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MAY 02 2011

2000 PNC PLAZA
500 WEST JEFFERSON STREET
LOUISVILLE, KY 40202-2828
MAIN: (502) 333-6000
FAX: (502) 333-6099
www.skofirm.com

PUBLIC SERVICE
COMMISSION
DOUGLAS BRENT
DIRECT DIAL: 502-568-5734
DIRECT FAX: 502-333-6099
douglas.brent@skofirm.com

May 2, 2011

Jeffrey DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40601

*RE: The Petition of Virgin Mobile USA, L.P. for Designation as an
Eligible Telecommunications Carrier in the Commonwealth of Kentucky*

Dear Mr. DeRouen:

Enclosed please find the original and ten copies of Virgin Mobile USA, L.P.'s Response to Commission Staff's First Data Requests. A verification will be filed separately.

Please indicate receipt of this filing by placing your file stamp on the extra copy and returning to me via our runner.

Sincerely yours,

Douglas F. Brent

c: Susan J. Berlin

DFB: jms
Enclosures

111993 138842/668928.1

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAY 02 2011

PUBLIC SERVICE
COMMISSION

IN THE MATTER OF:

PETITION OF VIRGIN MOBILE USA, L.P.)
FOR LIMITED DESIGNATION AS AN) Case No. 2010-00524
ELIGIBLE TELECOMMUNICATIONS)
CARRIER)

**VIRGIN MOBILE USA, L.P.'S RESPONSE TO
COMMISSION STAFF'S FIRST DATA REQUESTS**

REQUEST 1. Kentucky currently requires that all Eligible Telecommunications Carriers ("ETCs") perform an audit of all customers receiving Lifeline benefits. Each customer must provide proof of eligibility. Does Virgin Mobile agree to audit all Lifeline customers each year rather than conduct a yearly audit of only a sample of customers?

Responsible Party: Elaine Divelbliss

RESPONSE:

Virgin Mobile agrees to audit all Kentucky Lifeline customers each year, subject to any alternate processes implemented as a result of the FCC's pending Notice of Proposed Rulemaking on Lifeline and Link-Up Reform and Modernization (WC Docket No. 11-42, rel. Mar. 4, 2011).

REQUEST 2. Explain the process which Virgin Mobile will employ to audit each Lifeline customer on an annual basis.

Responsible Party: Elaine Divelbliss

RESPONSE:

Prior to the customer's service anniversary date, a customer will receive notice by mail, as well as text message or other alternate form of communication, of the annual verification requirement with a request to submit a brief verification form and documentation of proof of ongoing Lifeline eligibility. The customer will be instructed to return the verification form and documentation by fax or mail. If no response is received, the Company will follow up through a combination of text messaging, email, account alert, mail and telephone communication.

REQUEST 3. Explain the process by which Virgin Mobile will verify the initial eligibility of Lifeline customers. Provide details about how and where Lifeline subscribers will be able to initiate service.

Responsible Party: Elaine Divelbliss

RESPONSE:

Applicants for Virgin Mobile Lifeline service complete an enrollment form that may be printed from the Assurance Wireless website, requested by contacting a toll-free telephone number established by the Company, or received through direct mail or from a partner social services agency. Applicants must provide all of the information on the enrollment form, including their name, residential address and relevant eligibility criteria. A copy of a sample enrollment form is attached hereto as Exhibit 1. Once a signed application and supporting documentation, if required, are received, the application and any supporting documentation are reviewed. Under existing FCC regulations, Lifeline applicants are permitted to self-certify program-based eligibility.

The validity of the applicant address is confirmed using industry-standard software and the address is compared it against the existing Virgin Mobile Lifeline customer address list. If the address provided is not valid or is in use by an existing Virgin Mobile Lifeline customer, the applicant is advised in a letter that they are ineligible for Assurance Wireless on that basis.

The eligibility information supplied by the applicant is then compared by an automated system with state-specific program information to render a preliminary eligibility decision. A reviewer then manually evaluates the application for completeness and compares the eligibility requirements to the application and supporting documentation, if required, and renders an approval or denial decision. A confirmation letter is sent to the applicant with an eligibility decision. If the applicant is approved for participation in the program, an approval letter is sent. If the applicant does not meet the eligibility requirements or the information was insufficient to render a decision, a denial letter is sent, specifying the reason for denial. Where information is insufficient to make an eligibility determination, a letter is sent requesting additional information.

If a customer is approved, a free handset is shipped at the same time as but separately from the approval letter. To initiate service, the customer must program the handset by following the instructions on the screen and entering their account PIN provided in the approval letter. After the handset is programmed by the customer, 250 minutes are immediately applied to the customer's account. At the end of each of the customer's 30-day service cycles, additional 250 minute allotments are deposited into the customer's account.

In the near future, Virgin Mobile expects to supplement the enrollment process described above with two additional methods. Under the first method, consumers will access the enrollment form through a secure website and complete the form online, which will include an electronic signature to verify that all statements and information are accurate under penalty of perjury. Under the second method for enrollment, applicants for Lifeline service will complete an

enrollment form by contacting a toll-free telephone number established by the Company. Applicants will be required to provide all of the information currently required by the existing enrollment procedure, including their name, residential address and relevant eligibility criteria, and will be required to make a declaration under penalty of perjury that will be recorded regarding the accuracy of statements and information. Prospective customers will be informed that they can speak to a live operator if they have questions regarding the enrollment process, their certification or any aspect of Lifeline services.

REQUEST 4. Does Virgin Mobile understand that Kentucky does not allow consumers to qualify for Lifeline under the income guidelines?

Responsible Party: Elaine Divelbliss

RESPONSE:

Yes. Several of the 24 states in which Assurance Wireless service is available do not permit customers to qualify on the basis of household income. Assurance Wireless applications are state-specific, and the Kentucky application would not list income as a basis for eligibility. (Please see Exhibit 1.)

REQUEST 5. The Kentucky Universal Service Fund for Lifeline support is maintained by a fee of eight cents per access line per month from every wireline and wireless subscriber, which is collected by carriers. Does Virgin Mobile collect this surcharge from any of its customers?

Responsible Party: Elaine Divelbliss

RESPONSE: Virgin Mobile does remit to the Commission an amount equal to the surcharge that would apply on customer bills. Because prepaid customers do not receive a bill, the surcharge cannot be billed to a customer using the description ordered by the Commission in Adm. Case No. 360, and Virgin Mobile does not collect this surcharge from its customers.

REQUEST 6. The Kentucky Telecommunications Relay Service and the Kentucky Telecommunications Access Program are supported by a surcharge, which is collected by carriers. Each fund is supported by a fee of two cents per access line per month from every wireline and wireless subscriber, which is collected by the carriers. Does Virgin Mobile collect this surcharge from any of its customers?

Responsible Party: Elaine Divelbliss

RESPONSE:

Virgin Mobile remits amounts equal to both the Telecommunications Relay Service fee and the Kentucky Telecommunications Access Program fee, but does not currently collect these amounts from its customers.

REQUEST 7. Do Virgin Mobile customers pay the statewide wireless 911 fee?

Responsible Party: Elaine Divelbliss

RESPONSE:

Virgin Mobile prepaid customers do not receive a bill and do not pay the statewide wireless 911 fee. Instead, Virgin Mobile remits this fee using the method for prepaid CMRS services prescribed within KRS 65.7635(1).

REQUEST 8. If Virgin Mobile receives ETC designation in Kentucky, approximately how long will it take for Virgin Mobile to offer Lifeline service in the area in which it receives the ETC designation? Elaborate on any extenuating or special circumstances.

Responsible Party: Elaine Divelbliss

RESPONSE:

Because Virgin Mobile already provides facilities-based wireless services in Kentucky, the Company intends to launch Lifeline services as soon as possible after the Commission approves its pending petition. In Virgin Mobile's experience, the Company usually commences Lifeline services in a state within 1-2 weeks of designation as an ETC in the state.

REQUEST 9. Does Virgin Mobile understand that there may be an audit by the Commission of the use of the universal service funds and that the eligible telecommunications service designation may be reviewed annually?

Responsible Party: Elaine Divelbliss

RESPONSE: Yes.

REQUEST 10. Has Virgin Mobile been audited by other state utility commission regarding its use of universal service funds? If so, list the states and the result of the audit.

Responsible Party: Elaine Divelbliss

RESPONSE: No.

The Mississippi Public Service Commission requested a copy of the Company's Lifeline customer list for the purpose of comparing with other ETCs to identify customers receiving more than one Lifeline discount. After a preliminary review, the MPSC directed Virgin Mobile and other ETCs to provide their customer lists to USAC for further analysis. The analysis is pending.

REQUEST 11. Does Virgin Mobile have any outstanding complaints at any state commission or at the Federal Communications Commission (“FCC”)? Provide detailed documentation of any complaint filed with a state commission or at the FCC in the past three years.

Responsible Party: Elaine Divelbliss

RESPONSE:

No. Virgin Mobile does not have any outstanding complaints at any state commission or at the FCC.

Virgin Mobile has not been subject to an agency finding, conviction or civil judgment during the last three years other than the following:

On February 26, 2008, the Federal Communications Commission issued a Memorandum Opinion and Order (the “Order”) denying the Company’s Petition for Limited Waiver which was filed on November 7, 2006 and which sought a 10-month extension – to July 18, 2007 – to comply with FCC rules requiring Virgin Mobile to offer two handsets by September 18, 2006 that meet technical hearing aid compatibility requirements for inductive coupling. The Order ruled on 46 waiver requests, including Virgin Mobile’s; in general, the FCC granted waivers to companies that came into compliance by January 1, 2007 or shortly thereafter. Virgin Mobile came into compliance with the hearing-aid compatible telephone rules on April 19, 2007. On September 4, 2009, the FCC’s Enforcement Bureau issued an order reprimanding the Company but did not impose a fine for alleged non-compliance. *See In the Matter of Section 68.4(a) of the Commission's Rules Governing Hearing Aid-Compatible Telephones; Petitions for Waiver of Section 20.19 of the Commission's Rules*, WT Docket No. 01-309, RELEASE-NUMBER: FCC 08-67, 23 FCC Rcd 3352, issued February 26, 2008.

On July 17, 2008, the Company received notice that the Texas Attorney General had initiated an investigation of the Company’s charitable Strip2Clothe initiative under the Texas Deceptive Trade Practices and Consumer Protection Act. The Company complied with a Civil Investigative Demand and produced documents in connection therewith on August 1, 2008 in response to the Attorney General’s request. No further action was taken.

On July 2, 2010, the Tennessee Division of Consumer Affairs issued an informal inquiry requesting the Company’s voluntary cooperation in investigating possible allegations that the LG Flare handsets sold to Tennessee consumers had issues or problems with providing text message delivery. On September 30, 2010, the Company responded to the July 2 letter and a September 13, 2010 Request for Consumer Protection Information, which responses were supplemented in a submission dated October 22, 2010. No further action has been taken.

Though Virgin Mobile has received informal customer complaints made through state agencies and the FCC, it has responded to and resolved these complaints and not retained detailed documentation.

REQUEST 12. Affirm that Virgin Mobile will not seek toll limitation service reimbursement from Universal Service Administrative Company (“USAC”) if granted ETC status?

Responsible Party: Elaine Divelbliss

RESPONSE: Affirmed. Virgin Mobile provides its wireless service on a prepaid, or pay-as-you-go, basis. Virgin Mobile’s service, moreover, is not offered on a distance-sensitive basis and minutes are not charged separately for local or domestic long distance services. Customers also must specifically authorize access for international services, for which additional charges may apply.

REQUEST 13. Affirm that Virgin Mobile will not seek Link-Up reimbursement from USAC if granted ETC status?

Responsible Party: Elaine Divelbliss

RESPONSE: Affirmed. Virgin Mobile provides a handset free of charge to its Lifeline customers and does not charge activation fees. The Company does not currently seek, nor does it have plans to seek, Link-Up reimbursement.

REQUEST 14. Virgin Mobile will seek Lifeline reimbursement from USAC if granted ETC status. What amount per customer will Virgin Mobile seek?

