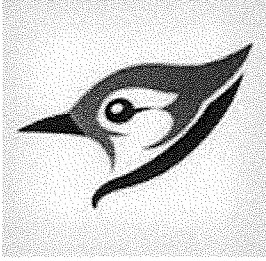


## **Exhibit D**

Blue Jay Wireless, LLC Terms and Conditions



## **BLUE JAY WIRELESS TERMS AND CONDITIONS**

This Agreement (including any attachments or schedules and applicable tariffs governs the provision of the Services by Blue Jay Wireless LLC (referred to herein as “Blue Jay Wireless” or the “Company”) to you (referred to herein as “ you,” “your,” “applicant,” “subscriber,” or “user”) and your use of the Services and Mobile Devices activated for use with the Services. As used in this Agreement, the term: (A) “Services” means services to the subscriber under a service plan provided by or through Blue Jay Wireless to your Mobile Device; and (B) “Mobile Device” means as mobile phone or other device, accessory or other product, provided or sold to you by Blue Jay Wireless, or that is activated or used under your Blue Jay wireless account.

### **Part 1: General Service Terms and Conditions**

Read Carefully. Please read these terms and conditions carefully as they contain information about your use of the Services and the Mobile Device. This Agreement becomes effective and legally binding upon you when you activate or use a Mobile Device associated with the Services. You must be 18 years old or an emancipated minor to enter into this Agreement. **IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT OR ARE NOT 18 YEARS OLD/AN EMANCIPATED MINOR, PLEASE DO NOT USE OR ACTIVATE THE MOBILE DEVICE.**

Application of Tariffs. Blue Jay Wireless may elect or be required to file with the appropriate regulatory agency tariffs regarding the delivery of certain Services. In the event that such tariffs are filed with respect to any of the Services ordered by you, the terms set forth in the applicable tariff (or any successor document in the event of detariffing) shall govern Blue Jay Wireless’ delivery of, and your use of, the Services subject to the tariff. Such tariffs are hereby incorporated by reference.

Changes. Blue Jay Wireless reserves the right to change or modify these terms and conditions, applicable tariffs, or its policies at any time. The changes will become effective at the time the change is posted on the Blue Jay Wireless website at [www.bluejaywireless.com](http://www.bluejaywireless.com). If the change has a material adverse impact on your use of the Services, Blue Jay Wireless will provide advance notice to you of the change. You may terminate the Services without termination penalties within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes. Please check the Blue Jay Wireless website often for updates and changes.

Service Subject to Availability; Coverage. The furnishing of Service is subject to the availability in the area in which you wish to use the Mobile Device. Local phone numbers may not be available in all areas. Coverage is not available everywhere and quality of Services may be affected by conditions beyond Blue Jay Wireless’ control, including atmospheric, geographical,

or topographical conditions. Subscribers do not have the ability to use the Services with any other wireless phone, device, or on another network. Services may also be affected by damage to wireless handsets. Blue Jay Wireless does not guarantee, or warrant, that the Services will be available at any specific time or geographical location, or that the Services will be provided without interruption. If there is no wireless coverage, your call to 911 may not go through and, in that case, you should dial 911 from the nearest landline phone.

Hearing, Visual or Speech Impaired Accommodations. Any hearing, visual or speech impaired persons interested in obtaining the Services using a specially equipped Mobile Device or other available accommodation in compliance with all applicable laws, rules, and regulations should call Blue Jay Wireless at 611 or 855-425-8529.

Airtime Expiration; Deactivation. Unused airtime expires 30 days from date of loading. Subscribers using non-Lifeline Services must purchase and load airtime at least once during any consecutive 60-day period. If no additional airtime is loaded within 30 days after the airtime expiration, your non-Lifeline Service will be deactivated.

No International Services. International calling through the Service or on the Mobile Device is strictly prohibited. Airtime may only be used for domestic calling and other Services as provided to you within the United States. Although attempts to place international calls should be blocked, if an international call is attempted and successful on your Mobile Device, your Services will be immediately suspended. You may release your account from suspension by purchasing sufficient airtime to cover the fees for the international calls.

Fraudulent Calls. You are responsible for all fraudulent use of your Mobile Device. In the event you discover fraudulent calls are being made (or reasonably believe fraudulent calls are being made) with your Mobile Device or on your Blue Jay Wireless account, you must immediately notify Blue Jay Wireless at 611 or 855-425-8529. In the event Blue Jay Wireless discovers fraudulent calls are being made (or reasonably believes fraudulent calls are being made), you agree and acknowledge that Blue Jay Wireless may take action to prevent such fraudulent calls from taking place, including the suspension or termination of the Services.

Termination. Either party may terminate this Agreement upon notice to the other party. Early termination fees may apply. Upon any deactivation or termination of Services, you acknowledge and agree that Blue Jay Wireless may reassign the phone number that had been assigned to your Mobile Device.

Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms, unduly interferes with or degrades the use of Blue Jay Wireless's network or systems. Blue Jay Wireless reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, text or data uses detailed below. Blue Jay Wireless voice and text services are provided solely for live dialogue between, and initiated by, individuals for personal use and

as otherwise described in this policy. Blue Jay Wireless voice and text services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals. Blue Jay Wireless data services are provided solely for purposes of personal (i.e., non-commercial) use including web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming. Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either Blue Jay 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; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a Blue Jay Wireless handset designated for such usage); or (vii) for any other reason that violates our policy of providing service for individual use.

Unlimited Use Plans. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to the Prohibited Network Uses policy.

No Resale. You may not resell the Services. You may not sell the Mobile Device to a third-party if the Mobile Device is actively being used for Lifeline service. Any Mobile Device provided at no cost to you for use with Blue Jay Wireless Lifeline service may not be sold to a third-party at any time. Subscribers may not sell or resell data content.

Service Plans and Charges. Service plan descriptions and charges are specified in the Pricing Schedules posted on our website at [www.bluejaywireless.com](http://www.bluejaywireless.com). You may not be eligible for certain Service plans or pricing. Service plans and descriptions may be modified by posting a revised Pricing Schedule on the Blue Jay Wireless website.

Taxes and Other Fees. Blue Jay Wireless charges state and local sales taxes. You are responsible for payment or reimbursement to Blue Jay Wireless of any fees, taxes or surcharges that are imposed or authorized by regulatory and governmental entities, including but not limited to, any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), regulatory fees, value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation or other related surcharges, chargeable to or against Blue Jay Wireless or subscriber because of the

Services provided to you, as well as Blue Jay Wireless administrative fees. You shall indemnify, defend and hold harmless Blue Jay Wireless against any damages, losses, claims or judgments arising out of any exemption claimed by you or your failure to pay taxes or regulatory fees, including, without limitation, any liens, attachments, fines or penalties. Taxes, surcharges and other fees are subject to change without notice.

Billing and Other Disputes. If you in good faith dispute any portion of any Blue Jay Wireless invoice, you shall submit to Blue Jay Wireless written documentation identifying and substantiating the disputed amount. Billing disputes and written documentation may be submitted by fax at 972-387-4830 or by mail to Blue Jay Wireless, Attn: Customer Service, 4240 International Parkway, Suite 140, Carrollton, Texas 75007. Subject to state law, if you do not report a dispute within sixty (60) days following the date on the applicable invoice, you shall have waived your right to dispute that invoice. Any disputed amounts resolved in favor of you shall be credited to your account. Any disputed amounts determined payable by you to Blue Jay Wireless shall be due within ten (10) days of the resolution of the dispute. Blue Jay Wireless may, without the obligation to arbitrate, seek to recover amounts owed to it by you in any court with jurisdiction. Otherwise, any dispute arising out of or relating to this Agreement that has not been resolved by the good-faith efforts of the parties (see Dispute Resolution below) shall be settled only by binding arbitration, which may be initiated by either party, and conducted in accordance with this Agreement. If any unauthorized or disputed charge appears on a subscriber's statement for a third-party product, the subscriber must contact that third-party directly. Third-party contact information is also available by calling Blue Jay Wireless at 611 or 855-425-8529.

Refunds. Blue Jay Wireless is not responsible for, nor will the Company refund any lost, stolen, misused, or damaged Blue Jay Wireless Additional Minutes Plans, including refill cards. Additional plans purchased must be applied to a subscriber's account within 1 year of purchase. Blue Jay Wireless does not accept returns or provide refunds for any Blue Jay Wireless Additional Minutes Plans. All purchases of Blue Jay Wireless Additional Minutes Plans are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. In addition, all monthly charges are non-refundable.

Returns. Mobile Devices purchased or received for free directly from Blue Jay Wireless may be returned for a full refund or replacement at a Blue Jay Wireless authorized location within 90 days of activation, provided that you return the complete Mobile Device in the same condition it was received at the time of activation with original contents and packaging. Mobile Devices that are visibly damaged will not be covered under the 90-day return policy. Please contact Blue Jay Wireless at 611 or 855-425-8529 for additional instructions. Blue Jay Wireless provides new and refurbished Mobile Devices to subscribers. Mobile Device models may vary. Blue Jay Wireless reserves the right to replace Mobile Devices with various models at its sole discretion. All Mobile Devices purchased directly from Blue Jay Wireless include a 90-day warranty from Blue Jay Wireless. Subscribers that experience a Mobile Device malfunction should call Blue Jay Wireless at 611 or 855-425-8529.

Lost or Stolen Equipment. If you lose your Mobile Device or it is stolen, you are responsible for all charges incurred until Blue Jay Wireless is notified that the Mobile Device has been lost or stolen. To report a lost or stolen Mobile Device, you should contact Blue Jay Wireless at 611 or 855-425-8529. Upon receiving notice of the lost or stolen phone, Blue Jay Wireless will suspend the account immediately. You will be provided an option to reactive your account with a new Mobile Device. If you do activate a Mobile Device or notify Blue Jay Wireless that you have found your original Mobile Device within 30 days of the suspension of the account, the account will be terminated and Blue Jay Wireless will assign the wireless phone number associated with that Mobile Device to another user.

Wireless Phone Number. Blue Jay Wireless subscribers must accept the number that is assigned to them at the time of activation. In the event a subscriber desires and is eligible to port a number, they can do so at no cost by contacting Blue Jay Wireless Customer Service at 611 or 855-425-8529. The wireless phone number Blue Jay Wireless provides for your use is and will remain the property of Blue Jay Wireless. Blue Jay Wireless may reassign your wireless phone number to another subscriber, without giving notice, if you cancel the Services, or if the account expires, is deactivated or is otherwise terminated. You may transfer a wireless number prior to the wireless number being reissued to another subscriber and if you wish to do so, please contact Blue Jay Wireless Customer Service at 611 or 855-425-8529.

Transferring a Phone Number From Another Carrier. In some situations, you may transfer an existing telephone number used with another provider to your Blue Jay Wireless account to use with your Mobile Device. To switch an existing phone number to Blue Jay Wireless, please contact Blue Jay Wireless Customer Service at 611 or 855-425-8529 and have a bill available from the existing provider. When a subscriber transfers service from another wireless carrier to Blue Jay Wireless, the former provider may charge you termination or other fees. Blue Jay Wireless will not reimburse you for any termination or other fees imposed by other providers.

Use of Your Subscriber Information. By agreeing to terms and conditions of this Agreement, you also agree to the terms of the Blue Jay Wireless Privacy Policy (“Privacy Policy”). The Privacy Policy may change from time to time so review it with regularity and care. It includes important information on what data we collect about you, how we use this data and with whom we share that data, as well as provides your options regarding how we use your information. Blue Jay Wireless may disclose to law enforcement authorities and governmental agencies any information about you, including but not limited to, your name, account information, account history, or other information.

As the Company provides telecommunications products and Services to you, the Company obtains information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill. Any such “Customer Proprietary Network Information” (CPNI) data that Blue Jay Wireless collects from you will be handled in accordance with the Federal Communications Commission regulations and the Blue Jay Wireless Privacy Policy. Under federal law, you have the right and the Company has the duty to protect the confidentiality of your CPNI.

Service Interruptions. In the event Blue Jay Wireless determines that it is necessary to interrupt the Services for any reason or there is the potential for a Services interruption due to system maintenance, Blue Jay Wireless will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule such maintenance during non-peak hours.

Disclaimer of Warranties. BLUE JAY WIRELESS MAKES NO WARRANTY TO YOU OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF THE SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN OR REGARDING THE MOBILE DEVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY BLUE JAY WIRELESS ARE HEREBY EXCLUDED AND DISCLAIMED. YOU SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND BLUE JAY WIRELESS SHALL HAVE NO LIABILITY THEREFORE. BLUE JAY WIRELESS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD-PARTIES. A SUBSCRIBER MAY RESIDE IN A STATE THAT DOES NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS REMEDIES FOR BREACH. THEREFORE, THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO ALL SUBSCRIBERS. A SUBSCRIBER MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY STATE.

Limitation of Liability. THE LIABILITY OF BLUE JAY WIRELESS TO YOU FOR CLAIMS THAT YOU HAVE AGAINST BLUE JAY WIRELESS, TO THE EXTENT ALLOWABLE BY LAW, IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICES FIRST GIVING RISE TO SUCH CLAIM OR OTHERWISE NO MORE THAN AN AMOUNT EQUAL TO THE SERVICE CHARGE IN THE MONTH IN WHICH THE CLAIM OR CLAIMS FIRST AROSE. BLUE JAY WIRELESS SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES FOR ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THE PROVISION OF THE SERVICES, FAILURE TO PROVIDE THE SERVICES, OR IN CONNECTION WITH A MOBILE DEVICE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS OR SERVICES.

Indemnification. You agree to indemnify and hold harmless Blue Jay 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 use of the Blue Jay Wireless Services or a Mobile Device, whether based in contract or tort (including strict liability) and regardless of the form of action.

Dispute Resolution. In addition to your rights and obligation under the Billing and Other Disputes provision of this Agreement, you agree to contact Blue Jay Wireless with any disputes. You agree to contact Blue Jay Wireless with any dispute by calling Blue Jay Wireless at 611 or 855-425-8529 or by writing Blue Jay Wireless at 4240 International Parkway, Suite 140,

Carrollton, Texas 75007, Attn: Customer Service or by fax to 972-387-4830. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A Blue Jay Wireless representative will contact you at the last address you have provided or by phone. Blue Jay Wireless agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on the account statement, even while a dispute is being resolved. If a dispute resolution is not reached within 30 days after notice of dispute was given, either party may commence a binding arbitration proceeding in accordance with the Arbitration provision of this Agreement.

Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (except for failure to pay amounts due) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including without limitation acts of God, acts of war, acts of terrorism, earthquakes, fires, cable cuts, power outage, catastrophic network element failures, floods, riots, civil disorders, rebellions, strikes, lockouts and labor disputes (individually, each such event a "Force Majeure Event").

Regulatory Requirement. If a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order that has the effect of materially increasing the cost to provide Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is consistent with the form, intent and purpose of this Agreement and as is necessary to comply with such Regulatory Requirement. If the change has a material adverse impact on your use of the Services, Blue Jay Wireless will provide advance notice to you of the change. You may terminate the Services without termination penalties within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept any such changes.

Compliance With Laws. You shall comply with all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any government authority with respect to its use of the Services.

Assignment. No assignment of this Agreement or any rights or obligations hereunder, by operation of law or otherwise, shall be made by you without the prior written consent of Blue Jay Wireless, such consent not to be unreasonably withheld.

No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer on other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

Notices and Contact Information. You may contact Blue Jay Wireless at: Blue Jay Wireless, 4240 International Parkway, Suite 140, Carrollton, Texas 75007, Phone: 611 or 855-425-8529, Fax: 972-387-4830.

Mandatory, Individual Arbitration of Disputes. Blue Jay Wireless and subscriber agree that any and all disputes, except as otherwise provided in the Billing Disputes and the Dispute Resolution



provisions above, will be arbitrated between us, on an individual, not on a class-wide or consolidated, basis. The arbitrator's decision will be final and binding and may be entered in any court with jurisdiction. The arbitration will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules & Procedures, except nothing under this Agreement or the JAMS Comprehensive Arbitration Rules & Procedures will allow you to arbitrate on a class-wide or consolidated basis. As an exception to the obligation to arbitrate, if a claim qualifies for small claims court, either party may bring such claim in small claims court. Nothing prevents either party from bringing a dispute to the attention of any federal, state, or local government agency.

NO CLASS ACTIONS. TO THE EXTENT ALLOWABLE BY LAW, YOU EXPRESSLY AGREE THAT YOU SHALL NOT, AND YOU HEREBY WAIVE ANY RIGHT TO, PURSUE CLAIMS OR DISPUTES AGAINST BLUE JAY WIRELESS ON A CLASS-WIDE BASIS (JOIN YOUR CLAIM WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY) OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

NO JURY TRIALS. TO THE EXTENT ALLOWABLE BY LAW, EACH PARTY AGREES THAT THEY SHALL NOT SEEK, AND HEREBY WAIVES ANY RIGHT TO, TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Content and Data Services. Blue Jay Wireless Data Services will allow access to many forms of data content such as Internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Data content from third parties may harm the Mobile Device or its software. Some of this data content may be: (i) offensive, indecent, or objectionable; (ii) unreliable and inaccurate; and (iii) otherwise unsuitable for minors. Subscribers of Blue Jay Wireless Data Services are solely responsible for evaluating the data content accessed while using the Services and the Company strongly recommends that you monitor data usage by minors. Blue Jay Wireless, for any reason, may place restrictions on accessing certain data content, limit the amount of data subscribers can access, or terminate a subscriber's access to Data Services. Blue Jay Wireless supports the use of data content, but, Blue Jay Wireless makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using the Services. Blue Jay Wireless does not have control over the data content provided on a third party's site that a subscriber may access. Blue Jay Wireless reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If a subscriber uses their cell phone to browse the Internet, their cell phone number or other information may be transmitted over the Internet. By activating or using a Blue Jay Wireless phone and/or using the data Services, subscribers understand any risks associated and agree they have been notified of such risks.

Third-Party Applications. If you use a third-party application with the Services or your Mobile Device, the application may use, collect or disclose your personal information and cause Blue

Jay Wireless to disclose your information. You authorize Blue Jay Wireless to provide information related to your access or use of the third -party application and agree that the third-party provider, our employees, contractors and vendors may access the information on your Mobile Device.

Law Enforcement. Blue Jay Wireless intends to fully comply with the Communications Assistance for Law Enforcement Act and other similar laws or regulations. By use of the Services, you agree that, if and as required by law enforcement entities, Blue Jay Wireless may monitor or facilitate monitoring, and otherwise disclose the nature and content of communications transmitted through the Services or the Mobile Device without any further notice or liability.

Entire Understanding; Severability and Survival. This Agreement, together with any appendices, addenda, order forms, attachments, schedules, policies and exhibits attached hereto, all of which are incorporated by reference, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. If any part of the Agreement held to be invalid or unenforceable, the rest of the Agreement remains in full force and effect. The rights, obligations and commitments under this Agreement that by their nature would logically continue after the termination of the Agreement, including dispute resolution, limitation of liability, no class action, no jury trial, payment obligations, etc., shall survive the termination of the Services.

Order of Precedence. Unless expressly provided otherwise in a Service order, in the event of conflict among the documents comprising this Agreement, the order of priority shall be: (i) any publicly filed tariff governing the Service (or a successor document in the event of detariffing); (ii) this Agreement; and (iii) attachments (including online policies). If there is a direct conflict between the additional terms relating to the Lifeline Services specified in Part 2 of this Agreement, for Lifeline Services Subscribers, the Part 2 terms will prevail over the Part 1 terms, but only with respect to the direct conflict of such terms.

## **Part 2: Terms and Information Related to Lifeline Services**

Lifeline Program. Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company. In addition to the terms and conditions in Part 1 of this Agreement, the following terms and conditions apply to Lifeline Services.

The Lifeline program provides discounts on monthly telephone service for eligible consumers. An eligible Blue Jay Wireless subscriber may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per Household. Household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses (“Household”). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission’s rules

and will result in the applicant's de-enrollment from the program. Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

You may qualify for the Lifeline Services if you meet certain state and federal eligibility requirements. These requirements are determined by the particular state where you reside. These state and federal eligibility requirements include program based eligibility or income based eligibility. By completing the Blue Jay Wireless application, in which your consent is required and obtained to release required information, including financial information, if necessary, to a designated representative as required for the administration of the Lifeline Services. This consent survives any termination of this Agreement. Blue Jay Wireless reserves the right to review any of your continued eligibility for the Lifeline program, at any time, and may require that you provide Blue Jay Wireless with written documentation of either your Household income or your participation in a qualifying state or federal program. If you or any member of your Household participates in a Lifeline program with another provider, you are responsible for 1) notifying the other provider that you or the other member of your Household has been approved for a Blue Jay Wireless Lifeline program and 2) de-enrolling in Lifeline service with the other provider. Notice to terminate service from any other provider's Lifeline program must be given before activating new service in the Blue Jay Wireless Lifeline program.

Program Based Eligibility. To be eligible for Blue Jay Wireless Lifeline Services, a subscriber must meet the applicable eligibility standards described in this Agreement, which may be amended by Blue Jay Wireless from time to time. Program based eligibility varies by state.

Blue Jay Wireless subscribers are eligible to receive Lifeline discounts, under the program based eligibility criteria, if they participate in one or more of the following programs, or in another state-specific qualifying program:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program

For subscribers residing on Tribal lands, the following programs also apply:

- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF
- Head Start (meeting income qualifying standards)

Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of

participation in a qualifying state, federal or Tribal program; (3) program participation documents (such as the consumer's SNAP electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.

Income Based Eligibility. You are eligible to receive Lifeline discounts, under the income based eligibility criteria, if your total combined household income is at or below 135% of the Federal Poverty Guidelines, subject to a few exceptions by state. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. 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.

Non-Transferable and Non-Assignable. Eligibility for Blue Jay Wireless Lifeline Services is personal and relates to the subscriber individually. Lifeline Services subscribers may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the subscriber's rights or benefits received under the Blue Jay Wireless Lifeline Services, including, but not limited to, any voice minutes received under the Blue Jay Wireless Lifeline Services. Similarly, subscribers may not assign their rights or delegate any of their duties under this Agreement without the prior written consent of Blue Jay Wireless, and any attempted assignment or delegation without such consent shall be void.

Usage Policy. At or before 60 days of non-use, Blue Jay Wireless will provide notice to the subscriber that failure to use the Lifeline Services within a 30-day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber's plan; (3) answering an incoming call from a party other than Blue Jay Wireless; or (4) responding to direct contact from Blue Jay Wireless and confirming that the subscriber wants to continue receiving the service. If the subscriber does not respond to the notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with the Company.

Blue Jay Wireless Lifeline Program Restrictions. Subscribers applying for Blue Jay Wireless Lifeline Services agree to and certify that all of the following conditions below apply (but 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 their 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 (in some states full Social Security Number is required) or Tribal ID Number;

Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;

Applicant authorizes Blue Jay Wireless to access any records required to verify application statements on the Blue Jay Wireless form and to confirm applicants' eligibility for the Lifeline program;

Applicant authorizes Blue Jay 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;

Applicant will notify Blue Jay Wireless within 30 days if for any reason he or she no longer satisfies the criteria for receiving 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 Blue Jay Wireless within 30 days;

If applicant provides a temporary residential address to Blue Jay Wireless, applicant will verify his or her temporary residential address every 90 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 re-certify continued eligibility for Lifeline at any time, and failure to re-certify 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 Blue Jay 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.

Annual Recertification, Verification, or Termination of The Lifeline Program. Subscribers participating in the Blue Jay Wireless Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in the Lifeline program based on the appropriate state and federal recertification or verification requirements.

Blue Jay Wireless reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for the Lifeline Services. If Blue Jay Wireless is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in Blue Jay Wireless Lifeline program plans. If the subscriber chooses to continue service after de-enrollment from the Lifeline program, the subscriber's free or discounted minute plan will be discontinued and the subscriber will have the option to choose from any of the then available prepaid plans under the applicable terms and conditions for that plan.

Blue Jay Wireless reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons or upon the request of any state or federal authority. Blue Jay Wireless subscribers have the ability to de-enroll from the Lifeline program for any reason. Subscribers who choose to de-enroll from the Lifeline program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within 5 business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes each month and will be required to re-qualify for Lifeline service if they choose to enroll in another Blue Jay Wireless Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to: Blue Jay Wireless, LLC, Attn: Disconnect Department, 4240 International Parkway, Suite 140, Carrollton, Texas 75007, or by fax to 972-387-4830.

ETC Service Areas. Blue Jay Wireless Lifeline programs are only available for activation by subscribers who reside in the areas in which Blue Jay Wireless has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a Blue Jay Wireless ETC service area.

Subscribers should call 611 or 855-425-8529 to check whether they reside in a Blue Jay Wireless ETC service area.

Mobile Devices. All handset models provided to Lifeline subscribers are selected at the sole discretion of Blue Jay Wireless.

## **Service Plans and Pricing Schedules**

### **Blue Jay Wireless Service Rates**

Airtime is valued at \$0.10 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. Blue Jay Wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime applies to all message retrieval and voice calls. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of the Services. Roaming charges do not apply. Roaming occurs when a subscriber makes or receives calls outside the home network calling area. Blue Jay Wireless does not provide any guarantees as to the availability or quality of the Services including while roaming. A Blue Jay Wireless subscriber must have airtime minutes available to make or receive a call. Blue Jay Wireless handsets will only operate when the subscriber has airtime minutes available on the subscriber's account. If you run out of your allotted airtime, you may purchase and add additional airtime to your account.

### **Blue Jay Wireless Monthly Lifeline Service Plans**

The Company's basic non-Tribal and Tribal Lifeline programs are:

Lifeline Free Plan 125. Each month the customer will receive 125 free anytime voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month. This plan is available in all states where the Company offers Lifeline service except in Tribal areas.

Lifeline Free Plan 250. Each month the customer will receive 250 free anytime voice minutes and 250 text messages (incoming or outgoing). There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. This plan is available in all states where the Company offers Lifeline service except in Tribal areas.

Lifeline Free Plan 350. Each month the customer will receive 350 free anytime voice minutes and text messages. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. This plan will be available to Kentucky residents only.

Lifeline 500 Plan. Each month the customer will receive 500 anytime voice minutes by paying \$5.00 per month plus fees and taxes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are

no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. This plan will be available to Oklahoma residents only.

Tribal Resident Lifeline 1000 Plan. Each month the subscriber will receive 1,000 anytime voice minutes and 1,000 text messages by paying \$1.00 per month plus fees and taxes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the Services expiration date.

Tribal Resident Lifeline Unlimited Plan. Each month the subscriber will receive unlimited anytime voice minutes by paying \$5.00 per month plus fees and taxes. Text messaging will not be available with the unlimited talk plan. There are no rollover minutes with this plan as minutes are unlimited.

Tribal Resident Lifeline Unlimited Voice and Text Plan. Each month the subscriber will receive unlimited anytime voice minutes and text messages by paying \$1.00 per month plus applicable fees and taxes. There are no rollover minutes with this plan as minutes and texts are unlimited.

Tribal 1,000 Voice and 1,000 Text Plan with 100 MB Data. Each month the subscriber will receive 1,000 anytime voice minutes or 1,000 text messages by paying \$1.00 per month plus applicable fees and taxes. Additionally, each subscriber will receive a maximum of 100 MB of data. There are no rollover minutes, texts or data with this plan. Unused minutes, texts and data will expire each month on the Services expiration date. If you use all of your monthly voice minutes, texts and/or data before a new monthly cycle starts, and you do not have a sufficient balance in your account (see Blue Jay Wireless Additional Minutes Plans below), you may not use your Mobile Device to make or receive voice calls, send or receive text message or use data, other than 911 emergency calls, until the start of the next monthly cycle.

Tribal Unlimited Voice and Text with 500 MB Data. Each month the subscriber will receive unlimited anytime voice minutes and text messages by paying \$5.75 per month plus applicable fees and taxes. Additionally, each subscriber will receive a maximum of 500 MB of data. There are no rollover minutes with this plan as minutes and texts are unlimited and there is also no rollover data.

All Lifeline plans include a free handset, free calls to 911 Emergency Services, free calls to Blue Jay Wireless Customer Service and balance inquiries, free Caller ID, free Call Waiting, free Three-Way Calling, free Voicemail, and free domestic long distance calling. Caller ID may display both the subscriber's billing name and their wireless number when placing outbound calls. Blue Jay Wireless does not have the ability to block subscribers' name and number when making outbound calls. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account (see Blue Jay Wireless Additional Minutes Plans below), you may not use your Mobile Device to make or receive voice calls or messages, other than 911 emergency calls and calls to Blue Jay Wireless Customer Service, until the start of the next monthly cycle.



## **Blue Jay Wireless Additional Minutes Plans**

Blue Jay Wireless will make available Additional Minutes Plans (“Additional Minutes Plans”). Please visit the Company’s website at [www.bluejaywireless.com](http://www.bluejaywireless.com) for the current rates for Additional Minutes Plans. Unused minutes and messages expire at the end of subscribers’ monthly period and may not be used in subsequent months. If subscribers use all of their monthly voice minutes and messages before a new monthly cycle starts and they add an Additional Minutes Plan to their account, they will be charged based on the Additional Minutes Plan they choose for voice calls and messages. Even if you have an Additional Minutes Plan, if you use all your minutes included in the plan, you will not have the ability to make calls or send or receive messages, except to place 911 calls, until you purchase another Additional Minutes Plan or a new monthly cycle starts.

Subscribers may add an Additional Minutes Plan to their Blue Jay Wireless account by using one of the following methods. Subscribers can add an Additional Minutes Plan to their account by paying by credit/debit card, or by buying an Additional Minutes Plan at any Blue Jay Wireless authorized location. Blue Jay Wireless Additional Minutes Plans come in increments of \$5.00, \$10.00, and \$20.00. Purchased Additional Minutes Plans cannot be transferred or applied to any other wireless service or account.

### **Non-Lifeline Plans**

The Company’s basic non-Lifeline plans are:

125 Anytime Minutes with Rollover Plan. Each month the customer will receive 125 anytime voice minutes by paying \$9.25 plus taxes and fees. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month.

250 Anytime Minutes Plan. Each month the customer will receive 250 anytime voice minutes and 250 text messages (incoming or outgoing) by paying \$9.25 plus taxes and fees. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

500 Anytime Minutes Plan. Each month the customer will receive 500 anytime voice minutes by paying \$14.25 plus taxes and fees. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. This plan will be available to Oklahoma residents only.

1000 Anytime Minutes Plan. Each month the customer will receive 1000 anytime voice minutes by paying \$35.25 plus taxes and fees. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

Unlimited Anytime Minutes Plan. Each month the customer will receive unlimited anytime voice minutes for \$39.25 per month plus fees and taxes. Text messaging will not be available with the unlimited talk plan. There are no rollover minutes with this plan as minutes are unlimited.

Unlimited Voice and Text Plan. Each month the subscriber will receive unlimited anytime voice minutes and text messages by paying \$35.25 per month plus applicable fees and taxes. There are no rollover minutes with this plan as minutes and texts are unlimited. This plan will be available to Oklahoma residents only.

1,000 Voice and 1,000 Text Plan with 100 MB Data. Each month the subscriber will receive 1,000 anytime voice minutes or 1,000 text messages by paying \$35.25 per month plus applicable fees and taxes. Additionally, each subscriber will receive a maximum of 100 MB of data. There are no rollover minutes, texts or data with this plan. Unused minutes, texts and data will expire each month on the Services expiration date. If you use all of your monthly voice minutes, texts and/or data before a new monthly cycle starts, and you do not have a sufficient balance in your account (see Blue Jay Wireless Additional Minutes Plans below), you may not use your Mobile Device to make or receive voice calls, send or receive text message or use data, other than 911 emergency calls, until the start of the next monthly cycle. This plan will be available to Oklahoma residents only.

Unlimited Voice and Text with 500 MB Data. Each month the subscriber will receive unlimited anytime voice minutes and text messages by paying \$40.00 per month plus applicable fees and taxes. Additionally, each subscriber will receive a maximum of 500 MB of data. There are no rollover minutes with this plan as minutes and texts are unlimited. This plan will be available to Oklahoma residents only.

Unlimited Anytime Minutes and Text with 5GB Data Plan. Each month the customer will receive unlimited anytime voice minutes and texts with 5GB data by paying \$49.25 per month plus fees and taxes. There are no rollover minutes with this plan as minutes are unlimited.

All plans include basic calling features such as caller ID, call waiting, three-way calling and call forwarding.

### **Blue Jay Wireless Text Messaging Rates**

A Blue Jay Wireless subscriber can send and receive domestic text messages of up to 160 characters, including the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. Lifeline subscribers may use their free or discounted monthly allotment of minutes to send and/or receive text messages. Text messages sent to subscribers by Blue Jay Wireless are free of charge. The charge to send or receive a domestic text message will vary depending upon the plan. The standard rate to send or receive a

text message on Blue Jay Wireless phones is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to the account may include incremental minute rates per text messages sent or received. If subscribers have used all of their free monthly allotment of minutes, they will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls.

Each domestic text will be deducted from the available messages in the Lifeline free or discounted minute plan or the purchased Blue Jay Wireless Non-Lifeline or Additional Minutes Plans. Any unused messages will expire at the end of the monthly subscription period and will not be applied to subsequently purchased minutes, unless the plan includes rollover minutes. When text messaging is assessed at a rate of 1 minute per text message, if a subscriber uses all the voice minutes in the available plan, and does not pay the monthly fee for the Blue Jay Wireless Additional Minutes Plan, the subscriber will not receive their monthly allocation of messages associated with their plan. Subscriber messaging plans do not include international text or picture messaging. Blue Jay Wireless does not allow international text messages. Attempting to send international messages could result in deactivation of service and, as applicable, de-enrollment from Blue Jay Wireless Lifeline program.

### **Blue Jay Wireless Data Service Rates**

For those Lifeline and non-Lifeline subscribers choosing to upgrade to a smartphone, data can be added to any phone plan starting at \$0.10 per megabyte, a price that can be reduced on a “per megabyte” basis when the subscriber purchases multiple megabytes of data (a “Data Subscription”). Subscribers may purchase a Data Subscription allocation necessary to access the mobile internet in the following data allocations (“Data Subscription Rates”):

#### **Data Subscription Rates**

\$5.00 for 50MB

\$10.00 for 100MB

\$20.00 for 250MB

Data usage will be deducted from the available data allocation in the purchased Data Subscription. Unused data expires at the end of the monthly Data Subscription period and may not be used in subsequent months. If a subscriber uses their allocation of data before the end of the monthly period, they will be required to add an additional Data Subscription in order to access data or the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously.

Subscribers may terminate their Subscription or switch to another Data Subscription by contacting Blue Jay Wireless at 611 or 855-425-8529. Subscribers are responsible for all data activity from and to their wireless phone, regardless of who initiates the activity. Blue Jay Wireless will not provide free access to data content.

### **Blue Jay Wireless Directory Assistance, Additional Charges and Services**

Directory assistance calls (411) do not have an additional charge, however, they will count as airtime minutes of usage. Calling to 900 / 976 numbers is not available to Blue Jay Wireless subscribers. Blue Jay Wireless will block any calls to 1-900, 1-976, international calling, or other pay-per-call services. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. Blue Jay Wireless allows subscribers to make or receive domestic long distance calls inside the United States as long as coverage is available. Blue Jay Wireless does not allow free calls to other subscribers using the Services. Blue Jay Wireless subscriber Mobile Devices do not provide rate information for Services used to make or receive voice calls or messages.

### **Number Change**

Subscribers can switch wireless numbers for an additional fee. To make this change, subscribers should call Blue Jay Wireless at 611 or 855-425-8529 to switch their wireless phone number. A charge of \$15.00 may apply to number change requests.

### **Sales Taxes**

Sales taxes apply and are not included in the cost of the Services.

### **Additional Information**

Please contact Blue Jay Wireless at 611 or 855-425-8529, or visit our website at [www.bluejaywireless.com](http://www.bluejaywireless.com), for additional pricing information or answers to any questions about the Services.