline Service with Easy Wireless if your total gross income is at or below 135% of the Federal Poverty Guidelines. For purposes of federal regulations, "gross income" means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code. Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal 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; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months' time.

<b>2017 Federal Poverty Guidelines – 135%</b>			
<b>Household Size</b>	<b>48 Contiguous States and D.C.</b>	<b>Alaska</b>	<b>Hawaii</b>
1	\$16,281	\$20,331	\$18,711
2	\$21,924	\$27,392	\$25,205
3	\$27,567	\$34,452	\$31,698
4	\$33,210	\$41,513	\$38,192
5	\$38,853	\$48,573	\$44,685
6	\$44,496	\$55,634	\$51,179
7	\$50,139	\$62,694	\$57,672
8	\$55,782	\$69,755	\$64,166
For each additional person, add:	\$5,643	\$7,061	\$6,494

#### **5. Eligibility is Non-Transferable and Non-Assignable**

Eligibility for Easy Wireless Lifeline Services is personal and relates to you individually. You may not transfer to any third party, including a third party that is eligible for Lifeline Service, any of your rights or benefits received under the Easy Wireless Lifeline Services, including, but not limited to, any voice minutes or broadband data received under the Easy Wireless Lifeline Services.

#### **6. LIFELINE PROGRAM RESTRICTIONS**

When applying for Lifeline Service with Easy Wireless, you agree to declare under penalty of perjury that all of the following conditions apply (but are not limited to):

- Applicant has read and understands the disclosures listed in the Lifeline Service Application and Certification ("Certification") form;
- Applicant certifies that to the best of his or her knowledge, applicant's household is not already receiving a Lifeline Service benefit;
- Lifeline Service is limited to one connection per household;
- The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline Service and has provided documentation of eligibility if required;



- If the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands;
- Applicant will be required to provide the last four digits of the applicant's Social Security Number or Tribal ID Number;
- Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;
- Applicant authorizes Easy Wireless to access any records required to verify application statements on the Easy Wireless form and to confirm applicants' eligibility for the Lifeline program;
- Applicant authorizes Easy Wireless to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of the Lifeline Services, including, as relevant, if applicant no longer meets the income-based or program-based eligibility criteria, applicant begins receiving more than one Lifeline benefit, or another member of applicant's household is receiving a Lifeline benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;
- Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);
- Applicant's address listed on the Certification form is the applicant's primary residence, not a second home or business;
- If applicant moves to a new address, applicant will provide that new address to Easy Wireless within 30 days;
- Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law;
- Applicant acknowledges that he or she may be required to recertify continued eligibility for Lifeline at any time, and failure to recertify as to continued eligibility within 30 days will result in de-enrollment and the termination of applicant's Lifeline benefits;
- The information contained in the applicant's Certification form is true and correct to the best of applicant's knowledge;
- If applicant participates in another Lifeline program at the same time he or she is applying for Easy Wireless Lifeline Services, the applicant must cancel Lifeline Service with the other provider; and
- Applicant affirms he or she is at least 18 years old, unless Applicant is an emancipated minor.

## **7. ANNUAL RECERTIFICATION AND VERIFICATION OF LIFELINE SERVICE**

If you participate in Lifeline Service with Easy Wireless you will be required to recertify your Lifeline eligibility based on the appropriate state and federal recertification and verification requirements. Recertifying your Lifeline eligibility will consist of attesting to your ongoing qualification to continue to participate in the program through an appropriate state or federal income or program based eligibility. Proof of eligibility may be required. Easy Wireless reserves the right in its sole discretion to determine if you meet the annual recertification requirements. If Easy Wireless is unable to verify the required Lifeline qualifications, you will be deemed ineligible to participate in the Lifeline program through Easy Wireless and the free or reduced Lifeline plan will be replaced with the corresponding full priced non-Lifeline plan and/or your Service may be disconnected.

## **8. BENEFIT PORT LIMITATIONS**

If your Service includes federal Lifeline-supported broadband Internet Service, you may not port your benefit from one Lifeline provider to another until you have been a subscriber with your original provider for at least twelve months from your Service initiation. If your Service includes federal Lifeline-supported voice service, you may not port your benefit from one Lifeline provider to another for at least sixty days from your Service initiation.

The benefit port limitations for federal Lifeline-supported broadband and voice services described in the preceding paragraph are applicable unless one of the following exceptions is met: (1) you move residential address; (2) Easy Wireless ceases operations or otherwise fails to provide Service; (3) Easy Wireless has imposed late fees for non-payment related to the supported Service(s) greater than or equal to the monthly end-user charge for Service; or (4) Easy Wireless is found to be in violation of the FCC's rules during the benefit year and you are impacted by such violation.

## **9. SUPPORTED SERVICES**

Voice Telephony services and broadband Internet access services are supported Services for the Lifeline program.

## **10. ACTIVATING AND USING YOUR EASY WIRELESS COMMUNICATIONS SERVICE/TELEPHONE NUMBER**

An Easy Wireless Device should arrive to you in a pre-activated or "hotlined" status. Activation may require a call to 611 to complete full activation. An Easy Wireless telephone number is assigned to your Easy Wireless Device when you receive it, however, you will acquire no proprietary interest in any number assigned to you. This number is "owned" by the underlying carrier and ownership will remain with the underlying carrier during time of Service. This number can be ported to any carrier of choice as long as number remains active throughout



the completion of the port. Should the telephone number be disconnected for any reason it is immediately released to the underlying carrier network and is unable to be re-attained by Easy Wireless, even upon your request and immediate reactivation by the company. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("underlying carriers"), not Easy Wireless. Your Device can only be used through Easy Wireless, and cannot be activated with any other wireless or cellular service, except where allowable by law. Easy Wireless Services are provided at Easy Wireless' discretion. You may port your existing telephone number to Easy Wireless' carrier network. Easy Wireless is not responsible for any "termination fees" that may be imposed by another carrier that ports its number to the Easy Wireless platform.

## 11. INTERNATIONAL CALLS

Currently, the International call feature is blocked by Easy Wireless and its underlying carrier. In the event you successfully access an International Long Distance number, additional charges will incur on your account. International calling rates vary by country. You may call 611 if you have a specific inquiry and speak with a customer service representative.