Responsible Party: Elaine Divelbliss

RESPONSE: Virgin Mobile will seek Tier 1, Tier 2 and Tier 3 support. The amount of Tier 1 support is determined by the subscriber line charges in the relevant ILEC study areas, with a maximum of \$6.50. Tier 2 and Tier 3 support are \$1.75 each. The maximum reimbursement per subscriber is \$10.

REQUEST 15. Will Virgin Mobile seek Lifeline reimbursement from the Kentucky Universal Service Fund if granted ETC status? If so, list the amount per customer Virgin Mobile would be claiming.

Responsible Party: Elaine Divelbliss

RESPONSE: No. Virgin Mobile does not intend to seek Lifeline reimbursement from the Kentucky Universal Service Fund.

REQUEST 16. Provide the number of requests for service from potential customers in Kentucky that were unfulfilled by Virgin Mobile in the previous calendar year.

Responsible Party: Elaine Divelbliss

RESPONSE: No requests for service from potential customers in Kentucky went unfulfilled by Virgin Mobile in the previous calendar year.

REQUEST 17. Does Virgin Mobile use agents or other retailers to market and sell its service? If so, provide a list.

Responsible Party: Elaine Divelbliss

Virgin Mobile does not use agents or other retailers in connection with its ETC Lifeline program, which is distinctly branded as Assurance Wireless.

REQUEST 18. Will Virgin Mobile be willing to advertise Lifeline and Link-Up availability in languages other than English? If so, list the other languages.

Responsible Party: Elaine Divelbliss

RESPONSE: Yes, where market demographics would support the decision. The Company makes many of its advertising and marketing materials, including television advertising, direct mail marketing, brochures and applications available in Spanish.

REQUEST 19. Provide the corporate chart of Sprint Nextel Corporation including Virgin Mobile's relationship to other Sprint Nextel entities.

Responsible Party: Elaine Divelbliss

RESPONSE: Please see Exhibit 2.

REQUEST 20. What is Virgin Mobile's relationship with NPCR, Inc.?

Responsible Party: Elaine Divelbliss

RESPONSE: Virgin Mobile USA, LP and NPCR, Inc. are both subsidiaries of Sprint Nextel Corporation.

REQUEST 21. NPCR, Inc. has been designated as an ETC in Kentucky in Case No. 2003-00143. Explain how Virgin Mobile's Lifeline offering will differ from NPCR, Inc.'s offering.

Responsible Party: Elaine Divelbliss

The NPCR, Inc. ETC designation granted authority to access both high-cost and Lifeline USF funds. Because Virgin Mobile is seeking ETC designation solely for Lifeline purposes in connection with its Assurance Wireless offering, it has decided to seek ETC designation in its own name. As for the differences between the Lifeline offerings, NPCR offers a flat discount on Sprint postpaid service. Virgin Mobile, under the Assurance Wireless brand name, offers three prepaid wireless service plans: (1) 250 free minutes each month, (2) 500 minutes for \$5 (250 free minutes plus 250 minutes), or (3) 1000 minutes and 1000 text messages for \$20 (250 free minutes plus 750 minutes and 1000 text messages). The Assurance Wireless plans do not require customers to enter into a long-term service contract, and customers are free to switch plans monthly.

REQUEST 22. Has Virgin Mobile been designated as an ETC in any state in which another Sprint Nextel entity was already designated an ETC?

Responsible Party: Elaine Divelbliss

RESPONSE:

Yes. Virgin Mobile has been designated as an ETC in the following 17 states in which another Sprint Nextel entity was already designated as an ETC: Alabama, Arkansas, Florida, Georgia, Indiana, Iowa, Louisiana, Michigan, Mississippi, New York, North Carolina, Pennsylvania, Tennessee, Texas, Virginia, Washington, and West Virginia.

REQUEST 23. Virgin Mobile states, in its application at footnote 16, that unused minutes and text messages do not carry forward from month to month. Also attached to the application is an order of the West Virginia Public Service Commission. The Order required that additional purchased minutes at the rate of \$0.10 per minute and text messages would not expire and would remain available until used or until the customer account is terminated. Will Virgin Mobile be willing to make that same provision available to Kentucky subscribers?

Responsible Party: Elaine Divilbliss

RESPONSE:

Yes. Minutes and text messages provided in connection with the three monthly service plans (free 250 minutes, 500 minutes for \$5 and 1000 minutes/1000 texts for \$20) do expire monthly and do not carry forward. However, funds placed in a customer's account for the purpose of purchasing additional minutes, texts or other services on an a la carte basis do not expire and remain available until used or until the customer account is termination.

REQUEST 24. Does Virgin Mobile charge against the customer account for all calls and text messages both send and received including calls to customer service, 911, and company-initiated text messages?

Responsible Party: Elaine Divelbliss

RESPONSE:

A customer account is decremented for all calls and text message both sent and received, excluding calls to customer service, 911 and any company-initiated communications, which are all free of charge to the customer.

REQUEST 25. Would Virgin Mobile be willing to file its non-usage report with the Commission as detailed on pages 10 and 11 of the application?

Responsible Party: Elaine Divelbliss

RESPONSE: Yes.

REQUEST 26. Provide a proposed customer agreement for Lifeline service detailing all service conditions and charges.

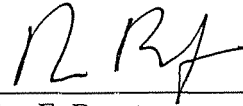
Responsible Party: Elaine Divelbliss

RESPONSE:

Attached as Exhibit 3 are the Terms of Service for Assurance Wireless branded service.

Respectfully submitted,

VIRGIN MOBILE USA, L.P.



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Email susan.berlin@sprint.com

Counsel to Virgin Mobile USA, L.P.

May 2, 2011



assurance
wireless

Una manera de mantenerse conectado sin preocupaciones.

No se pierda esta oportunidad de solicitar un teléfono **GRATIS** y servicio **GRATIS**.

Estimado(a) <FIRST>,

Hay una nueva manera de mantenerse al tanto con familia y amigos gratis – Assurance Wireless. ¡Y, usted puede calificar! Assurance Wireless es presentado por Virgin Mobile y le da un teléfono móvil **GRATIS** y **250** Minutos de Voz **GRATIS** cada mes. Todo sin contrato a largo plazo, cuentas, cuotas de activación, cargos recurrentes, o sobrecargos.

¿Cómo se califica?

Aunque elegibilidad varía por estado,* podría calificar por Assurance Wireless si usted participa en cualquiera de los siguientes programas:

- Estampillas de Comida/Food Stamps/SNAP
- Medicaid
- Ingreso de Seguridad Suplementaria (SSI)
- El Programa de Asistencia con la Electricidad para las Familias de Ingresos Modestos (LIHEAP)
- Ayuda federal de Envoltura de Público (FPHA)
- Plan de descuento para personas mayores de bajos ingresos
- Ayuda Temporal para Familias Necesitadas (TANF)

¡Aplicar es fácil!

Sólo llene la aplicación incluida y devuélvalo en el sobre proporcionado. Si usted tiene alguna pregunta, llame 1-888-898-4888 con el Código <PCODE> o visita assurancewireless.com. Después de que usted ha aplicado, puede comprobar su estado de aplicación llamando 1-877-636-9511 con su de PIN de Cuenta <APPID>.

Gracias,
Assurance Wireless

P.D. ¡Hemos incluido una segunda aplicación para una amista en el estado de Georgia, quien reside en una dirección diferente a la suya, y quien también califica para un teléfono celular **GRATIS** y servicio móvil **GRATIS**! ¡Entréguele la aplicación a una amistad o miembro de la familia o hasta los vecinos! Hemos incluido la dirección en la aplicación donde debe enviar la aplicación.

Aquí está lo que usted puede conseguir:

- Un teléfono móvil Assurance Wireless **GRATIS**
- **250** Minutos de Voz **GRATIS**
- La habilidad de mantener su número de teléfono actual
- Cuenta de Correo de Voz gratis, Llamada en Espera, e Identificación del que llama **GRATIS**
- Acceso 911
- Sin contrato a largo plazo

O, elija entre nuestro plan de **\$5 al mes** para obtener **500 Minutos Totales de Voz** o nuestro plan de **\$20 al mes** para obtener **1000 Minutos Totales de Voz + 1000 Textos****

¡Aplique hoy!
Su aplicación
está encerrada.

Aplique Hoy Por Su Teléfono GRATIS Y Minutos De Voz GRATIS Cada Mes.

Disponibles para residentes de Georgia y otros estados. Oferta limitada para clientes elegibles (varia por estado) residiendo en áreas geográficas selectas y no es transferible. Para ver si Assurance Wireless se ofrece en su ciudad o pueblo, favor de visitar assurancewireless.com o llame al 1-888-898-4888. Los teléfonos gratuitos de Assurance Wireless dependen de los que estén disponibles y modelos enviados pueden variar. Assurance Wireless es presentado por Virgin Mobile USA y es un programa de Lifeline Assistance apoyado por el programa federal Universal Service Fund. Una línea telefónica de Lifeline Assistance por hogar. Minutos de Voz y mensajes de texto adicionales son 10¢ cada uno. Los precios de los textos domésticos son para enviar y recibir. Servicios Int'l son extra. La cuenta puede expirar 150 días después de que reciba un aviso de no ser elegible para el servicio de Assurance Wireless y el saldo de la cuenta puede ser perdido. Impuestos estatales y locales pueden aplicar al agregar dinero a su cuenta. Consulte los Términos de Servicio para más detalles. Los servicios de la red de Virgin Mobile USA son proveídos en la Red Nacional de Sprint®. El área de cobertura nacional alcanza a más de 277 millones de personas. Cobertura no está disponible en todas áreas. Visite virginmobileusa.com para un mapa detallado y verificar la cobertura en su área. Assurance Wireless es sujeto a los Términos de Servicio localizados en assurancewireless.com. Las quejas referente al servicio Lifeline se pueden enviar a la Comisión de los Asuntos de Consumidor de la Georgia Public Service Commission en 404-656-4501.

**Requiere un Top-Up mínimo de \$10.





Georgia Application

If you have questions about this form, please call 1-888-898-4888 Please return this form to the address shown in #4 below

START HERE

PLEASE CERTIFY YOUR ELIGIBILITY:

- 1. Complete Section B
2. Remember: Sign and date the form in Section C
3. Attach documents to support the programs in Section B
4. Mail the application to: Assurance Wireless, P.O. Box 7600, Mattoon, IL 61938-9953 Or Fax materials to: 1-877-732-3018

<BARCODE>

A PERSONAL INFORMATION

The person below MUST BE the same person applying for the discount. Please do not forget to sign the application below in Section C.

<NAME1>
<ADDR1> <ADDR2>
<CITY> <ST> <ZIP9>

B PROGRAM-BASED ELIGIBILITY

Fill in all bubbles for all program(s) the person in Section A is currently enrolled. You must prove your eligibility to subscribe to this program. You must attach a copy of your benefit ID card with your name on it. If you receive LIHEAP, attach a copy of your approval notice, or a copy of your utility bill showing your discount. As an alternative, you may send a copy of an eligibility letter from an authorized representative of the Georgia DHS, Office of the Aging, or another authorized agency to confirm your eligibility.

Form with radio buttons for: Food Stamps/SNAP, Medicaid, Supplemental Security Income (SSI), Low Income Home Energy Assistance Program (LIHEAP), Federal Public Housing Assistance (FPHA), Senior Citizen Low Income Discount Plan, Temporary Assistance for Needy Families (TANF). Includes note: (Supporting Documentation WILL NOT Be Returned)

C SIGNATURE

By signing below, I certify under penalty of perjury that the information contained within this application is true and correct and that I am head of my household. I also acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by law, and the penalties of perjury include monetary fines and potential imprisonment.

I understand that completion of this application does not constitute immediate approval for Assurance Wireless service. I authorize Assurance Wireless or its duly appointed representative to access any records (including financial records) required to verify my statements herein and to confirm my eligibility for Assurance Wireless service.

I understand that I may be required to verify my continued eligibility for Assurance Wireless service at any time. Failure to verify eligibility will result in termination of Assurance Wireless service. In the future, if I am no longer eligible to receive benefits from at least one of the qualifying public assistance programs listed above, I will notify Assurance Wireless within five (5) days.

I understand that Lifeline Assistance is only available for one land line or wireless phone line per household. If I currently have a Lifeline Assistance plan with a different phone service provider, I will notify my current provider when I am approved for Assurance Wireless service.

Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501.

X SIGNATURE (Please use blue or black ink)

/ / DATE

X PRINTED NAME



<BARCODE>



Application
For a Friend
in Georgia

If you have questions about
this form, please call
1-888-898-4888
Please return this form
to the address shown in #4 below

GA99999999999989

START HERE

PLEASE CERTIFY YOUR ELIGIBILITY:

1. Complete Section B
2. **Remember: Sign and date the form in Section C**
3. Attach documents to support the programs in Section B
4. Mail the application to:
Assurance Wireless, P.O. Box 7600, Mattoon, IL 61938-9953
Or Fax materials to: 1-877-732-3018

A PERSONAL INFORMATION

The person below **MUST BE** the same person applying for the discount. Please do not forget to sign the application below in Section C.

First Name: _____ Last Name: _____ Home Telephone Number: _____
(Please Print Clearly) (Please Print Clearly) (Will Become Your Account PIN)

Street Address: _____ Apt: _____
(P.O. Boxes Cannot Be Accepted)

City: _____ State: _____ Zip Code: _____

B PROGRAM-BASED ELIGIBILITY

Fill in all bubbles for all program(s) the person in Section A is currently enrolled. **You must prove your eligibility to subscribe to this program. You must attach a copy of your benefit ID card with your name on it. If you receive LIHEAP, attach a copy of your approval notice, or a copy of your utility bill showing your discount. As an alternative, you may send a copy of an eligibility letter from an authorized representative of the Georgia DHS, Office of the Aging, or another authorized agency to confirm your eligibility.**

- | | |
|---|--|
| <input type="radio"/> Food Stamps/SNAP | <input type="radio"/> Low Income Home Energy Assistance Program (LIHEAP) |
| <input type="radio"/> Medicaid | <input type="radio"/> Federal Public Housing Assistance (FPHA) |
| <input type="radio"/> Supplemental Security Income (SSI)
<small>(Not the same as Social Security Benefits)</small> | <input type="radio"/> Senior Citizen Low Income Discount Plan |
| | <input type="radio"/> Temporary Assistance for Needy Families (TANF) |

(Supporting Documentation WILL NOT Be Returned)

C SIGNATURE

By signing below, I certify under penalty of perjury that the information contained within this application is true and correct and that I am head of my household. I also acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by law, and the penalties of perjury include monetary fines and potential imprisonment.

I understand that completion of this application does not constitute immediate approval for Assurance Wireless service. I authorize Assurance Wireless or its duly appointed representative to access any records (including financial records) required to verify my statements herein and to confirm my eligibility for Assurance Wireless service. I authorize social service agency representatives to discuss with, and/or provide information to, Assurance Wireless verifying my participation in public assistance programs that qualify me for Assurance Wireless service. I also authorize Assurance Wireless to release any records (including financial records) required for the administration of Assurance Wireless service.

I understand that I may be required to verify my continued eligibility for Assurance Wireless service at any time. Failure to verify eligibility will result in termination of Assurance Wireless service. In the future, if I am no longer eligible to receive benefits from at least one of the qualifying public assistance programs listed above, I will notify Assurance Wireless within five (5) days.

I understand that Lifeline Assistance is only available for one land line or wireless phone line per household. If I currently have a Lifeline Assistance plan with a different phone service provider, I will notify my current provider when I am approved for Assurance Wireless service.

Complaints concerning Lifeline service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501.

X _____
SIGNATURE (Please use blue or black ink)

_____/_____/_____
DATE

X _____
PRINTED NAME



GA99999999999989

SPRINT NEXTEL CORPORATION

Incorporated November 15, 1938 in Kansas as United Utilities, Incorporated;

Name changed to United Telecommunications, Inc. June 2, 1972

Name changed to Sprint Corporation February 26, 1992

Name changed to Sprint Nextel Corporation August 12, 2005

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
Alamosa Holdings, Inc.	Delaware	100
Subsidiary:		
AirGate PCS, Inc.	Delaware	100
Subsidiaries:		
AGW Leasing Company, Inc.	Delaware	100
AirGate Network Services, LLC	Delaware	100
AirGate Service Company, Inc.	Delaware	100
Alamosa PCS Holdings, Inc.	Delaware	100
Subsidiary:		
Alamosa (Delaware), Inc.	Delaware	100
Subsidiaries:		
Alamosa Delaware Operations, LLC	Delaware	100
Alamosa Holdings, LLC	Delaware	100
Subsidiary:		
Alamosa PCS, Inc.	Delaware	100
Subsidiaries:		
Alamosa Wisconsin GP, LLC	Wisconsin	100
Subsidiary:		
Alamosa Wisconsin Limited Partnership	Wisconsin	1
Subsidiary:		
Alamosa (Wisconsin) Properties, LLC	Wisconsin	100
Alamosa Finance, LLC	Delaware	100
Alamosa Limited, LLC	Delaware	100
Subsidiary:		
Texas Telecommunications, LP	Texas	99
Subsidiary:		
Alamosa Properties, LP	Texas	99
Alamosa Delaware GP, LLC	Delaware	100
Subsidiaries:		
Alamosa Properties, LP	Texas	1
Texas Telecommunications, LP	Texas	1
Alamosa Wisconsin Limited Partnership	Wisconsin	99
Alamosa Missouri, LLC	Missouri	100
Subsidiary:		
Alamosa Missouri Properties, LLC	Missouri	100
Washington Oregon Wireless, LLC	Oregon	100
Subsidiaries:		
Washington Oregon Wireless Licenses, LLC	Delaware	100
Washington Oregon Wireless Properties, LLC	Delaware	100
SWLP, L.L.C.	Oklahoma	100
Subsidiary:		
Southwest PCS, L.P.	Oklahoma	99

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Alamosa Holdings, LLC subsidiaries continued)		
SWGP, L.L.C.	Oklahoma	100
Subsidiary:		
Southwest PCS, L.P.	Oklahoma	1
Subsidiaries:		
Southwest PCS Licenses, LLC	Delaware	100
Southwest PCS Properties, LLC	Delaware	100
American Telecasting, Inc.	Delaware	100
Subsidiary:		
SN UHC 3, Inc. (see People's Choice TV Corp. for SN UHC 3, Inc. subs; see endnote)	Delaware	29.06 ⁽¹⁾
Atlanta MDS Co., Inc.	Georgia	100
Subsidiary:		
SN UHC 2, Inc. (see Sprint WBC of New York, Inc. for SN UHC 2, Inc. subs; see endnote)	Delaware	4.42 ⁽²⁾
Caroline Ventures, Inc.	Delaware	100
C FON Corporation	Delaware	100
iPCS, Inc.	Delaware	100
Subsidiary:		
Bright PCS Holdings, Inc.	Delaware	100
Subsidiary:		
Bright Personal Communications Services, LLC	Ohio	100
iPCS Wireless, Inc.	Delaware	100
Subsidiary:		
iPCS Equipment, Inc.	Delaware	100
Horizon Personal Communications, Inc.	Ohio	100
IWO Holdings, Inc.	Delaware	100
Subsidiary:		
Independent Wireless One Corporation	Delaware	100
Subsidiary:		
Independent Wireless One Leased Realty Corporation	Delaware	100
Los Angeles MDS Company, Inc.	California	100
Subsidiary:		
SN UHC 2, Inc. (see Sprint WBC of New York, Inc. for SN UHC 2, Inc. subs; see endnote)	Delaware	8.59 ⁽²⁾
New York MDS, Inc.	Delaware	100
Subsidiary:		
SN UHC 2, Inc. (see Sprint WBC of New York, Inc. for SN UHC 2, Inc. subs; see endnote)	Delaware	21.58 ⁽²⁾
Nextel Communications, Inc.	Delaware	100
Subsidiaries:		
Dial Call Midwest, Inc.	Delaware	100
NCI 900 Spectrum Holdings, Inc.	Delaware	100
Subsidiaries:		
ACI 900, Inc.	Delaware	100
Velocita Wireless Holding Corp.	Delaware	100
Subsidiaries:		
Machine License Holding, LLC	Delaware	96.17
Velocita Wireless Holding, LLC	Delaware	100
Subsidiaries:		
Machine License Holding, LLC	Delaware	3.83

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Nextel Finance Company subsidiaries continued)		
Nextel Finance Company	Delaware	100
Subsidiaries:		
FCI 900, Inc.	Delaware	100
Nextel of California, Inc.	Delaware	100
Subsidiaries:		
Boost Mobile, LLC	Delaware	100
Nextel Boost of California, LLC	Delaware	100
Nextel Communications of the Mid-Atlantic, Inc.	Delaware	100
Subsidiary:		
Nextel Boost of the Mid-Atlantic, LLC	Delaware	100
Nextel License Acquisition Corp.	Delaware	100
Nextel of New York, Inc.	Delaware	100
Subsidiary:		
Nextel Boost of New York, LLC	Delaware	100
Nextel Operations, Inc.	Delaware	100
Subsidiary:		
Nextel Retail Stores, LLC	Delaware	100
Nextel South Corp.	Georgia	100
Subsidiaries:		
Nextel Boost South, LLC	Delaware	100
Nextel License Holdings 1, Inc.	Delaware	100
Nextel License Holdings 3, Inc.	Delaware	100
Nextel Systems Corp.	Delaware	100
Nextel of Texas, Inc.	Texas	100
Subsidiary:		
Nextel Boost of Texas, LLC	Delaware	100
Nextel West Corp.	Delaware	100
Subsidiaries:		
Nextel Boost West, LLC	Delaware	100
Nextel West Services, LLC	Delaware	100
Nextel License Holdings 2, Inc.	Delaware	100
Nextel License Holdings 4, Inc.	Delaware	100
Nextel of Puerto Rico, Inc.	Puerto Rico	100
Subsidiary:		
Nextel License Holdings 5, Inc.	Puerto Rico	100
Sprint Nextel Holdings (ME) Corp.	Delaware	100
Tower Parent Corp.	Delaware	100
Unrestricted Subsidiary Funding Company	Delaware	100
Subsidiaries:		
Nextel 220 License Acquisition Corp.	Delaware	100
Nextel Broadband, Inc.	Delaware	100
Nextel Data Investments 1, Inc.	Delaware	100
Nextel Unrestricted Relocation Corp.	Delaware	100
Nextel 700 Guard Band Corp.	Delaware	100
SN UHC 1, Inc.	Delaware	100
Subsidiary:		
Sprint HoldCo, LLC	Delaware	54.75
Subsidiary:		
Clearwire Communications LLC	Delaware	56.36191 ⁽³⁾
Clearwire Corporation	Delaware	56.36191 ⁽⁴⁾
Unrestricted UMTS Funding Company	Delaware	100

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Nextel Communications, Inc. subsidiaries continued)		
Domestic USF Corp.	Delaware	100
Subsidiaries:		
Falcon Administration, L.L.C.	Washington	100
Nextel WIP Corp.	Delaware	100
Subsidiary:		
Nextel Partners, Inc.	Delaware	100
Subsidiary:		
Nextel Partners Operating Corp.	Delaware	100
Subsidiaries:		
Nextel Partners of Upstate New York, Inc.	Delaware	100
Nextel WIP Expansion Corp.	Delaware	100
Nextel WIP Expansion Two Corp.	Delaware	100
Nextel WIP Lease Corp.	Delaware	100
Nextel WIP License Corp.	Delaware	100
NPCR, Inc.	Delaware	100
Subsidiary:		
Nextel Partners Equipment LLC	Nevada	100
NPFC, Inc.	Nevada	100
Nextel Boost Investment, Inc.	Delaware	100
Subsidiary:		
Boost Worldwide, Inc.	Delaware	100
NCI 700, Inc.	Delaware	100
Sprint Nextel Aviation, Inc.	Delaware	100
Unrestricted Extend America Investment Corp.	Delaware	100
Unrestricted Subscriber Equipment Leasing Company, Inc.	Delaware	100
People's Choice TV Corp.	Delaware	100
Subsidiaries:		
G & S Television Network, Inc.	Michigan	100
Subsidiary:		
SN UHC 3, Inc. (see People's Choice TV Corp. for SN UHC 3, Inc. subs; see endnote)	Delaware	1.38 ⁽¹⁾
SN UHC 3, Inc. (see SN UHC 3, Inc. subs below; see endnote)	Delaware	54.55 ⁽¹⁾
Subsidiary:		
Sprint HoldCo, LLC	Delaware	30.79
Subsidiary:		
Clearwire Communications LLC	Delaware	56.36191 ⁽³⁾
Clearwire Corporation	Delaware	56.36191 ⁽⁴⁾
Pin Drop Insurance, Ltd.	Bermuda	100
San Francisco MDS, Inc.	California	100
Subsidiary:		
SN UHC 2, Inc. (see Sprint WBC of New York, Inc. for SN UHC 2, Inc. subs; see endnote)	Delaware	4.18 ⁽²⁾

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
S-N GC GP, Inc.	Delaware	100
Subsidiaries:		
Gulf Coast Wireless Limited Partnership (see S-N GC HoldCo, LLC)	Louisiana Partnership	2
S-N GC HoldCo, LLC (see S-N GC LP HoldCo, Inc.)	Delaware LLC	1
Subsidiary:		
Gulf Coast Wireless Limited Partnership (see S-N GC GP, Inc.)	Louisiana Partnership	98
S-N GC LP HoldCo, Inc.	Delaware	100
Subsidiary:		
S-N GC HoldCo, LLC (see S-N GC GP, Inc.)	Delaware LLC	99
SPCS Caribe Inc.	Puerto Rico	100
Sprint Asian American, Inc.	Kansas	100
Sprint Capital Corporation	Delaware	100
Subsidiary:		
EQF Holdings, LLC	Delaware LLC	100
SprintCom, Inc.	Kansas	100
Subsidiaries:		
SprintCom ECP I, L.L.C.	Delaware	100
Subsidiary:		
Enterprise Communications Partnership (see SprintCom ECP II, L.L.C.)	Georgia Partnership	50
Subsidiaries:		
Enterprise Digital PCS, LLC	Georgia	100
Enterprise Towers, LLC	Georgia	100
Enterprise Wireless, LLC	Georgia	100
SprintCom ECP II, L.L.C.	Delaware	100
Subsidiary:		
Enterprise Communications Partnership (see SprintCom ECP I, L.L.C.)	Georgia Partnership	50
STC Two LLC (see SprintCom Equipment Company L.P.)	Delaware	75
STE 14 Affiliate LLC	Delaware LLC	85
Sprint Corporation	Kansas	100
Sprint Corporation (Inactive)	Missouri	100
Sprint Credit General, Inc.	Kansas	100
Sprint Credit Limited, Inc.	Kansas	100
Sprint eBusiness, Inc.	Kansas	100
Subsidiary:		
eCompanies Venture Group, L.P.	Delaware Partnership	1.15
Sprint Enterprise Mobility, Inc.	Delaware	100
Sprint Enterprise Network Services, Inc.	Kansas	100
Sprint eWireless, Inc.	Kansas	100
Subsidiary:		
Boingo Wireless, Inc.	Delaware	4.0
Sprint Healthcare Systems, Inc.	Kansas	100
Sprint International Holding, Inc.	Kansas	100
Subsidiaries:		
SETTOV UK Limited	United Kingdom	100
SIHI Mexico S. de R.L. de C.V. (see Sprint International Incorporated)	Mexico	99.9
SIHI New Zealand Holdco, Inc.	Kansas	100
Subsidiary:		
Sprint International New Zealand	New Zealand	100
SIHI Scandinavia AB	Sweden	100
SN Holdings (BR I) LLC	Delaware LLC	100
Sprint Brasil Servicos de Telecomunicacoes Ltda. (see Sprint Intern. do Brasil Ltda.)	Brazil	<. 01
Sprint Hong Kong Limited (see Sprint International Incorporated)	Hong Kong	50

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint International Holding, Inc. subsidiaries continued)		
Sprint International Argentina SRL (see Sprint International Incorporated)	Argentina	90
Sprint International Australia Pty. Limited	Australia	100
Sprint International Austria GmbH	Austria	100
Sprint International Chile Limitada (see Sprint International Incorporated)	Chile	99.9
Sprint International Colombia Ltda. (see Sprint International Incorporated)	Colombia	99.9
Sprint International Communications Canada ULC	Canada	100
Sprint International Communications Singapore Pte. Ltd.	Singapore	100
Sprint International do Brasil Ltda. (see Sprint International Incorporated)	Brazil	50
Subsidiary:		
Sprint Brasil Servicos de Telecomunicacoes Ltda. (see Sprint Intern. Holding)	Brazil	> 99.9
Sprint International Holding, Inc. – Japanese Branch Office	Japan	100
Sprint International Holding, Inc. – Shanghai Representative Office	China	100
Sprint International Japan Corp.	Japan	100
Sprint International Korea	Korea	100
Sprint International Norway AS	Norway	100
Sprint International Spain, S.L. (see Sprint International Incorporated)	Spain	98
Sprint International Taiwan Limited	Taiwan	100
Sprint International Venezuela, S.R.L.	Venezuela	100
SprintLink Belgium BVBA (see Sprint International Incorporated)	Belgium	99.96
SprintLink Denmark ApS	Denmark	100
SprintLink France SAS	France	100
SprintLink Germany GmbH	Germany	100
Sprintlink India Private Limited (see Sprint International Incorporated)	India	> 99.99
Sprintlink International Philippines, Inc.	Philippines	100
SprintLink International (Switzerland) GmbH	Switzerland	95
SprintLink Ireland Limited	Ireland	100
SprintLink Italy S.r.l. (see Sprint International Incorporated)	Italy	99
SprintLink Netherlands B.V.	Netherlands	100
SprintLink UK Limited	United Kingdom	100
Sprint Mexico, Inc.	Kansas	100
Sprint PCS Canada Holdings, Inc.	Kansas	100
Sprint Solutions, Inc.	Delaware	100
Sprint TELECENTERS, Inc.	Florida	100
Sprint/United Management Company	Kansas	100
Sprint Ventures, Inc.	Kansas	100
Subsidiary:		
Virgin Mobile USA, L.P. (see Virgin Mobile USA, Inc.)	Delaware	16.6508 ⁽³⁾
Sprint Wavepath Holdings, Inc.	Delaware	100
Subsidiary:		
SN UHC 3, Inc. (see People's Choice TV Corp. for SN UHC 3, Inc. subs; see endnote)	Delaware	3.34 ⁽¹⁾
Wavepath Holdings, Inc. (see Transworld Telecommunications, Inc.)	Delaware	62.5
Subsidiary:		
SN UHC 3, Inc. (see People's Choice TV Corp. for SN UHC 3, Inc. subs; see endnote)	Delaware	10.54 ⁽¹⁾

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
Sprint WBC of New York, Inc.	Delaware	100
Subsidiary:		
SN UHC 2, Inc. (see SN UHC 2, Inc. subs below; see endnote)	Delaware	41.91 ⁽²⁾
Subsidiary:		
Sprint HoldCo, LLC	Delaware	2.99
Subsidiary:		
Clearwire Communications LLC	Delaware	56.36191 ⁽³⁾
Clearwire Corporation	Delaware	56.36191 ⁽⁴⁾
SWV Eight, Inc.	Delaware	100
Subsidiary:		
SWV Three Telephony Partnership (see SWV Seven, Inc.)	Delaware Partnership	22
Subsidiary:		
Sprint Telephony PCS, L.P. (see Sprint Spectrum Holding Company, L.P.)	Delaware Partnership	40.8
Subsidiaries:		
Sprint PCS Assets, L.L.C.	Delaware	100
Subsidiary:		
STC One LLC	Delaware	100
Sprint PCS License, L.L.C.	Delaware	100
PCS Leasing Company, L.P. (see Sprint Spectrum Holding Company, L.P.)	Delaware Partnership	51
SWV Five, Inc.	Delaware	100
Subsidiaries:		
PhillieCo Partners I, L.P. (see SWV Four, Inc.)	Delaware Partnership	35.3
Subsidiary:		
PhillieCo Sub, L.P. (see PhillieCo Partners II, L.P.)	Delaware Partnership	99
Subsidiaries:		
PhillieCo, L.P. (see PhillieCo Partners II, L.P.)	Delaware Partnership	99
Subsidiary:		
STC Four LLC	Delaware	100
PhillieCo Equipment & Realty Company, L.P. (see PhillieCo Partners II, L.P.)	Delaware Partnership	99
PhillieCo Partners II, L.P. (see SWV Four, Inc.)	Delaware Partnership	35.3
Subsidiaries:		
PhillieCo Equipment & Realty Company, L.P. (see PhillieCo Sub, L.P.)	Delaware Partnership	1
PhillieCo, L.P. (see PhillieCo Sub, L.P.)	Delaware Partnership	1
PhillieCo Sub, L.P. (see PhillieCo Partners I, L.P.)	Delaware Partnership	1

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
SWV Four, Inc.	Delaware	100
Subsidiaries:		
PhillieCo Partners I, L.P. (see Sprint Enterprises, L.P.)	Delaware Partnership	17.6
PhillieCo Partners II, L.P. (see Sprint Enterprises, L.P.)	Delaware Partnership	17.6
SWV Two Telephony Partnership (see SWV Three, Inc.)	Delaware Partnership	99
Subsidiaries:		
MinorCo, L.P. (see SWV One Telephony Partnership)	Delaware Partnership	15
Subsidiaries:		
American PCS, L.P. (see Sprint Spectrum Holding Company, L.P.)	Delaware Partnership	(5)
Subsidiaries:		
American PCS Communications, LLC (see American Personal Communications Holdings, Inc.)	Delaware	99 ⁽⁶⁾
Subsidiaries:		
APC PCS, LLC (see American Personal Communications Holdings, Inc.)	Delaware	99 ⁽⁷⁾
APC Realty and Equipment Company, LLC (see American Personal Communications Holdings, Inc.)	Delaware	99 ⁽⁷⁾
Subsidiary:		
STC Three LLC	Delaware	100
American Personal Communications Holdings, Inc.	Delaware	100
Subsidiaries:		
American PCS Communications, LLC (see American PCS, L.P.)	Delaware	(8)
APC PCS, LLC (see American PCS Communications, LLC)	Delaware	(8)
APC Realty and Equipment Company, LLC (see American PCS Communications, LLC)	Delaware	(8)
Sprint Spectrum Equipment Company, L.P. (see Sprint Spectrum L.P.)	Delaware Partnership	(5)
Sprint Spectrum L.P. (see Sprint Spectrum Holding Company, L.P.)	Delaware Partnership	(5)
Subsidiaries:		
Northern PCS Services, LLC	Minnesota LLC	100
Sprint Spectrum Equipment Company, L.P. (see MinorCo, L.P.)	Delaware Partnership	99 ⁽⁹⁾
Subsidiary:		
STC Five LLC	Delaware	100
Subsidiary:		
STC Six Company	Delaware Statutory Trust	100
Sprint Spectrum Realty Company, L.P. (see MinorCo, L.P.)	Delaware Partnership	99 ⁽⁹⁾
WirelessCo, L.P. (see MinorCo, L.P.)	Delaware Partnership	99 ⁽⁹⁾
Sprint Spectrum Realty Company, L.P. (see Sprint Spectrum L.P.)	Delaware Partnership	(5)
WirelessCo, L.P. (see Sprint Spectrum L.P.)	Delaware Partnership	(5)
Sprint Spectrum Holding Company, L.P. (see SWV One Telephony Partnership)	Delaware Partnership	15
Subsidiaries:		
American PCS, L.P. (see MinorCo, L.P.)	Delaware Partnership	99 ⁽¹⁰⁾
Sprint Telephony PCS, L.P. (see SWV Three Telephony Partnership)	Delaware Partnership	59.2
PCS Leasing Company, L.P. (see Sprint Telephony PCS, L.P.)	Delaware Partnership	49
Sprint Spectrum L.P. (see MinorCo, L.P.)	Delaware Partnership	99 ⁽¹⁰⁾
Wireless Leasing Co., Inc.	Delaware	14.85

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
SWV One, Inc.	Delaware	100
Subsidiary:		
SWV One Telephony Partnership (see SWV Two, Inc.)	Delaware Partnership	1
Subsidiaries:		
MinorCo, L.P. (see SWV Six, Inc.)	Delaware Partnership	15
Sprint Spectrum Holding Company, L.P. (see SWV Six, Inc.)	Delaware Partnership	15
Wireless Leasing Co., Inc. (see SWV Two, Inc.)	Delaware	0.15
SWV Seven, Inc.	Delaware	100
Subsidiary:		
SWV Three Telephony Partnership (see SWV Eight, Inc.)	Delaware Partnership	78
SWV Six, Inc.	Colorado	100
Subsidiaries:		
MinorCo, L.P. (see Sprint Enterprises, L.P.)	Delaware Partnership	30
Sprint Spectrum Holding Company, L.P. (see Sprint Enterprises, L.P.)	Delaware Partnership	30
Wireless Leasing Co., Inc. (see UCOM, Inc.)	Delaware	30
SWV Three, Inc.	Delaware	100
Subsidiary:		
SWV Two Telephony Partnership (see SWV Four, Inc.)	Delaware Partnership	1
Wireless Leasing Co., Inc. (see SWV Four, Inc.)	Delaware	0.15
SWV Two, Inc.	Delaware	100
Subsidiary:		
SWV One Telephony Partnership (see SWV One, Inc.)	Delaware Partnership	99
Wireless Leasing Co., Inc. (see SWV Three, Inc.)	Delaware	14.85
TDI Acquisition Corporation	Delaware	100
Subsidiaries:		
SN UHC 4, Inc. (see SN UHC 4, Inc. subs below; see endnote)	Delaware	95.04 ⁽¹¹⁾
Subsidiary:		
Sprint HoldCo, LLC	Delaware	11.36
Subsidiary:		
Clearwire Communications LLC	Delaware	56.36191 ⁽³⁾
Clearwire Corporation	Delaware	56.36191 ⁽⁴⁾
Wireless Broadcasting Systems of America, Inc.	Delaware	100
Subsidiary:		
SN UHC 4, Inc. (see TDI Acquisition Corporation for SN UHC 4, Inc. subs; see endnote)	Delaware	4.96 ⁽¹¹⁾
Transworld Telecommunications, Inc.	Pennsylvania	100
Subsidiaries:		
SN UHC 3, Inc. (see People's Choice TV Corp. for SN UHC 3, Inc. subs; see endnote)	Delaware	0.81 ⁽¹⁾
Wavepath Holdings, Inc. (see Sprint Wavepath Holdings, Inc. for subs)	Delaware	37.5
UbiquiTel Inc.	Delaware	100
Subsidiary:		
UbiquiTel Operating Company	Delaware	100
Subsidiary:		
UbiquiTel Leasing Company	Delaware	100

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
UCOM, Inc.	Missouri	100
Subsidiaries:		
SN UHC 5, Inc. (see US Telecom, Inc. for SN UHC 5, Inc. subs; see endnote)	Delaware	34.14 ⁽¹²⁾
Sprint Communications Company L.P. (see US Telecom, Inc.)	Delaware Partnership	34.14
Subsidiaries:		
Rogers Communications Inc.	Canada	0.01
Sprint Communications Company of New Hampshire, Inc.	New Hampshire	100
Sprint Communications Company of Virginia, Inc.	Virginia	100
Sprint Licensing, Inc.	Kansas	100
USST of Texas, Inc.	Texas	100
SprintCom Equipment Company L.P. (see US Telecom, Inc.)	Delaware Partnership	49
Sprint Enterprises, L.P.	Delaware Partnership	48.99
Subsidiaries:		
MinorCo, L.P. (see SWV Two Telephony Partnership)	Delaware Partnership	40
PhillieCo Partners I, L.P. (see SWV Five, Inc.)	Delaware Partnership	47.1
PhillieCo Partners II, L.P. (see SWV Five, Inc.)	Delaware Partnership	47.1
Sprint Spectrum Holding Company, L.P. (see SWV Six, Inc.)	Delaware Partnership	40
Wireless Leasing Co., Inc. (see US Telecom, Inc.)	Delaware	19.60
Wireline Leasing Co., Inc. (see US Telecom, Inc.)	Delaware	34.14
Sprint Global Venture, Inc.	Kansas	(13)
Subsidiary:		
SGV Corporation	Kansas	100
US Telecom, Inc.	Kansas	100
Subsidiaries:		
ASC Telecom, Inc.	Kansas	100
LCF, Inc.	California	100
SN UHC 5, Inc. (see SN UHC 5, Inc. subs below; see endnote)	Delaware	58.98 ⁽¹²⁾
Subsidiary:		
Sprint HoldCo, LLC	Delaware	0.12
Subsidiary:		
Clearwire Communications LLC	Delaware	56.36191 ⁽³⁾
Clearwire Corporation	Delaware	56.36191 ⁽⁴⁾
Sprint Communications Company L.P. (see Utelcom, Inc.)	Delaware Partnership	58.98
SprintCom Equipment Company L.P. (see UCOM, Inc.)	Delaware	51
Subsidiary:		
STC Two LLC (see SprintCom, Inc.)	Delaware	25
STE 14 Affiliate LLC	Delaware LLC	15
Sprint Enterprises, L.P.	Delaware Partnership	51.01
Sprint Global Venture, Inc. (see UCOM, Inc.)	Kansas	(14)
Sprint Iridium, Inc.	Kansas	100
United Telecommunications, Inc.	Delaware	100
US Telecom of New Hampshire, Inc.	New Hampshire	100
Wireless Leasing Co., Inc. (see SWV One, Inc.)	Delaware	20.40
Wireline Leasing Co., Inc. (see Utelcom, Inc.)	Delaware	58.98

Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
US Unwired Inc.	Louisiana	100
Subsidiaries:		
Louisiana Unwired, LLC	Louisiana	100
Subsidiaries:		
Georgia PCS Management, L.L.C.	Georgia	100
Subsidiary:		
Georgia PCS Leasing, LLC	Georgia	100
Texas Unwired (see US Unwired Inc.)	Louisiana General Part	80
Subsidiary:		
Texas Unwired (see Louisiana Unwired, LLC)	Louisiana General Part	20
UT Transition Corporation (Inactive)	Delaware	100
Utelcom, Inc.	Kansas	100
Subsidiaries:		
Private TransAtlantic Telecommunications System, Inc.	Delaware	100
Subsidiary:		
Private Trans-Atlantic Telecommunications System (N.J.), Inc.	New Jersey	100
SN UHC 5, Inc. (see US Telecom, Inc., for SN UHC 5, Inc., subs; see endnote)	Delaware	4.94 ⁽¹²⁾
Sprint Communications Company L.P. (see Sprint International Communications Corporation)	Delaware Partnership	4.94 ⁽¹³⁾
Sprint Global Venture, Inc. (see Sprint International Communications Corporation)	Kansas	
Sprint International Incorporated	Delaware	100
Subsidiaries:		
SIHI Mexico S. de R.L. de C.V. (see Sprint International Holding, Inc.)	Mexico	.01
Sprint Global Venture, Inc. (see UCOM, Inc.)	Kansas	86
Sprint Hong Kong Limited	Hong Kong	50 ⁽¹⁴⁾
Sprint International Argentina SRL (see Sprint International Holding, Inc.)	Argentina	10
Sprint International do Brasil Ltda. (see Sprint International Holding, Inc.)	Brazil	50
Sprint International Caribe, Inc.	Puerto Rico	100
Sprint International Chile Limitada (see Sprint International Holding, Inc.)	Chile	.1
Sprint International Colombia Ltda. (see Sprint International Holding, Inc.)	Colombia	.1
Sprint International Communications Corporation	Delaware	100
Subsidiaries:		
SN UHC 5, Inc. (see US Telecom, Inc. for SN UHC 5, Inc. subs; see endnote)	Delaware	1.94 ⁽¹²⁾
Sprint Communications Company L.P. (see UCOM, Inc.)	Delaware Partnership	1.94
Sprint Global Venture, Inc. (see UCOM, Inc.)	Kansas	13
Sprint International Network Company LLC	Delaware	100
Wireline Leasing Co., Inc. (see UCOM, Inc.)	Delaware	1.94
Sprint International Incorporated – Beijing Representative Office	China	100
Sprint International Spain, S.L. – (see Sprint International Holding, Inc.)	Spain	2
SprintLink Belgium BVBA (see Sprint International Holding, Inc.)	Belgium	.04
Sprintlink India Private Limited (see Sprint International Holding, Inc.)	India	< 0.01
SprintLink International (Switzerland) GmbH	Switzerland	5
SprintLink Italy S.r.l. (see Sprint International Holding, Inc.)	Italy	1
Wireline Leasing Co., Inc. (see Sprint International Communications Corporation)	Delaware	4.94

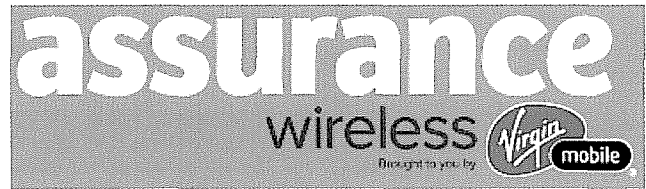
Name	Jurisdiction of Incorporation or Organization	Ownership Interest Held By Its Immediate Parent
(Sprint Nextel Corporation subsidiaries continued)		
Via/Net Companies	Nevada	100
Subsidiary:		
SN UHC 2, Inc. (see Sprint WBC of New York, Inc. for SN UHC 2, Inc. subs; see endnote)	Delaware	19.32 ⁽²⁾
Virgin Mobile USA, Inc.	Delaware	100
Subsidiaries:		
VMU GP, LLC	Delaware	100
Subsidiary:		
Bluebottle USA Investments L.P.	Delaware	0.001 ⁽³⁾
Bluebottle USA Investments L.P.	Delaware	100 ⁽⁴⁾
Bluebottle USA Investments L.P.	Delaware	99.999 ⁽³⁾
Subsidiary:		
Bluebottle USA Holdings L.P.	Delaware	99.470 ⁽³⁾
Bluebottle USA Holdings L.P.	Delaware	100 ⁽⁴⁾
Bluebottle USA Holdings L.P.	Delaware	0.53 ⁽³⁾
Subsidiary:		
VMU GP1, LLC	Delaware	100
Subsidiary:		
Virgin Mobile USA, L.P.	Delaware	0.0005 ⁽³⁾
Virgin Mobile USA, L.P.	Delaware	100 ⁽⁴⁾
Virgin Mobile USA, L.P.	Delaware	52.6459 ⁽³⁾
Virgin Mobile USA, L.P.	Delaware	30.7028 ⁽³⁾
Subsidiaries:		
Assurance Wireless of South Carolina, LLC	Delaware	100
Helio LLC	Delaware	100 ⁽³⁾ (4)
Wireless Cable of Florida, Inc.	Florida	100
Subsidiary:		
SN UHC 3, Inc. (see People's Choice TV Corp. for SN UHC 3, Inc. subs; see endnote)	Delaware	0.32 ⁽¹⁾

ENDNOTES

- (1) See also American Telecasting, Inc., People's Choice TV Corp., G & S Television Network, Inc., Sprint Wavepath Holdings, Inc., Transworld Telecommunications, Inc., Wavepath Holdings, Inc., Wireless Cable of Florida, Inc.
- (2) See also Sprint WBC of New York, Inc., Atlanta MDS Co., Inc., Los Angeles MDS Company, Inc., New York MDS, Inc., San Francisco MDS, Inc., Via/Net Companies
- (3) Economic interest.
- (4) Voting interest.
- (5) MinorCo, L.P. holds a limited and preferred partnership interest of less than 1%.
- (6) American PCS, L.P. holds the general partnership interest of greater than 99%.
- (7) American PCS Communications, LLC holds the general partnership interest of greater than 99%.
- (8) American Personal Communications Holdings, Inc. holds a limited partnership interest of less than 1%.
- (9) Sprint Spectrum L.P. holds the general partnership interest of greater than 99%.
- (10) Sprint Spectrum Holding Company, L.P. holds the general partnership interest of greater than 99%.
- (11) See also TDI Acquisition Corporation and Wireless Broadcasting Systems of America, Inc.
- (12) See also US Telecom, Inc., UCOM, Inc., Utelcom, Inc., Sprint International Communications Corporation.
- (13) UCOM, Inc., US Telecom, Inc., and Utelcom, Inc., each holds less than 1% of the common stock.
- (14) Held in trust for Sprint International Holding, Inc.,

Company	Name	Officer/Director	Title (Ranked)	Authorized to Sign As	Term	Started	Last Elected On	Term Expires
Virgin Mobile USA, L.P.	Alves, Paget	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Andreasen, Scott W.,	OFFICER	Assistant Secretary		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Beshears, Mark V.,	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Block, Greg D.,	OFFICER	Vice President & Treasurer		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Carter, Matthew Jr.	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Cetin, (Jay) Ceyhun	OFFICER	Assistant Treasurer		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Chapman, John W.,	OFFICER	Vice President & Assistant Secretary		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Charde, Gary E.,	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Dale, Jennifer	OFFICER	Assistant Treasurer		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Feehan, John Jr.	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Franklin, Jay M.,	OFFICER	Assistant Controller		Perpetual	10-MAR-2010	10-MAR-2010	Perpetual
Virgin Mobile USA, L.P.	Lurie, Peter	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Lynn, Douglas B.,	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Messenger, David RJ,	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	O'Grady, Timothy P.,	OFFICER	Vice President & Secretary		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Price, Sandra J.,	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Rogers, Christopher	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Schulman, Daniel H.,	OFFICER	President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual
Virgin Mobile USA, L.P.	Siurek, Ryan H.,	OFFICER	Vice President & Controller		Perpetual	30-APR-2010	30-APR-2010	Perpetual
Virgin Mobile USA, L.P.	Wunsch, Charles R.,	OFFICER	Vice President		Perpetual	24-NOV-2009	24-NOV-2009	Perpetual

Entities : 1, CSC Entity Status : CSC - Active, Officers & Directors Status : Active, Officers & Directors Selected : ALL, Entity Type : ALL, Sorted By : Officer/Director Last Name

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A Worry-Free Way To Stay Connected

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Introduction

Assurance Wireless is brought to you by Virgin Mobile and is a Lifeline Assistance program supported by the federal Universal Service Fund program ("Lifeline Assistance") These Terms of Service apply to Assurance Wireless services and mobile phones activated on Assurance Wireless services. Please read these terms carefully.

These Terms of Service become effective by doing any of the following: activating an Assurance Wireless phone or using your Assurance Wireless phone after you make a change to your account. If you do not want to accept these terms, don't do either of these things and contact Assurance Wireless at 1-888-321-5880. When you accept these Terms of Service, you represent that you are at least 18 years of age and that you meet the eligibility standards for Assurance Wireless service.

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Our Right to Make Changes

Our service is provided at our discretion. We may change our Terms of Service, including pricing for paid service options, from time to time. Unless expressly prohibited by law, we reserve the right to modify or cancel this service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms of Service. Check the Assurance Wireless website www.assurancewireless.com, for the most recent pricing. Your right to use our service is subject to our business policies, practices and procedures, rates and these Terms of Service, which we may change at any time. We will notify you of any change to these Terms of Service that are determined to be materially adverse to you 30 days in advance of such change. If you do not terminate your service within 30 days of receiving the notice of a change in these Terms of Service, you agree to accept any such changes.

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Mobile Telecommunications Services

Virgin Mobile USA, L.P. provides Assurance Wireless mobile telecommunications services using the Nationwide Sprint Network exclusively with Assurance Wireless phones provided free of charge as well as Virgin Mobile phones purchased from Virgin Mobile or an authorized retailer. You cannot use our service with any other mobile phone or device or on any other network, and you may not use your Assurance Wireless phone or device with any other service or network. Airtime may be used for domestic and international calling from the United States and for related services as provided in these Terms of Service.

The Assurance Wireless service is for personal use only. You may not use our service in a manner that interferes with another Assurance Wireless or Virgin Mobile customer's use of our service. We have determined that our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Assurance Wireless or Virgin Mobile customers on similar service plans. Such atypical usage suggests that a mobile phone is being used other than for personal use in violation of these Terms of Service. Unlimited voice services are provided solely for live dialogue between two individuals. Unlimited voice services may not be used for monitoring services, data transmissions, or other connections that do not consist of uninterrupted live dialogue between two individuals. Assurance Wireless phones and mobile phone numbers may not be used for pager or voicemail-only service, and Assurance Wireless may terminate any account if usage is limited to pager service or voicemail retrieval service.

You agree not to use Assurance Wireless services in any way that is illegal, fraudulent or abusive, as determined by Assurance Wireless in its sole discretion. You may not alter any of the hardware or software on your Assurance Wireless phone for any purpose. We may change your mobile phone's software, applications or programming remotely and without notice. This may affect stored data or other personal information or programming on your mobile phone for which we are not responsible. Assurance Wireless phones may not be purchased in bulk or sold to third parties.

The software and Data Content on the Assurance Wireless and Virgin Mobile phones, including the operating system, applications, data, information, music, games, images, text and other material, are owned by Virgin Mobile or its business partners. You are permitted to use this software and Data Content solely in connection with your use of the Assurance Wireless phone with our service as expressly authorized under these Terms of Service. You may not distribute or upload any pre-loaded software or content to another device or transmit or broadcast the software or content, or otherwise copy or use the software or content in any manner not expressly authorized under these Terms of Service or any other governing terms of use relating to any downloaded content or applications. If you violate these Terms of Service, including without limitation by using a Assurance Wireless phone or device on another network without our prior written consent by modifying any hardware or software on an Assurance Wireless phone or device, or by distributing, copying or otherwise using any of the software or content on an Assurance Wireless phone in a manner that is not authorized by these Terms of Service or any other governing terms of use relating to any downloaded content or applications, your license to the software and

content shall terminate immediately and your continued use will constitute copyright infringement

Assurance Wireless service is only available in geographic areas covered by the digital service network footprint of the Nationwide Sprint Network. Local phone numbers may not be available in certain markets

Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by your damaging your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify Assurance Wireless at 1-888-321-5880 within seven days of the interruption. Any statements or maps provided by us, our agents, or dealers about coverage are only intended to provide high-level estimates of our coverage areas when using our service outdoors under optimal conditions and do not mean that service will be available under all circumstances, at all times or without interruption. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control, may result in service interruptions, slower data speeds, or lower quality of service. You should therefore never solely rely on your mobile phone for emergency calls, such as to 911.

Rates that vary based on the time of a call will be determined based on the location of the network equipment providing service for a particular call and not on the location of your mobile phone or your mobile phone's area code. Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through the network's termination of the call (after you hang up). Therefore, call time data displayed on your mobile phone may be inaccurate and may not be relied upon for billing purposes.

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Availability

Assurance Wireless is only available for activation by customers who reside in the areas in which Virgin Mobile, or in certain cases, an affiliate has been designated as an Eligible Telecommunications Carrier ("ETC"). Your principal residence address must be within a Virgin Mobile ETC service area. Visit www.assurancewireless.com to check whether you reside in a Virgin Mobile ETC service area. To be eligible for Assurance Wireless service, you must meet the applicable eligibility standards described below, which may be amended from time to time.

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Eligibility

Eligibility for Assurance Wireless service varies by state. You may qualify for Assurance Wireless if you participate in any of the government programs listed on your Assurance Wireless application or based on household income eligibility standards. If you seek to qualify for Assurance Wireless based upon participation in a qualifying federal or state program, you may be required to provide proof of program participation such as program identification card or other social service agency document that shows you currently participate in one of the programs enumerated above. If you seek to qualify for Assurance Wireless under the household income eligibility standards, you are required to provide written documentation of your household income. Assurance Wireless shall retain all such certifications and documentation to furnish proof of your eligibility as may be required by applicable law. By completing the Assurance Wireless application, you consent to the release of your information (including financial information) to our designated agent as required for the administration of your Assurance Wireless service. This consent survives the termination of this Agreement. Assurance Wireless reserves the right to review your eligibility status at any time and require you to provide Assurance Wireless with written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone account at your principal residence. If you or any member of your family unit receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Assurance Wireless from Virgin Mobile.

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Non-Transferable and Non-Assignable

Eligibility for Assurance Wireless is personal to you. You may not transfer to any third party any of your rights or benefits received under the Assurance Wireless service, including, but not limited to, any voice minutes received under the Assurance Wireless service. Similarly, you may not assign your rights or delegate any of your duties under these terms without the prior written consent of Assurance Wireless, and any attempted assignment or delegation without such consent shall be void. Assurance Wireless may assign all or part of these terms or your debts under these terms without notice.

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Assurance Wireless Service

250 Free Minutes Offer

Each month you will receive 250 free voice minutes on the first day of your monthly service cycle.

\$5 Talk Offer

Add \$5 per month to receive a total of 500 voice minutes (250 free voice minutes + 250 additional voice minutes) each month provided that sufficient funds are in your account to pay your monthly charge on your payment due date

\$20 Talk & Text Offer

Add \$20 per month to receive a total of 1000 voice minutes (250 free voice minutes + 750 additional voice minutes) and 1000 domestic messages (text, IM and emails) each month provided that sufficient funds are in your account to pay your monthly charge on your payment due date. International text, picture messaging and voicemail messages are not included in the monthly allocation of messages. Certain types of messages are device dependent

Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months and may not be transferred or assigned to any third party. If you use all of your monthly voice minutes before a new monthly cycle starts and you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. If you use all of your all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your mobile phone to make or receive voice calls (other than 911 emergency calls or calls to Assurance Wireless customer service at 1-888-321-5880 or 611), until the start of the next monthly cycle. If you are on the \$20 Talk and Text Offer and use all your monthly text messages, each additional domestic text, IM, email and email notification message costs 10¢, and each additional picture message costs 25¢. If you are on the \$5 Talk Offer or the \$20 Talk & Text Offer and you do not have sufficient funds in your account to pay your monthly charge on your payment due date, you will automatically be switched to the 250 Free Minutes offer.

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Account Status

Your account will remain active as long as you meet the applicable eligibility standards for Assurance Wireless service. You are responsible for notifying Assurance Wireless if you no longer meet the applicable eligibility standards for Assurance Wireless within five days of becoming aware of your ineligibility by calling Assurance Wireless at 1-888-321-5880 or sending a written notice to Assurance Wireless, PO Box 686, Parsippany, NJ 07054. In addition, if you receive a notice from Assurance Wireless requesting that you confirm your eligibility status, you must do so within 30 days after you receive such notice either on the Assurance Wireless website at www.assurancewireless.com or by sending a written notice to Assurance Wireless, PO Box 686 Parsippany, NJ 07054 along with required proof of eligibility.

If Assurance Wireless has determined that you are no longer eligible for Assurance Wireless service either because 1) you have notified us of your ineligibility; 2) you have failed to respond to a request by Assurance Wireless to confirm your eligibility by the response date; 3) you have responded to a request by Assurance Wireless to confirm your eligibility but failed to submit adequate proof of your eligibility status; or 4) Assurance Wireless learns you are no longer eligible through communication with a state agency, Assurance Wireless will notify you that you are no longer eligible for Assurance Wireless service. In addition, for Florida, Indiana, Mississippi, Texas and Washington State residents only: if you do not make a voice call or send a text message at least once during any 60-day period, if you are a Florida, Mississippi or Washington State resident, or at least once during any 90-day period, if you are Texas or Indiana resident, Assurance Wireless will notify you that you are no longer eligible for Assurance Wireless service. In Florida, Indiana, Mississippi, Texas and Washington State, you must make a voice call or send a text message at least once during the 30-day period following such notification in order to have your eligibility restored. In all other states, you must confirm eligibility within 30 days following notification of ineligibility in order to have your eligibility restored.

At the end of the applicable 30-day period following notification of ineligibility, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes. For 120 days after the end of this 30-day period, if you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. During this 120-day period, you may choose to switch to a Virgin Mobile plan and keep your phone number by calling 1-888-321-5880. After the end of this 120 day-period, your account will expire and we will deactivate your service. If your account expires, you will lose your phone number, and Assurance Wireless will assess you a termination charge equal to the value of the balance in your account.

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Payment Methods for Paid Service Options

For wireless phone usage in addition to your 250 monthly minute allocation and in order to utilize messaging, data and other enhanced services or features, you must add money to the cash balance of your Assurance Wireless account

Top-Up

You add money to the cash balance of your Assurance Wireless account by using one of our Top-Up methods. You can Top-Up your account by (1) registering your credit/debit card or PayPal account (a "registered payment method"), or (2) buying Virgin Mobile Top-Up cards at any of thousands of retail locations. Virgin Mobile Top-Up cards come in increments of \$10, \$25, \$40 and \$60. Sales taxes apply.

The minimum Top-Up amount when using a credit card, debit card or PayPal account is \$10, otherwise, you may use your

credit card, debit card or PayPal account to Top-Up in any amount between \$10 and \$120. The maximum amount you may Top-Up at any one time is \$120, the maximum amount you may Top-Up in a single day is \$150, and the maximum cash balance allowed in an account at one time is \$400. The value of any Top-Up amount or card cannot be applied to any wireless service other than Assurance Wireless.

Auto Top-Up

You can register to automatically Top-Up your account. By registering for Auto Top-Up, you agree to have the Auto Top-Up amount you have selected deducted from your credit card, debit card or PayPal account and added to your Assurance Wireless account according to one of the following options: (1) once every month on the date you specify, (2) once every 90 days, (3) once every 45 days; or (4) when your balance falls below \$5. The minimum Auto Top-Up amount is \$10.

You can set up, modify, or cancel your Auto Top-Up preferences at www.assurancewireless.com or by calling Assurance Wireless at 1-888-321-5880.

Payment Methods for Monthly Recurring Charges

If you have authorized the use of your registered payment method for monthly subscription charges (i.e., for your Data Pack and/or Messaging Pack subscriptions as described below), we will first attempt to deduct your monthly payment from your cash balance. If you do not have a sufficient cash balance to cover your monthly charge, we will charge your registered payment method.

Alternatively, you may use Top-Up for payment of recurring monthly charges. You may also use Top-Up to add to your cash balance for any service option and use that cash balance for services such as international calls, domestic and international messaging and Downloads (VirginXL).

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Account History

Your account history for the previous 60 days will be available online at www.assurancewireless.com unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch. You may request a printed statement detailing 60 days of account history by sending a written request to Assurance Wireless, 10 Independence Blvd., Warren NJ 07059, Attention: Account History and you will be assessed a \$50.00 processing fee for this service. If you deactivate your services or change your mobile phone number, you may obtain your account history by contacting Assurance Wireless at 1-888-321-5880. If you request an account history beyond the last 60 days, you may be assessed a processing fee.

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Taxes and Surcharges

Stated prices for our service options do not include certain taxes or surcharges. Assurance Wireless charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. Assurance Wireless collects sales taxes on all direct Top-Up transactions and, in certain states, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transaction that occur through such third party retailers. Taxes and fees are subject to change without notice.

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Messaging

You can send and receive text messages of up to 160 characters, including the address and subject line, or picture messages with audio and up to 500 characters on your Assurance Wireless phone. There is no character limit for email and instant messages ("IM"). Certain types of messages are device dependent. Standard message rates apply when a message is sent or received, whether it is read or viewed. If you purchase a monthly allotment of messages, unused monthly allotment of messages from one monthly billing cycle do not carry over to the next monthly billing cycle.

Rates

The following messaging rates apply:

- domestic text messages: 10¢ to send and 10¢ to receive
- international text messages: 20¢ to send and 10¢ to receive
- domestic picture messages: 25¢ to send and 25¢ to receive (picture messages may not be sent to international phone numbers)
- email messages: 10¢ to send and 10¢ to receive, as well as 10¢ for each notification message (if you do not choose to read the email, the cost is 10¢ for the notification only, and if you do read the email, the total cost is 20¢)
- IM: 10¢ to send and 10¢ to receive

Messaging Packs

You may purchase a subscription for monthly packs of domestic text, picture, email and IMs ("Messaging Packs") on the following terms

- \$2.00 for 30 messages
- \$5.00 for 200 messages
- \$10.00 for 1,000 messages
- \$20.00 for unlimited messages

Each domestic text, picture message, email or IM that you send or receive, including each email notification message that you receive, will be deducted from the available messages in your purchased Messaging Pack. Unused messages expire at the end of your monthly Messaging Packs subscription period and will not be applied to subsequently purchased Messaging Packs. If you use all the messages in your Messaging Pack, each additional domestic text, IM, email and email notification message costs 10¢, and each additional picture message costs 25¢. If you do not have sufficient funds in your account to pay your monthly subscription charge, you will not receive your monthly allocation of messages associated with your Messaging Pack and you will be charged 10¢ for each domestic text, email, IM, email notification message and 25¢ for each picture message. The next month, you will be charged the monthly subscription charge for the Messaging Pack that you selected previously. *Messaging Packs do not include international text or picture messaging or voicemail messages.* Messaging Packs are not available on the \$20 Talk and Text Offer.

You can terminate your subscription or switch to another Messaging Pack from your mobile phone (Downloads > Messaging > Messaging Management) or by visiting the Messaging Settings page on the Assurance Wireless website www.assurancewireless.com

Preventing Spam

If you are receiving unwanted text messages ("spam"), contact the source and unsubscribe or remove your mobile phone number from the service. You may also elect to prevent the receipt of any text messages by visiting the Messaging Settings page on the Assurance Wireless website www.assurancewireless.com or by changing the preferences on your mobile phone (Downloads > Messaging > Messaging Management). Even if you elect not to receive text messages, you may still receive service alerts from Assurance Wireless for which there is no charge. If you elect to prevent the receipt of text messages, and you subsequently sign up for an alert on Downloads (VirginXL), such as Weather Alerts, or a text alert from any other source, you must first change your text messaging settings to permit the receipt of alerts and all text messages.

Blocking Messages

You have the ability to block text messages from up to ten telephone numbers or email addresses by visiting the Messaging Settings page on the Assurance Wireless website www.assurancewireless.com. You may edit your preferences at any time.

Unsolicited Messages

If you intentionally send spam from your Assurance Wireless phone, we may terminate your service without further notice.

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Data Services

Assurance Wireless provides wireless data services, for access to the download section of the WAP deck on your mobile phone "Downloads (VirginXL)" and mobile Internet services using your Assurance Wireless phone.

Data Usage on Your Assurance Wireless phone

You may purchase a data allocation necessary to access the mobile Internet for \$1.50 per 1 megabyte (MB) of data (the "Basic Rate"). Unused data purchased at the Basic Rate expire 24 hours after purchase. You may also purchase a subscription for access to the mobile Internet in the following data allocations ("Data Packs")

Data Packs

You may purchase the following monthly Data Pack subscriptions

- \$5.00 for 5MB
- \$10.00 for 20MB
- \$20.00 for 50MB

The \$10.00 and \$20.00 Data Pack subscriptions include unlimited access to Downloads (VirginXL) service. Your data usage will be deducted from the available data allocation in your purchased Data Pack. Unused data expire at the end of your monthly Data Packs subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be charged for data at the rate of \$1.50 per 1 MB of data used to access the mobile Internet (the "Overage Rate") on each day that you access the mobile Internet for the remainder of the monthly period, provided you have sufficient balance in your account. Unused data purchased at the Overage Rate expire at the end of your monthly period and may not be used in subsequent months. The next month, you will be charged the monthly

fee for the Data Pack that you selected previously

You may terminate your subscription or switch to another Data Pack subscription by logging into your "My Account" page on the Assurance Wireless website www.assurancewireless.com

Downloads (VirginXL)

Assurance Wireless provides you access to Downloads (VirginXL) services for free, however, there are additional charges for each ringtone, game and message download that you purchase. Other fees, including airtime, data and messaging, may apply to certain Downloads (VirginXL) applications.

Certain services on Downloads (VirginXL) are available on a subscription basis and can be canceled at any time through your mobile phone or our website www.assurancewireless.com. If you agree to a subscription but do not have sufficient funds in your account to pay the subscription price, we will attempt to charge the subscription to your account for the next 60 days. If the subscription is not paid at the end of this period, it will be terminated and you must re-subscribe if you wish to resume receiving the Data Content. Your subscription period will not recommence until you have paid the subscription price in full.

Use of Downloads (VirginXL) is subject to the terms applicable to the particular service and available on our website www.assurancewireless.com and is also subject to the provisions of the section entitled "Acceptable Use of Assurance Wireless Products and Services" below.

Specific Terms and Restrictions Regarding Data Services

You are responsible for all data activity from and to your mobile phone, regardless of who initiates the activity. You may not use the data service (1) with server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing or other systems that drive continuous heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; (3) with "auto-responders," "cancel-bots," or similar automated or manual routines which we determine generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (4) to send "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); or (5) for any activity that adversely affects the ability of other people or systems to use either Assurance Wireless or its affiliates' wireless services or other parties' Internet-based resources. Assurance Wireless reserves the right to limit, suspend or terminate without notice any misuse or use that adversely impacts our network performance or hinders access to our network.

Data Content

Data services available through Downloads (VirginXL), on your Assurance Wireless phone may allow you to access the Internet, text, pictures, games, graphics, music, email, sound and other materials ("Data Content") and send Data Content elsewhere. Some Data Content is available from Virgin Mobile or its business partners, while other Data Content can be accessed from other third-party websites or services. Data Content may be unsuitable for children/minors, unreliable, inaccurate, offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone using your Assurance Wireless phone or device. We strongly recommend that you monitor Data Content access by children or minors. Prior to accessing certain Data Content which may be inappropriate for children or minors, we may require you to provide some personal information in order to verify that you are at least 18 years of age. Data Content from third parties may also harm your Assurance Wireless phone, device or its software. To protect our network or services, or for any other reason, we may place restrictions on accessing certain Data Content, impose separate charges, limit the amount of data you can access or transfer, or otherwise limit or terminate services.

Your relationship with companies that provide Data Content is between you and them. While Assurance Wireless supports your use of your Assurance Wireless phone to access Data Content, it specifically **MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, PERFORMANCE, ACCURACY OR EFFORTS CONCERNING** any other entity or whose services or Data Content you may utilize or otherwise access while using your Assurance Wireless phone. Assurance Wireless has no control over the Data Content on any partner site that you may access via your Assurance Wireless phone. We strongly recommend that you use good judgment and care in sharing any personal information about yourself while communicating and interacting with any website. Please do not modify, make, upload or download any Data Content that may violate anyone's intellectual property rights, including copyright laws.

In the event that you lose access to Data Content you have purchased, regardless of the reason for such loss, including without limitation the failure of your mobile phone or computer, Assurance Wireless may not make such Data Content available to you free of charge.

Assurance Wireless's rights to license certain of the Data Content may expire or may be changed, at any time and without notice. In such event, Assurance Wireless will not extend your rights to such Data Content, and will not provide any reimbursement of any fees or other amounts paid to Assurance Wireless in connection with such Data Content, although you may contact Assurance Wireless to request replacement Data Content. Assurance Wireless will not be required to provide any such replacement Data Content.

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Additional Charges

There is a charge of \$1.75 for each call to directory assistance plus airtime charges for minutes used.

You may check your balance at any time free of charge by visiting our website www.assurancewireless.com or from your mobile phone.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Calls are limited to two hours; if you are on a call for longer than two hours, the call will automatically terminate. International calls are billed at the international per-minute rate for the country you are calling plus your standard airtime rate. International rates vary. Visit our website at www.assurancewireless.com to check international rates.

You can switch your number to another Assurance Wireless phone for no additional charge if you do so on our website, www.assurancewireless.com (you can also call Assurance Wireless at 1-888-321-5880 to switch your mobile phone number, in which case you will be charged \$10).

If your account is deactivated for any reason, Assurance Wireless will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account.

Please contact Assurance Wireless at 1-888-321-5880 or visit our website at www.assurancewireless.com for additional pricing information or answers to any questions about our services. Calls to Assurance Wireless may be monitored and recorded for quality assurance.

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Disputed Charges

If you think that there has been an error in any charge to your account, you must notify us within 60 days after the charge appears on your account. Call Assurance Wireless at 1-888-321-5880 and one of our advisors will investigate your claim. If you do not notify us within this 60-day period, you waive any right to dispute the charge, including in arbitration or a court proceeding. We will credit, refund or provide other compensation to you if we determine that the disputed charge was inappropriate and was raised by you in a timely manner. If we credit, refund or provide other compensation to you to settle a disputed charge, you agree that the dispute is fully and finally resolved and not subject to further proceedings. We are not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If an unauthorized or disputed charge for a third-party product or service appears on your statement, you must contact that third party directly. Third-party contact information is available on your statement, as well as by calling Assurance Wireless at 1-888-321-5880.

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Account Suspension Related to Credit Card Chargebacks

If we have attempted to charge your credit card or PayPal account for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company or PayPal withholds such payment because the charge has been disputed (a "Chargeback"), we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30-day period and Assurance Wireless will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account. If your account is reactivated, you may be charged a fee for each Chargeback. If there are multiple Chargebacks associated with your account or we suspect or confirm any fraudulent activity in connection with your payments, we may, without limiting any other rights available to us, elect in our sole discretion to require you to add money to the cash balance of your Assurance Wireless account solely by means of Top-Up cards.

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Refunds and Returns**No Refunds of Top-Up Cards and Monthly Charges**

Assurance Wireless is not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. Top-Up cards must be applied to your account within 5 years of purchase. Neither Assurance Wireless nor Virgin Mobile accepts returns of or provide refunds for Top-Up cards. Please ask your retailer any questions regarding its return policy. All Top-Up sales are final and non-refundable regardless of who uses or possesses your mobile phone after you buy airtime, and regardless of whether the mobile phone is used with your consent or knowledge.

Monthly charges are non-refundable.

Returning Your Assurance Wireless Phone

Mobile phones purchased directly from Virgin Mobile may be returned for a full refund within 30 days of purchase. You must have the original receipt, packaging materials and all components. Please contact Assurance Wireless at 1-888-321-5880 for instructions.

Mobile phones purchased at a retail store may be returned to that store in accordance with the store's return policy. Please repack the mobile phone and all components and bring it to the store at which you purchased it.

All mobile phones purchased directly from Virgin Mobile, or one of our authorized dealers, include a one-year warranty from the original equipment manufacturer. If you experience a handset malfunction, call Assurance Wireless at 1-888-321-5880 we will arrange for a replacement device

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Lost or Stolen Equipment

If your mobile phone is lost or stolen, you are responsible for charges incurred until you notify us of the loss of your mobile phone by visiting our website www.assurancewireless.com or by calling Assurance Wireless at 1-888-321-5880. Upon receiving notice that your mobile phone is lost or stolen, Assurance Wireless will suspend your account. If you do not either activate a new Assurance Wireless phone or notify us that you have found your old mobile phone within 60 days of the suspension of your account, your account will be deactivated, you will lose your Assurance Wireless phone number and Assurance Wireless will assess you a termination charge equal to the balance in your account, which is not refundable even if you reactivate your account.

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Mobile Phone Number

The mobile phone number we provide for your use is and will remain the property of Assurance Wireless. We may give the mobile phone number to another customer without telling you if you cancel your service with Assurance Wireless in order to use another mobile service (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations), or if your account expires and is deactivated. We may also change your mobile phone number at any time, although we will notify you prior to any change. You can request to change your mobile phone number up to three times each year.

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Keeping Your Old Mobile Phone Number

Depending on where you live, you may transfer an existing wireless or wireline carrier telephone number to your Assurance Wireless service for use as your mobile phone number. To switch an existing phone number to Assurance Wireless, contact Assurance Wireless at 1-888-321-5880. Before you call, please have a bill from your existing wireless or wireline carrier available. When you switch from another wireless carrier to Assurance Wireless, you may have to pay a termination penalty to your former carrier if you terminate your contract early. Assurance Wireless will not reimburse you for any termination fees imposed by other carriers.

You will not be able to switch your area code without receiving a new local number from Assurance Wireless as well. For example, if you move from San Francisco to New York City, and your San Francisco number was 415-123-4567, you may keep 415-123-4567 as your number, but you may not switch your number to 212-123-4567. Although you may keep your old number and old area code, you should be aware that your New York friends may pay long distance charges when they call your San Francisco number from the New York area.

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Acceptable Use of Assurance Wireless Products and Services

You may not use Assurance Wireless's service for any illegal purpose, including to harass, threaten, abuse, defame, or slander any individual or entity. You may not use our service in a manner that interferes with another Assurance Wireless or Virgin Mobile customer's use of our service. You may not use, or attempt to use, Assurance Wireless's service for profit or any other gain, including, but not limited to, selling, attempting to sell, or in any way transferring to a third party any service from Assurance Wireless.

Assurance Wireless and its business partners provide messages, data, information, music, games, images, text or other material for your private, non-commercial use only. You may not sell or resell this Data Content. You may not upload and transmit or broadcast this Data Content in public places. These uses are expressly prohibited by Virgin Mobile. You will be solely responsible if you engage in any unauthorized use of this Data Content.

Content Objectionable or Offensive to Third Parties

You may not publish, copy, reproduce, upload, download, post, distribute, edit, modify, or otherwise transmit ("Post") any content that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, harassing, threatening, abusive, harmful, or otherwise objectionable, or that infringes upon or otherwise violates others' rights, including privacy rights.

Unlawful Content

You may not Post any content that encourages or is in furtherance of an unlawful, criminal, or fraudulent activity or that violates any Assurance Wireless rule or policy.

Soliciting Information

You may not Post any content that solicits any information from other customers or involves any commercial activities,

including advertisements

Infringing Content

You may not Post any content that may infringe on or otherwise violate any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any person. Infringement may result from the unauthorized copying, posting, editing, modifying or distributing of any content, including ringtones, graphics, pictures, photographs, logos, software, articles, music, games, or videos. By Posting any content, you represent that you have legal rights to use, distribute and publish such content

Harmful Content

You agree not to Post any content that contains viruses, worms, time bombs or other similar programs that would interfere with or disrupt our provision of services

Removal of Objectionable Content

We reserve the right, in our sole discretion, to remove or delete any content that you Post on our service that violates these Terms of Service or is otherwise deemed objectionable by us in our sole discretion. We may delete content that you have downloaded to your personal vault or limit the amount of content that you may download during any given period.

Suspension or Termination of Service

We reserve the right to issue a warning and to suspend or terminate your access to www.assurancewireless.com website, any other website we operate or to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of Assurance Wireless, or for any other reason in our sole discretion.

Storage of Content

Some content may not be stored or processed because of personal vault memory limitations. You agree that Assurance Wireless is not liable for the deletion of or failure to store content, and, in compliance with these terms, you should store photographs and other information permanently by using another means, such as a CD-R or personal computer. Content may expire within 60 days of its original download or use unless you otherwise request its retention and/or preservation. A password may be required to use Downloads (VirginXL) or to access the contents of your personal vault. Use of Downloads (VirginXL) requires the use of a compatible mobile phone or other device and is subject to certain functionality limitations such as memory, processor speed, and graphics capability. Not all applications will work on all Assurance Wireless phones and equipment, and some applications may not be available in all areas. Use of certain Downloads (VirginXL) applications may require the disclosure of personal information subject to the policies of the companies that offer such applications. We also disclose to third parties any content necessary to respond to claims that such content violates the rights of third parties or to protect the rights and property of Assurance Wireless.

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Location-Based Services

Location-based information is information that indicates the location of your Assurance Wireless phone. When you turn on your mobile phone, your device automatically communicates with our network and relays its current location unless you have turned off your handset's location functionality. The accuracy of location-based services may be affected by circumstances beyond our control, including atmospheric, geographic or topographic conditions. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location, or that service will be provided without interruption.

By using our location-based services, you consent to have us electronically collect, monitor and track your physical location and the location of your mobile phone. We collect and disclose your location information only to provide you with the location-based services you have requested, or in emergency situations as prescribed by law. If you allow others to use your Assurance Wireless phone, you are responsible for informing these users that their location information may be collected or disclosed. We will not provide your location information to third parties without your consent other than as prescribed by law.

If you wish to change your privacy options for the use of your location information, or if you no longer wish to use our location-based services, please change the settings on your mobile phone by going either to (1) Menu > Settings > Network > Location or (2) Menu > Tools&Settings > Others > Location, depending on your mobile phone. Changing your privacy options or terminating our location-based services will not affect the status of any other services you receive from us. Any information that is collected, monitored or tracked regarding your physical location or the location of your mobile phone will not be retained longer than is necessary to provide the location-based services you have selected. For further information regarding your privacy options in connection with your use of Assurance Wireless services go to <http://www.virginmobileusa.com/legal/privacy-policy>

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Assurance Wireless Website

You may use our website located at www.assurancewireless.com to manage your account, make payments, view our

content and learn more about our products and services. Any use of the Assurance Wireless website is subject to the terms set forth in the Terms of Website Use and Privacy Policy, which are available on our website at www.assurancewireless.com

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Teletype (“TTY”) Access

For information concerning TTY access for the hearing-impaired, please contact Assurance Wireless at 1-888-321-5880.

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Pay-Per-Call Services

Assurance Wireless will not directly complete any calls to 1-900, 1-976 or other pay-per-call services.

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Safety and Security

Assurance Wireless is not responsible for the content or security of voicemail, messages or contact lists you create. We urge you to create a password to access your voicemail.

Always use your device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your mobile phone to send text messages. Always use your Assurance Wireless phone in accordance with all applicable laws and regulations.

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Use of Your Customer Information

When you agree to these Terms of Service, you also agree to the terms of our Privacy Policy (available at www.assurancewireless.com). This policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data.

In the course of providing service to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We always will handle this data, so-called “Customer Proprietary Network Information” (“CPNI”) in accordance with Federal Communications Commission regulations, federal consumer privacy laws and the Assurance Wireless Privacy Policy. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure. Except as contemplated by the Privacy Policy, we will not intentionally share your personal information without your permission. We may, from time to time, use the information you provide us to market services to you that may be related to our service offerings. You will have the opportunity to choose whether you would like to receive text messages, email, direct mail and other updates from Assurance Wireless and its partners about new products, special promotions and important service information by editing your profile at www.assurancewireless.com (Account Info > Contact Info), or by calling Assurance Wireless at 1-888-321-5880.

To comply with appropriate legal process, Assurance Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account history, account information, or other transmission data properly requested by law enforcement.

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Dispute Resolution

Assurance Wireless and you each agree to contact each other first with any disputes. You must contact us with any dispute by calling Assurance Wireless at 1-888-321-5880 or writing us at Assurance Wireless, 10 Independence Blvd., