

## Terms Of Service

### enTouch Wireless Terms and Conditions for Communication Services

Effective as of November 4, 2014 until replaced.

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

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

**Non-Discrimination:** Company offers Lifeline, a government assistance program, on a non-discriminatory basis to any consumer who completes and submits the required Lifeline application and supporting documentation that 1) meets and maintains the eligibility requirements as defined by the Company policy and terms, federal and state rules and regulations including approval by the federal and state Lifeline Administrator(s), rules and regulation(s), as and where applicable; and 2) resides within the Company's approved service area for wireless telephone services. enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California.

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

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

**Use of Services and Equipment; Availability:** Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. enTouch Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other enTouch Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other enTouch Wireless customers. A typical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the enTouch Wireless Terms of Service. Services are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals.

Company provides the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network. Our voice Services provide the ability to send and receive voice-grade calls within the nationwide (domestic) operating range of the enTouch Wireless Coverage Area.

There is power back-up for the underlying enTouch systems that support enTouch LifeLine wireless service as well as underlying carrier power backup systems including limitations due to power for equipment on towers or other facilities in accordance with Federal and state requirements. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services.

Your enTouch Wireless phone will not accept the services of any wireless provider other than enTouch Wireless.

**Services unavailable at home:** If you fail to receive a voice-grade connection, notify enTouch Customer Service. enTouch Customer Service will 1) promptly attempt to restore voice service, or if not possible, 2) provide telephone service using a different network carrier if offered by enTouch and if you agree to that change; or 3) allow you to discontinue service. No termination fees or penalties apply.

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

**Charges:** Eligible Lifeline subscribers will receive free airtime as part of your enTouch Wireless service. Free and purchased airtime is measured in 'units' for voice and text service. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. "1 unit = 1 minute = 1 text." Airtime is used in one-minute increments and any fraction of a minute is rounded up and charged at the full minute rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. Some plans include free data usage. Data is measured in megabytes which is decremented at the rate of content downloaded/uploaded to the network. More information on data plans & usage is available through customer service by dialing 611. **For California Residents only:** enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-

income households and is funded by the State of California. The California LifeLine plan offerings enTouch has available are listed at the end of the Terms of Service.

The Company does not differentiate domestic long distance telephone usage from local usage; customers utilize their minutes of use at the same rate for each type of call. You may also choose to add Airtime through a Top Up card or other commerce channel. This airtime may be invalidated if not paid for by the retailer. Any rollover minutes associated with a plan offering expire after 60 days from the date the minutes were issued.

For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. Your account is not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party.

Unless noted otherwise, the following call types are provided with enTouch Services:

- **411 Directory Assistance:** Directory Assistance calls are free; there is no additional charge. Units/minutes for Directory Assistance are deducted from your available balance of units.
- **611 Company Customer Service:** The Company's handsets can reach 611 Company Customer Service regardless of units (minutes) available on your balance of units. And there is no decrement of minutes when you dial 611 from their Lifeline phone.
- **711 Relay Service: (*California only*)** For 711 calls, only the call to the 711 relay service for the deaf or speech-disabled shall not be counted against Lifeline plan minutes, while the relayed call itself may count toward applicable plan minutes.  
  
(*California only*) Through its underlying carriers, Boomerang will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq.
- **911 Emergency Service:** The Company's handsets can reach 911 Emergency services regardless of units (minutes) available on your balance of units. There is no decrement of your minutes when you dial 911 from their Lifeline phone. 911 emergency services are compliant with state regulations.
- **N11 Numbers: (*California only*)** Public Safety, N11 Numbers (211, 311, 511, 711, and 811) will be supported at a local and state level. There is no additional charge. Units/minutes for N11 Numbers are deducted from your available balance of units. N11 Numbers are supported for California LifeLine customers through the offering of plans with unlimited voice minutes.
- **Operator Services:** Access to operator services for enTouch Lifeline customers is offered commensurate to its retail customers. There is no additional charge for accessing customer service and no decrement of Units/minutes for these calls.
- **Pay-Per-Call Service:** The Company does not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

- **Toll Free Numbers:** calls to Toll Free Numbers are free; there is no additional charge. Units/minutes for Toll Free Numbers are deducted from your available balance of units.

No Termination Fee or Penalty: Company does not require you to enter into a service contract, so you are not subject to termination fees or penalties.

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

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

When you sign up for Lifeline Services with enTouch Wireless you are asked to OPT IN to receive these messages. You can also choose to not receive these messages. If you choose to OPT OUT of text messages, then the only text messages you will receive are the Lifeline notifications required by the FCC, such as the 30-day non-usage notice, the recertification notices, etc. The customer cannot opt out of the required FCC notifications.

If you choose to OPT IN for these messages, they will be delivered to you based on your phone usage. Outbound Usage Alerts do not decrement the consumer's plan balance. Responses to the Usage Alert short codes do not decrement the consumer's plan balance. You must use your phone every 60-days to maintain your Lifeline benefits. (See 'SERVICES, Prepaid Services' for more information on maintaining an active account.) You must also recertify annually that you are eligible for Lifeline services.

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

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

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

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

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

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

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

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

Refurbished phones are used phones that have been inspected, tested, and restored to full working condition at a factory or authorized service center. They may feature new housings or other new parts, or they may simply be used phones that have been tested and certified. Many of the phones distributed are refurbished phones that have been moderately used. They may show minor cosmetic imperfections or be placed in new housings. Phone is data cleared and has been fully inspected, and functionally tested. Device and accessories distributed consist of phone, battery, and wall charger.

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

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

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

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

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

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

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

**Indemnification:** You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in

connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

**Governing law:** For the state of Minnesota:

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

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

**Governing law:** For all states except for Minnesota:

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

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

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

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

account to continue using the service. Anyone who purchases or uses the service, with or without the purchaser's consent is considered a user and subject to the terms and conditions.

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

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

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

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

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

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

**Arizona Corporation Commission**



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

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

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

### **California Public Utilities Commission**

Consumer Affairs,  
505 Van Ness Avenue  
San Francisco, CA 94102

- **Toll Free:** 1-800-649-7570
- **Link:** [http://www.cpuc.ca.gov/PUC/CEC/e\\_complaint/](http://www.cpuc.ca.gov/PUC/CEC/e_complaint/)

### **Colorado Public Utilities Commission**

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

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

### **Kansas Corporation Commission,**

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

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

**Minnesota Public Utilities Commission**

121 7th Place E., Suite 350  
Saint Paul, MN 55101-2147

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

**Washington State Office of the Attorney General,**

Consumer Protection,  
800 5<sup>th</sup> Ave. Suite 2000,  
Seattle, WA 98104-3188

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

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

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

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

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**California Lifeline Plans: (*California only*)** enTouch Wireless has been approved by the California Public Utilities Commission as a California LifeLine Program provider. This benefit program is available to eligible California low-income households and is funded by the State of California. The California LifeLine plan offerings enTouch has available are:

- **1100 FREE Monthly Minute Plan (California LifeLine):** This plan offers 1100 minutes/units per month for voice and text. LifeLine free minutes are automatically posted each month on the LifeLine customer's service date. There is no roll over of minutes/units. Consumers may choose to supplement their plan with additional units (voice, text or data) or upgrade to the Unlimited Plans at any time in local retail outlets or by calling enTouch Wireless Customer Service. (This offering meets the California unbundled offering requirement.)
- **1100 FREE Monthly Minute Plan & Data (California LifeLine):** This plan offers 1100 minutes/units per month for voice and text and 100 MB of data. LifeLine free minutes are automatically posted each month on the LifeLine customer's service date. There is no roll over of minutes/units. Consumers may choose to supplement their plan with additional units (voice, text or data) or upgrade to the Unlimited Plans at any time in local retail outlets or by calling enTouch Wireless Customer Service.
- **Unlimited Voice & Text Plan (California LifeLine):** This plan offers unlimited minutes/units per month for voice and text plus 100 MB of data. The Unlimited Voice & Text Plan can be purchased at local retail outlets or by calling Customer Service by dialing 611. This plan is effective for 30-days with no roll over of minutes/units from the date the plan is loaded on your enTouch phone, which may differ from your LifeLine customer's service date.)
- **Unlimited Talk, Text and Data (California LifeLine):** This plan offers unlimited minutes/units per month for voice, text and data. The Unlimited Talk, Text and Data Plan can be purchased at local retail outlets or by calling Customer Service by dialing 611. This plan is effective for 30-days with no roll over of minutes/units from the date the plan is loaded on your enTouch phone, which may differ from your LifeLine customer's service date.)

**Initial Phone Activation Fee:** Boomerang will charge an Initial Phone Activation Fee for the processing of the initial application paperwork and initial phone activation of \$39.00 for California LifeLine recipients. A Phone Activation Fee of \$39.00 will be charged for California non-LifeLine consumers choosing Boomerang service. The fee does not apply to phone upgrades or replacements.

Boomerang offers only pre-paid service with no overage fees.