Any charges you incur as a result of attempts to access this feature from an Easy Wireless Device is non-refundable. Voice minute deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and may apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Easy Wireless will not credit voice minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Easy Wireless Device when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

## 12. SERVICE PLANS

Easy Wireless may offer various plans, including Tribal Lifeline, Lifeline, Retail and Family plans. Currently, Easy Wireless Plans allow you to automatically purchase certain voice minute, text message and broadband data denominations on a regular monthly basis, **with or without the Lifeline discount**. All voice, text and/or broadband plans are governed by these Terms and Conditions and are available at [www.MyEasyWireless.com](http://www.MyEasyWireless.com). (You must have at least one active account with Easy Wireless to qualify for a Family Plan line.) In addition to the plans offered, Easy Wireless offers additional minute, text and/or data packages for sale. To keep your account active and to avoid Service interruption, you must either maintain a positive account balance at all times or pay any applicable subscription charges, depending on your Service plan. Account balances are not transferable, redeemable for cash, or refundable. In the event of any modification that increases the charges, you will receive 30 days' notice prior to being charged the new rate. Additional minute, text message or data purchases may not be combined with any other discount or promotion. Plans which include unlimited voice minutes, text messages and/or data are subject to Easy Wireless's permissible usage policies described herein. There may be limits on your account administration: for example your account balance, number changes, or device changes. Please see Easy Wireless' website for voice, text and/or broadband plans in your state.

## 13. EASY WIRELESS SERVICE AND USAGE

**Voice and Text Usage Charges.** Voice minutes will be deducted for all time during which your Easy Wireless Service is connected to, or using, the wireless system of any underlying carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Voice minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, and calls to access your voice mail (voice minutes will be deducted for each call separately). Voice minutes for Three-Way calls may be deducted at twice the incremental rate. Voice minutes are NOT deducted for calls to 911, 611, or the 800# for Easy Wireless Customer Service. For outbound calls, you may be charged voice minutes for incomplete and/or busy-no answer calls. (Although this is unlikely to occur, Easy Wireless is not able to dispute these charges and cannot refund for deducted minutes on an incomplete or busy no-answer call.) Voice minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. No credit is given for dropped calls. Except where otherwise noted (e.g., text messages to and from Easy Wireless or unlimited plans), text messages will be billed for each incoming and outgoing text message. If you subscribe to a plan that includes federal Lifeline-supported voice service, incoming and outgoing text messages will not be billed against your voice minutes.

Calls to 900/976 or other pay-per-call Service numbers are not available to Easy Wireless subscribers. Easy Wireless will block any calls to 1-900, 1-976, some international calling, or other pay-per-call Services. However, if any charges are received by Easy Wireless from the



underlying carrier for these types of calls, these charges will be passed thru to the end user for payment. Non-payment of these charges, when billed to you, will constitute automatic disconnection of Service.

Calls placed to 800/866/877 or other toll-free numbers will incur standard minute usage of a 1:1 ratio. Easy Wireless allows you to make or receive domestic long distance calls inside the domestic USA as long as coverage is available. Easy Wireless does not allow free calls to other subscribers using Easy Wireless Service. Easy Wireless Devices do not provide rate information of Service used to make or receive voice calls or messages. Easy Wireless does not offer free nights and weekends or free mobile-to-mobile Service.

**Data Usage Charges.** Call data transport is billed in full-kilobyte increments, and actual transport is rounded up to the next full kilobyte increment at the end of each data session for charging purposes. Easy Wireless charges a full kilobyte of data transport for every fraction of the last kilobyte of data transport used on each data session. Network overhead, software update requests, and re-send requests caused by network errors can increase measured kilobytes. DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL-TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO OUR NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU WANT TO ACCESS IT. IN ADDITION, ANY ADVERTISEMENTS OR ADVERTISER-RELATED MESSAGES OR DATA DELIVERED TO YOUR DEVICE, EVEN IF DELIVERED TO AN APPLICATION, AS WELL AS ANY MESSAGES OR CONTENT THAT INITIATE IN RESPONSE TO AN ADVERTISEMENT, WILL COUNT TOWARD YOUR DATA USAGE. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT. A DATA SESSION INITIATED ON THE UNDERLYING CARRIER NETWORK WILL CONTINUE ITS CONNECTION OVER THE UNDERLYING CARRIER NETWORK UNTIL THE DATA TRANSMISSION IS CONCLUDED, EVEN WHEN YOU CONNECT TO A WI-FI NETWORK DURING THE TRANSMISSION.

Easy Wireless Service is provided at the company's discretion. Easy Wireless may change pricing or the company's Terms and Conditions of Service, from time to time, without notice, unless expressly prohibited by law. Easy Wireless will notify you of changes to the Terms and Conditions of Service that are determined to be materially adverse to your Service 30 days in advance of the change. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once they are available on the Easy Wireless website found at [www.MyEasyWireless.com](http://www.MyEasyWireless.com). If you do not terminate Service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, you agree to accept any such changes. Your right to use Easy Wireless Service is subject to the Company's business practices, policies, procedures, rates, and Terms and Conditions of Service. Easy Wireless reserves the right to modify or cancel your Service, an account, or take corrective action at any time and for any reason, including, but not limited to, violation of any provision of these Terms and Conditions of Service.

#### **14. VOICE AND TEXT PERMISSIBLE USAGE**

Easy Wireless voice and text Services, including unlimited voice and/or text messaging plans, are solely for live dialogue between, and initiated by, two individuals for personal use only and may not be used for any other purposes, including, but not limited to: machine-to-machine, monitoring Services, transmission of broadcasts or recorded material, telemarketing, call center Services, autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. These and other uses have the potential to disrupt reliable Service to other customers and/or have a disproportionate impact on network resources, and therefore are not permitted. We may determine at our sole discretion that non-permissible usage is taking place and reserve the right to respond by, without notice or limitation, implementing limits, adding voice or text monthly usage caps, placing you on a limited plan, or, at our sole discretion, terminating your Service.



## **15. DATA PERMISSIBLE USES**

Easy's data or messaging features are provided solely for purposes of non-commercial messaging, Internet browsing, e-mail access, and the non-continuous streaming of data (e.g. downloading files). Depending on your rate plan, your usage of data may be metered by Easy. Smaller data plans are available. While most common uses are permitted by our data and messaging features, there are certain uses that cause extreme network capacity issues and are therefore prohibited. Our data and messaging Services may not be used: (a) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading, or uploading of videos or other files, (b) to operate hosting Services including but not limited to, web or game hosting, (c) to maintain continuous active network connections to the Internet such as through a web camera or automated machine-to-machine connection or peer-to-peer (P2P) file sharing, (d) to disrupt e-mail use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines, (e) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "spam," "junk mail," unsolicited commercial or bulk e-mail or messaging, (f) for activities adversely affecting the ability of other people or systems to use either Easy's wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of Service" (DoS) attacks against another network host or individual user, (g) for an activity that tethers or connects any device to personal computers or other equipment for the purpose of transmitting wireless data over the network (unless you are using a plan designated for such usage), (h) as a dedicated data connection, (i) for abnormally long data transmissions, or (j) for any other reason that, in our sole discretion, violates our policy of providing "unlimited" Services for non-commercial use.

## **16. ROLLOVER & FLEX CALLING OPTIONS**

Any monthly minute or text packages with rollover will rollover unused minutes and text month to month for ninety (90) days. Minutes and text will expire on the ninety-first (91<sup>st</sup>) day. Minutes, texts, and data purchased as a top-up will be good for thirty (30) days from the date of purchase, expiring on the 31<sup>st</sup> day. Top-up minutes, texts, or data purchased, with a thirty (30) day expiration, will be used before any rollover minutes are used, so that minutes that will expire first are used first. Rollover policy is subject to change. Unlimited minute and/or unlimited text plans will not rollover. Not all plans include rollover minutes for voice and text. Easy Wireless's voice and text plans and voice, text, and data top-ups are available on its website, [www.myeasywireless.com](http://www.myeasywireless.com).

Easy Wireless provides Flex Calling as an additional feature on its plans. If a call causes you to go beyond your monthly allotment of minutes, rather than have that call terminated mid conversation, Flex Calling allows you to complete your last call of the month. The extra minutes used on that call will then be debited automatically from your next month allotment of minutes. If you add Top Up minutes to your account while an overage is in effect, the negative balance will be deducted from the Top Up purchase instead. Data is rated in near-real-time and is not included in the flex feature.

## **17. ACCOUNT BALANCES**

Your Easy Wireless Device will only operate when you have minutes, texts or broadband data available on the Device. (This does not apply to 911 calls. These calls will go through on any Device regardless of activity and the availability of voice minutes.) Each prepaid Service package comes with a number of minutes, texts and/or data and a Service period that begins to run from the day you add minutes, texts and/or data to your Device. Easy Wireless minutes, texts or broadband data added to your Device will expire with active Service and Usage during a consecutive thirty (30) day period. To keep your account active and to avoid Service interruption, you must either maintain a positive account balance at all times or pay any applicable subscription charges, depending on your Service plan. Account balances are not transferable, redeemable for cash, or refundable.

## **18. BILLING & COLLECTION**

You are responsible for paying all charges for or resulting from Services provided under this Agreement, less any subsidies you are eligible. Charges may include, without limitation: voice minutes, data usage, roaming, recurring monthly Service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon Easy Wireless. Easy Wireless may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges.

**Easy Wireless will send an invoice via text message to you monthly notifying you of the amount due, including the amount past due, and the due date.**



If you do not pay for your monthly Service, and you are a non-Lifeline customer, Easy Wireless will not renew your minutes on the next month's plan. In order to receive your next month of Service, you must pay for the Service in advance.

In all states, if you are a Lifeline customer, you will have the option to set up automated monthly payments by providing a credit or debit card, which Easy Wireless will use to debit the amount owed on your account each month as long as your Service remains active. You may also opt to deposit payment for Service for one or more month(s) in advance. The advance deposit will be applied to your Lifeline account on a monthly basis. Should you choose to no longer avail yourself of this option or to terminate your Service with Easy Wireless, you will receive a refund of any unused advance deposit payments upon occurrence of that event.

If you are a Lifeline customer, you also will have the \$9.25 Lifeline reimbursement applied to your Service. (Up to \$25 dollars more may be applied if you are also a resident of Tribal lands.) The remaining amount due will depend on your plan choice. While you will not be disconnected for non-payment, you are required to pay your balance in full each month. If you are paying for a higher priced plan and you do not pay your bill in full, you will be moved to the lowest priced plan. You cannot be reinstated on the higher priced plan without paying your previous balance in full. You are also required to pay your balance in full before any top-ups can be added to your account.

If you are disconnected from Easy Wireless' platform owing a balance, that balance will be written off as uncollected funds. Easy Wireless will not continue to seek payment on the balance. If you would like to return to Easy Wireless, a new account will be created. For Lifeline customers, this would mean showing proof of eligibility for Lifeline Service.

**Purchases and Authority to Use.** Your Device can be used to purchase goods and services including ring tones, graphics, games, applications, or news alerts (including subscription plans) from Easy Wireless or elsewhere from third parties, including within applications ("In-App Purchases") (collectively, "Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with a Device assigned to your account or online. Data usage charges are also incurred in the purchase of Goods, Content, and Services. Unless you have broadband plan (in which case you will be billed according to your data usage), you will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a Subscriber Identity Module (SIM) card assigned to your account. Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from the Device, including subscription services, and to incur charges for those Goods, Content, and Services, and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

**Dishonored Checks and Other Instruments.** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less.

## **19. ADDITIONAL SURCHARGES**

Currently, call forwarding and roaming features are blocked by Easy Wireless and its underlying carrier. If you successfully access these features (not authorized by Easy Wireless), you will incur additional charges at the rate of \$0.06 per minute. International roaming rates vary by country. Any charges you may incur as a result of any attempts to access these features from your Easy Wireless Device are non-refundable.

## **20. REFUNDS**

Monthly charges are not refundable. Prepaid Service on Easy Wireless Promotional Offerings will not be refunded.



## **21. NON-LIFELINE SERVICE ACCOUNTS**

If you are using a Non-Lifeline Service, such as a Retail Service or Pay-As-You-Go Service, you are required to purchase and load minutes, texts or broadband data at least once during any consecutive 30 day period. Minutes, texts and data expire 30 day from the date of purchase. If no additional minutes, text messages and/or data are loaded within 30 days, then your Service with Easy Wireless will be deactivated. There may be limits on your account administration, for example your account balance, number changes, or device changes. If you have any questions regarding the use of minutes, text messages and/or data, please call Easy Wireless Customer Service at 1-877-476-3451.

## **22. DEVICE OFFERINGS**

Except where you bring your own Device to Easy Wireless, Devices provided to you are selected at the sole discretion of Easy. Easy Wireless's Devices comply with the Federal Communications Commission's ("FCC's") rules and are Wi-Fi-enabled. As required by FCC rules, some of Easy Wireless's Devices are hotspot enabled. The Devices available to Easy Wireless's Lifeline broadband customers are listed on our website, [www.myeasywireless.com](http://www.myeasywireless.com).

## **23. LOCATION-BASED SERVICES**

Your Device may be location-enabled, meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by Easy Wireless or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data, subject to our Privacy Policy (located at [www.myeasywireless.com](http://www.myeasywireless.com)), for services like traffic-monitoring and delivering targeted advertising. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

## **24. EASY'S DEVICE LOCKING/UNLOCKING POLICY**

Easy Wireless provides unlocked devices, but if this policy were to change Easy Wireless would comply with point 12 of the CTIA consumer code. You can "bring your own device" (BYOD) as long as your phone is compatible with the underlying carrier Network. Similarly, you are able to activate your Easy Wireless device to another carrier on a similar CDMA network. We may periodically remotely upgrade the firmware or software on your Device.

## **25. UNAUTHORIZED DEVICE TAMPERING**

The Easy Wireless Device is exclusively for use by you with the prepaid wireless Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Easy Wireless Device, including without limitation, any resale, unlocking and/or re-flashing of the Device is unauthorized and constitutes a violation of your agreement with Easy Wireless. You agree not to unlock, re-flash, tamper with or alter your Easy Wireless Device or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Easy Wireless Device or the Service, or assist others in such acts, or to sell and/or export Easy Wireless Devices outside of the United States. These acts violate Easy Wireless rights and state and federal laws. Improper, illegal or unauthorized use of your Easy Wireless Device is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Easy Wireless 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 shall entitle Easy Wireless to recover liquidated damages from you in an amount not less than \$5,000 per Device purchased, sold, acquired or used in violation of this agreement.

## **26. SHIPPING**

Easy Wireless Devices will be available at events, store-fronts, and online at [www.MyEasyWireless.com](http://www.MyEasyWireless.com). In the event a Device needs to be shipped to you, it is your responsibility to provide an accurate shipping address to ensure receipt of goods. All orders are shipped at the earliest convenience of the company, and should be expected to be received by the user within 10 business days. All shipping charges will be covered by Easy Wireless under most conditions. In the event a Device is returned for repair or replacement, if the damage is found to be by user error or abuse, you will be responsible for shipping costs to return the Device.

## **27. FEATURES**

Easy Wireless Devices come with the following features at no additional cost:

- **Text Messaging:**

Text Messaging on your Easy Wireless Device:

1. Dependent on your model, go to Menu > Select "Messaging"
2. Type the text using your keypad.
3. Enter the phone number, contact name, or email address you want to send the message to.
4. Press "SEND" to send the message
5. If you are not in a coverage area you may experience errors with sending or receiving texts.

For more detailed instructions about sending and receiving text messages on your Easy Wireless Device, please check your Device's user manual on text messaging or call our Customer Service Center. You may also find specific information for your Device on [www.phonescoop.com](http://www.phonescoop.com).

From time to time you may receive text messages from Easy Wireless. Easy Wireless will use text alerts to give you information about your monthly invoice, information about your minute balance, information on recertification of your Lifeline eligibility, or other necessary information you may need to know to make your Easy Wireless Service most effective for your needs. Text messages from Easy Wireless do not count against your Service plan. Text messages you send to Easy Wireless do count as usage.

Unless you receive federal Lifeline-supported voice Service, a charge applies for incoming and outgoing text messages. Sending or receiving texts will affect your total mobile minutes available. International incoming or outgoing text messages from Easy Wireless Devices is not available.

- **Caller ID:**

Easy Wireless provides Caller ID on all Devices. Caller ID lets you see the phone number for most incoming calls, and if the caller is in your contacts, you will see the name of the person calling you as well. You'll know who's calling your Easy Wireless Device before answering. If you don't want to answer the incoming call, let it go to voicemail or ignore the call altogether.

You can also protect your privacy with Caller ID Block. To use Caller ID Block dial \*67 from your Device. Then enter the phone number you wish to dial and press SEND.

You must dial this each time you want to use Caller ID Block. To make your phone number permanently private, consult your Device's User Guide for detailed instructions on how to use your Caller ID Block. You may receive additional Device-specific information on [www.phonescoop.com](http://www.phonescoop.com).

- **Call Waiting:**

All of Easy Wireless' Devices use Call Waiting, which lets you receive an incoming call when you're on another call. After a notification, you can put the first call on hold and answer the second call. You can also decide not to accept the second call and it will be sent to voicemail. All Devices will incur voice minute and any applicable long distance and roaming charges both calls simultaneously in use.

**Using Call Waiting**

Consult your Device's User Guide for detailed instructions on how to use Call Waiting. Device-specific information can also be found on [www.phonescoop.com](http://www.phonescoop.com).

- Push the Send, OK, or Talk button on your Device for about one half-second.
- Your first call is now on hold and you can talk to the second caller.
- To alternate between the two calls, press the Send, OK, or Talk button again.

- **Three-Way Calling:**

You can add a third person to your current phone conversation. Regular charges, including roaming (if applicable) are charged for all cell phone calls.

**Using Three-Way Calling/Adding a third party on the line**

- Dial the number of the third party, including area code, while the original party is on your cell phone.
- Press the Send button, which dials the third party and puts your original call on hold. (The name of the Send button may say Yes, Talk, OK or display a picture of a green handset. Details for your particular Device are available in your User Guide or at [www.phonescoop.com](http://www.phonescoop.com).)
- To establish cell calls with the three-way call, press Send again either before or after the third party answers
- If the third party is busy or does not answer, press Send once to disconnect the third party.
- A different third party can be added by repeating the first two steps.



- **Call Forwarding:**

Call forwarding allows you to forward calls from your Device to a land line, another cell phone or any other number. This can be useful with a broken Device, a Device without available minutes or one that is about to run out of battery power. Call forwarding for an Easy Wireless Device is easy to set up. The fee for forwarded minutes may be higher than normal fees, and may still detract from your minute balance while the call is in use.

**Instructions**

1. Dial \*72 on your Easy Wireless Device.
2. Key in the area code and phone number of the line where you want your calls forwarded.
3. Press the "Talk" button on your Device to initiate the call. This button is often highlighted in green.
4. Wait for the tone and press "End" to end the call. The tone will indicate that your call forwarding is now active.
5. Press \*720 on your Device to deactivate your call forwarding.
6. Press the "Talk" button and wait for the tone. The tone, again, will confirm the changes you made. End the call.

- **Voice Mail:**

**All Devices from Easy Wireless include voicemail.**

Easy Wireless Devices answer all your calls and takes voice messages when you're not available. Any unanswered calls are automatically sent to your voicemail. This happens when your Device is in use or powered off. Voice Mail is provided by the Sprint Network.

You will be able to receive voicemail from any call you may have missed. Follow the steps below to set up and retrieve your voicemail. If you forget the pass code you set up with your cell phone plan, you can have it reset by calling Customer Service (611). Details for how to set up or retrieve your voice mail for your particular Device are available in your User Guide or at [www.phonescoop.com](http://www.phonescoop.com)

- **Calls to 411:**

Directory Assistance calls are not charged at a rate per call. Easy Wireless offers Calls to Information, or 411, for free to all customers. Easy Wireless uses Jingle Networks, a premier provider of 1-800-FREE-411 to provide this free Service to its customers. How does it work? Dial 411 on your Easy Wireless Device and hit the 'Send', or green, button. You will hear a short 5 to 10 second advertisement, and then an operator will come on the line and ask for the city and name of the business or individual you are looking for. Most companies charge up to \$2.50 per call to 411. Easy offers this Service at no additional charge to you. This call does detract from your available minute balance, but does count as usage.

In some cases our directory assistance Service (411) will use the location of the Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 Service. By using this directory assistance Service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance Service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

- **Calls to 611:**

Easy offers free calls to Customer Service by dialing 611 from your Easy Wireless Device. Calls to 611 will direct you to the Easy Wireless IVR, an automated platform where you can check your balance, top up your minutes, make a payment on your monthly bill, or get to a Customer Service representative. Calls to Customer Service using 611 do not detract from your balance, and does not count towards usage. This is a free call to all Easy Wireless customers.

## **28. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS**

Certain Device 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. Model and color of Devices may vary. All talk and standby times are quoted in Digital Mode and are approximate.

## **29. TEXT MESSAGING**

Except where otherwise noted (e.g., text messages to and from Easy Wireless or unlimited plans), text messages will be billed for each incoming and outgoing text message. Unless you receive federal Lifeline-supported voice Service, the current rate to send or receive a text message to another person's phone using your Easy Wireless Service is one (1) text per minute of voice. If you receive federal Lifeline-



supported voice Service, incoming and outgoing text messages will not count against your available minutes. Easy Wireless reserves the right to amend this rate by updating these terms and conditions and posting them on Easy Wireless website.

### **30. PREMIUM SMS**

Premium SMS is a text message to a designated "short code". Buying, or attempting to buy, SMS Services from anyone other than Easy Wireless is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of Services, or some type of interaction with a television program. Easy Wireless does not participate in Premium SMS Services or campaigns. You are solely responsible for any charges incurred for Premium SMS Services or campaigns. Any text messages sent to a "short code" using an Easy Wireless device or Service, will likely not be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premiums SMS campaigns, even failed attempts, are not refundable, regardless of whether you incur charges as deductions from your Easy Wireless minutes.

### **31. PREVENTING OR SENDING SPAM**

If you are receiving unwanted text messages ("spam"), you should contact the source and request to unsubscribe or remove your wireless phone number from the Service. If you intentionally send spam from an Easy Wireless Device, you may be terminated without notice.

### **32. HARASSING OR UNWANTED CALLS**

If you are receiving unwanted telephone calls, you should contact the source and request to unsubscribe from the calling list. You can submit your number to the national Do Not Call Registry at <https://www.donotcall.gov/>. Easy Wireless is not responsible for preventing or stopping unwanted calls, including calls from telemarketers, bill collectors, collections departments, and salesmen. If the calls you are receiving are harassing or threatening in nature, you should notify appropriate authorities. Easy Wireless is not at liberty give a call history log to any person, including you, without a subpoena from governing authorities. The call history log will be sent to the issuer of the subpoena only. Easy Wireless will provide a one-time telephone number change to you in the event you are receiving harassing or threatening phone calls.

### **33. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT**

Easy Wireless provides mobile telecommunications Services using the geographic areas covered by its underlying carrier. Easy Wireless may provide Lifeline supported Services in these areas based on state or federal authorized licensing areas. Local phone numbers may not be available in all areas. You do not have the ability to use Easy Wireless Service with any other wireless phone, device, or on another network. Voice minutes may be used for domestic calling from the United States and for other Services as provided in these Terms and Conditions of Service. Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Service may also be affected by damage to Devices. You may not use an Easy Wireless Device with any other service or network. Easy Wireless does not guarantee, or warrant, that Service will be available at any specific time or geographical location, or that Service will be provided without possible interruption. You should therefore never solely rely on your wireless phone for emergency calls, such as to 911. You have access to dial 911 in an emergency. However, occasionally you may attempt to call 911 in an area 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.

Easy Wireless's broadband Internet access service is provided over 4G or 3G networks depending on location, available service, and phone model. Broadband speeds will vary over these networks depending on a variety of factors including, but not limited to, handset/device type, distance to tower, number of users currently using the underlying network, weather and geographic conditions. For information about our broadband Internet access Service practices, including performance characteristics, please visit: [www.MyEasyWireless.com/OpenInternetStatement](http://www.MyEasyWireless.com/OpenInternetStatement).

From time to time Easy Wireless may offer handsets that advertise the capability of 4G/4G LTE speeds. However, the maximum speed of Easy Wireless' data service is 3G. The actual speeds achieved with Easy Wireless' Internet service offerings make Easy's Internet service suitable for real-time applications.

Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the underlying 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 any time, Easy Wireless reserves the right to substitute and/or replace any Easy Wireless equipment (including Devices) with other Easy Wireless equipment including Devices of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular Device may not be available on your Easy Wireless Device and 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 Easy Wireless nor any underlying carrier shall have any liability for Service failures, outages or limitations of Service.

By applying or activating Service with Easy Wireless, you agree not to use Easy Wireless Services in any way that is illegal, abusive, or fraudulent. This will be determined by Easy Wireless in its sole discretion. You may also not alter any of the software or hardware on your Easy Wireless Device for any purpose. Easy Wireless Devices may not be sold to third parties.

In order to verify if you reside within a Service area please visit [www.MyEasyWireless.com](http://www.MyEasyWireless.com) where you will find coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. Easy Wireless does not guarantee coverage or network availability.

#### **34. RETURN MERCHANDISE AUTHORIZATION ("RMA") POLICY**

This Return Merchandise Authorization ("RMA") Policy covers Defective, Damaged, Lost, or Stolen Devices, and includes both "free" and "upgraded" Devices.

##### **Buyer's Remorse Policy**

Easy Wireless shall accept the return of all Devices if returned within **7 calendar days** of purchase. You must return the Device in working or defective condition. Lost, stolen or damaged Devices are not eligible for returns or exchanges under this policy. You may elect to receive a full refund or exchange the Device for the model of your choice. You must surrender your Device to Easy Wireless to qualify for this discount. Payment will be required for exchanges to more expensive models, and refunds will be available for exchanges to less expensive models. Exchanges will be calculated at current price.

##### **Warranty Policy**

Easy Wireless extends a warranty on all Devices for **45 calendar days** from the date of purchase. You must return the Device in defective condition. Lost, stolen, damaged or working Devices are not eligible for exchanges under this policy. You may elect to exchange the Device for the model of your choice. You must surrender your Device to Easy Wireless to qualify for this discount. Payment will be required for exchanges to more expensive models. Exchanges will be calculated at current price. Refunds will NOT be available.

##### **Defective Replacement Policy**

Easy Wireless will offer "New Customer Pricing" if you return a defective Device outside the warranty period for a replacement device of your choice. Lost, stolen or damaged Devices do not qualify for this discount. You must surrender your Device to Easy Wireless to qualify for this discount.

##### **Upgrade Policy**

At any time, you may turn in your working Device to receive the "New Customer Pricing" for the replacement Device of your choice. Lost, stolen, damaged and defective Devices do not qualify for this discount. You must surrender your Device to Easy Wireless to qualify for this discount.

##### **Lost/Stolen/Damaged Replacement Policy**

If you need to replace a Lost, Stolen or Damaged Device, you will be charged as follows for the Device of your choice.

- If you select a replacement Device that is Not Free to New Customers, Easy Wireless will charge you the Full Retail Price for that Device.
- If you select a replacement Device that is Free to New Customers, Easy Wireless will charge a \$25 Replacement Fee.

**To determine pricing, please compare existing Device condition to replacement timeframe:**



	1-7 Days	8-45 Days	46+ Days
Defective	<b>Buyer's Remorse:</b> Credit for returned device towards model of customer's choice. Refund is available.	<b>Warranty:</b> Credit for returned device towards model of customer's choice. Refund is NOT available.	<b>Defective Replacement:</b> New Customer Price on model of customer's choice.
Working	<b>Buyer's Remorse:</b> Credit for returned device towards model of customer's choice. Refund is available.	<b>Upgrade:</b> New Customer Price on model of customer's choice.	<b>Upgrade:</b> New Customer Price on model of customer's choice.
Lost/Stolen/Damaged	<b>Lost/Stolen/Damaged Replacement:</b> Full Retail Price for model of customer's choice. Handsets that are free to new customers will be discounted to \$25*.	<b>Lost/Stolen/Damaged Replacement:</b> Full Retail Price for model of customer's choice. Handsets that are free to new customers will be discounted to \$25*.	<b>Lost/Stolen/Damaged Replacement:</b> Full Retail Price for model of customer's choice. Handsets that are free to new customers will be discounted to \$25*.

\*Devices that are free to new customers have a Full Retail Price that exceeds \$25.

## DETERMINING CONDITION OF RETURNED DEVICE

### Lost/Stolen

If you are NOT surrendering your Device to Easy Wireless, for any reason, then it will be treated as Lost/Stolen. If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. You will be responsible for all charges incurred on your phone number until you report the theft or loss. You can report your Device as lost or stolen and suspend Service without a charge by contacting us. You may request a replacement through customer Service by paying a replacement fee (fees vary depending on your Device). Replacements will be shipped within 24 business hours or receipt of payment. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly Service fees. We and you have a duty to act in good faith and in a reasonable and responsible manner, including in connection with the loss or theft of your Device.

### Damaged

If any of the following indicators of damage are present, then the Device will be treated as Damaged:

- Smashed Device, Device is in pieces.
- Cracked, shattered or broken screen.
- Broken or cracked casing on the Device.
- Missing keys or buttons.
- Broken (dislodged, missing or misaligned) charger port.
- Bedazzled, glued or permanently sealed components.
- Water damage - Requires a visual test to determine if:
  - Condensation is in the screen or screen has water dripping out.
  - On new Devices there will be a white sticker, under the battery, which will turn red or pink with water damage but this can only be utilized with new Devices as some refurbished Devices show red stickers but were not subject to water damage.
- Device that is locked with a pass code and pass code is not given at time the Device is surrendered.
- Heavily scratched or "keyed" screen and or casing.
- Broken (dislodged, missing or misaligned) camera or camera lens.
- Device is wet or sticky.

Easy Wireless will not accept the return of Damaged Devices, and these Devices will have the same replacement options as Lost/Stolen Devices.

### Defective

If the Device does not meet any of the above criteria for Damaged Devices, and otherwise is NOT in good working order, then it will be treated as Defective. Examples include:

- Will not power on.
- Software/screen image is frozen.
- Does not respond to buttons/touchscreen.
- Device powers off on its own.
- Device gets unreasonably hot while in use.
- Device is correctly programmed and has available units, but cannot complete a call, text or data session.

### **Working**

If the Device does not meet any of the above criteria for any other category, then it will be treated as Working.

**Minute Packages:** Easy Wireless is not responsible for, nor will the company refund any, lost, stolen, misused, or damaged Easy Wireless Additional Minute Packages. All purchase of Additional Minute Packages are final and non-refundable regardless of who possesses your Device after purchase, and regardless of whether the Device is used without your consent or knowledge. Monthly charges are not refundable.

### **35. Bill Float Return Policy**

Easy Wireless allows the purchase of higher end Devices through **SmartPay powered by BillFloat, Inc.** You receive the Device from Easy and make weekly or monthly payments through SmartPay. Easy Wireless is not responsible for the relationship between you and SmartPay powered by BillFloat, Inc.

**Easy Wireless allows the return of Devices purchased through BillFloat within 14 days of the purchase date.**

- Devices must be returned in 'like new' condition. Devices that are returned in damaged or water-damaged condition will not be accepted.
- Devices returned to Easy Wireless will be inspected for damage.
- To return Devices **after the 14 Day Easy Wireless return window**, please contact BillFloat at 800-374-5587, 7am - 7pm PST, Monday-Saturday; 7am - 5pm Sunday.
- You can learn more information at <http://www.smartpaylease.com/>

### **36. OUR RIGHT TO TERMINATE YOUR SERVICE**

You agree not to use your Device for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE 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) threaten or commit violence against any of our employees or Customer Service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your Device from its manufacturer's default specification; or (j) 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., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

### **37. OUR RIGHT TO TERMINATE LIFELINE SERVICE**

Easy Wireless reserves the right to suspend, hotline, cancel, or terminate your Service – without notice – or account for any fraud-related reason, or upon request of any state or federal authority. Services will be terminated if it is determined that eligibility was awarded based off of inaccurate or fraudulent information, if you are non-responsive to requests for information, including requests for proof of eligibility, or if company determines a need to eliminate possible fraud/waste/and abuse of the Lifeline program. If you are a Lifeline customer, Easy Wireless must terminate your Service, upon notice to you, or move you to a non-Lifeline plan, if the company has a reasonable belief that you no longer qualify for Lifeline Service, if you fail to timely recertify or if you fail to use your Device for 30 consecutive days. Easy may terminate this Agreement at any time without notice if we cease to provide Service in your area. To maintain your Lifeline Service, you must use your Service every 30 days (unless you have a regular billing and payment relationship with us). At or before 30 days of non-use, Easy Wireless will provide notice to you that failure to use the Lifeline Services within a 15-day notice period will result in disenrollment. You can



"use" the Services by: (1) completing an outbound call or using data; (2) purchasing minutes or data from Easy Wireless to add to your plan; (3) answering an incoming call from a party other than Easy Wireless; (4) responding to direct contact from Easy Wireless and confirming that you want to continue receiving the Service; or (5) sending a text message. If you do not respond to the notice, you will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with us. USAC audits that identify Service duplication in households will result in disconnection of the duplicated Service. While, Easy will make every effort to contact you prior to interruption of Service, **Easy Wireless reserves the right to disconnect your Service in its entirety.**

### **38. CUSTOMER INITIATED TERMINATION OF LIFELINE SERVICE**

If you choose to terminate from the Lifeline program, you may notify Easy Wireless through a phone call to Customer Service, respond to a text to the company, or through notice in writing sent to the company address below. Easy Wireless is required to disconnect Service upon request within 5 business days. Upon termination of Lifeline Services, you will no longer receive discounted telephone Service, and will be required to re-enroll in Lifeline by showing proof of subsidy and filling out a new Self-Certification Lifeline Form.

**Mail To:**

Easy Wireless  
Attn: Compliance Department  
P.O. Box 831478  
Ocala, FL 34483-1478

**Fax To:** 1-877-433-2161

**Phone:** 1-877-476-3451, or 611 from your Easy Wireless Device

### **39. NOTICES**

You may send notices to Easy Wireless by mail: PO Box 831478, Ocala, FL 34483-1478, or by fax: 877-433-2161. Notices will be considered effective after received by Easy Wireless. If you are unable to resolve concerns with Easy Wireless, you may file a complaint with your state commission board or the FCC. Any notice sent to you will be sent to your last known residence we have on file, or via text message to your Easy Wireless Device.

### **40. DEVICE HEARING AID COMPATIBILITY (HAC)**

The wireless telephone industry has developed ratings to assist hearing device users in finding wireless devices that may be compatible with your hearing devices. Not all wireless devices have been rated. Wireless devices that are rated will have the rating displayed on their box together with other relevant approval markings.

These ratings are not guarantees. Results will vary depending on your hearing device and hearing loss. If your hearing device is vulnerable to interference you may not be able to use a rated wireless device successfully. If a specific HAC device is needed due to your particular hearing device or hearing loss, that device can be requested from the company by contacting our Customer Service department at 877-476-3451 or by requesting the RMA department once a rep comes on the line.

**M-Ratings:** Wireless devices rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than wireless devices that are not labeled. M4 is the better/higher of the two ratings.

**T-Ratings:** Wireless devices rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone Switch") than unrated wireless devices. T4 is the better/higher of the two ratings. (Note that not all hearing devices have telecoils in them).

When a wireless device is used near a hearing device, such as hearing aids and cochlear implants, you may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference, and wireless devices also vary in the amount of interference they generate.

Hearing devices may also be measured for immunity to this type of interference. The more immune your hearing aid is, the less likely you are to experience interference noise from wireless devices. Your hearing device manufacturer or hearing health professional may help you find results for your hearing device.

Easy Wireless offers Devices with different levels of functionality described as follows:

Functionality Level A indicates a Device that is at least SMS, Camera, Bluetooth, USB, and Data Capable.

Functionality Level B indicates a Device that is at least SMS, Camera, and Data Capable.



Functionality Level C indicates a Device that is at least SMS and Data Capable.  
The Devices Easy Wireless offers under its branded wireless product can be found on our website at [www.MyEasyWireless.com](http://www.MyEasyWireless.com). (Please note that this list is subject to change and selection is dependent upon availability).

#### **41. WARRANTY**

All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### **42. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND 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 AND IN NO EVENT SHALL EASY WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the Service provided by or through us; (c) damage or injury caused by the use of Service or Device, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of Service by Easy Wireless; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency Service. Notwithstanding the foregoing, if your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your Service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for Service failures is limited solely to the credit set forth above. 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.

#### **43. LIMITATION OF LIABILITY**

To the fullest extent allowed by applicable law, Easy Wireless is not liable to you for any indirect, special, incidental, consequential 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. Easy Wireless 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 Easy Wireless Device is returned to Easy Wireless for any reason, Easy Wireless 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 Device or which may remain on your Device.

#### **44. INDEMNIFICATION**

You agree to indemnify and hold harmless Easy Wireless 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 an Easy Wireless Device or Easy Wireless Services whether based in contract, regardless of the form of action.

#### **45. BINDING ARBITRATION AND DISPUTE RESOLUTION**

##### **I. Mandatory, Bilateral, and Binding Arbitration.**

Please read this carefully. It affects your rights. You and Easy Wireless agree that any dispute, controversy, or claim arising out of or relating in any way to your use of Easy Wireless's service, or to any products or services sold or distributed by Easy Wireless or through Easy Wireless websites or mobile applications, including any dispute or claim as to the scope or applicability of this agreement to arbitrate,



shall be resolved only by final and binding, bilateral arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) this agreement to arbitrate does not include your or Easy Wireless's right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to the Choice of Law & Jurisdiction provision below, to concerning the unauthorized sale, export, alteration, and/or tampering of your Easy Wireless device, the Service and/or PIN numbers. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow the terms of these Terms and Conditions.

The term "Dispute" shall include any dispute, claim, or controversy between you and Easy Wireless regarding or relating to any aspect of your relationship with Easy Wireless, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes, but is not limited to, any and all claims between you and Easy Wireless in any way related to or concerning this Agreement, Easy Wireless's services, products, any billing disputes or disputes involving or relating to telephone calls or other communications that you claim were received by you from Easy Wireless and/or a party acting on Easy Wireless's behalf. The term "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Section, "Easy Wireless" means Easy Wireless and its parents, subsidiaries, affiliated companies, predecessors in interest, successors, and assigns, and each of their respective officers, directors, employees, and agents.

## **II. Dispute Notice**

Before initiating an arbitration, you and Easy Wireless each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to Easy Wireless, Attn: Compliance Department, P.O. Box 831478, Ocala, FL 34483-1478 (the "Notice Address"), (2) emailed at [Compliance@MyEasyWireless.com](mailto:Compliance@MyEasyWireless.com), or (3) brought to the attention to Easy Wireless Customer Service at 877-476-3451. Easy Wireless will provide a Notice of Dispute to you via mailing address or email address associated with your Easy Wireless account.

You and Easy Wireless agree to make attempts to resolve the Dispute prior to commencing an arbitration and not to commence and arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Easy Wireless may commence an arbitration proceeding.

## **III. Arbitration Process and Procedure**

All Disputes shall be determined by binding arbitration (1) administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules"), and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) conducted by a single, neutral arbitrator; and (3) take place telephonically, unless an in-person hearing is specifically requested by either party, in such case in-person hearings shall take place in Ocala, Florida. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.

Disputes may also be referred to another arbitration organization if you and Easy Wireless agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act. 9 U.S.C. §1-16.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, collective, or representative action.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND EASY WIRELESS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY DISPUTE COVERED BY THIS AGREEMENT.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Easy Wireless each agree that all



issues regarding the Dispute are delegated to the arbitrator to decide, except that a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

To commence an arbitration, a Demand for Arbitration is required to be executed and served on Easy Wireless. Service of the Demand for Arbitration on Easy Wireless can be mailed to Easy Wireless, Attn: Compliance Department, P.O. Box 831717, Ocala, FL 34483-1717 pursuant to the instructions provided by JAMS to submit a Dispute for arbitration. Service of the Demand for Arbitration on you will be sent to the Notice Address. Further instructions on submitting a Demand for Arbitration can be found at [www.jamsadr.com/files/Uploads/Documents/JAMS\\_Arbitration\\_Demand.pdf](http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf). Easy Wireless will bear the cost of your initial filing fee.

#### **IV. Class Action Waiver**

NEITHER YOU NOR EASY WIRELESS SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE. Further, unless both you and Easy Wireless expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.

#### **V. Arbitrator Selection**

Arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both Easy Wireless and you pursuant to JAMS Rule 12.

#### **VI. Arbitrator Award**

An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusion on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

Neither you nor Easy Wireless shall disclose the existence, contents, or results of any arbitration except to the extent required by law.

#### **VII. Fees**

In the event you commence arbitration, after Easy Wireless receives notice that you have initiated arbitration, Easy Wireless will reimburse you upon request for your payment of the filing fee and Easy Wireless will pay the JAMS any case management fees associated with the arbitration and the professional fees for the arbitrator's services.

#### **VIII. CHOICE OF LAW & JURISDICTION**

These Terms and Conditions shall be interpreted, construed, enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of Florida, without regard to conflict of law principles. Any suit, cause of action, or legal proceeding arising under or relating to these Terms or Conditions or your use of any Easy Wireless service that is not addressed through arbitration or in small claims court as provided below, shall be in the exclusive jurisdiction and venue of the state courts of Florida, situated in Marion County, Florida or the federal courts situated in the U.S. District Court for the Middle District of Florida. You and Easy Wireless agree to submit to the personal jurisdiction of a state court located in Marion County, Florida or a United States District Court, Middle District of Florida for any actions which the parties retain the right to seek relief.

#### **46. PRIVACY POLICY/USE OF CUSTOMER ACCOUNT INFORMATION**

Easy Wireless will not provide your number to any Third Party advertising agency except where authorized by you. Easy Wireless will provide your number, and any other pertinent information requested, to any law enforcement agency or officer upon request or subpoena, and to the FCC and/or USAC where Lifeline Services are in use. Easy Wireless takes CPNI very seriously and takes multiple steps to avoid any perceived violation of Customer Proprietary Information. By agreeing to Terms and Conditions of Service herein, you also agree to the terms of Easy Wireless' Privacy Policy. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Customer Proprietary Network Information (CPNI) is information that Easy Wireless obtains when providing your telecommunications Services to you. CPNI includes the types of telecommunications

Services you currently purchase, how you use them, and the billing information related to those Services, including items such as the types of local, long distance and wireless telecommunications Services that you have purchased and your calling details. Your telephone, name and address are not considered CPNI. To view the Easy Wireless Privacy Policy reference Easy Wireless' website found at [www.MyEasyWireless.com](http://www.MyEasyWireless.com).

#### **47. ACCOUNT ACCESS**

You authorize us to provide information about and to make changes to your account, including adding new Service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may be less secure.

#### **48. MISCELLANEOUS**

This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and Services, terms of Service for products and Services not otherwise described in this Agreement or the brochure that are posted on an Easy Wireless website and any documents expressly referred to herein or therein, make up the complete agreement between you and Easy Wireless, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. Easy Wireless may assign this Agreement, but you may not assign this Agreement without our prior written consent. In the event of a dispute between us, the law of the state of your address of record on your account at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law (including but not limited to the FAA). Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized representatives of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.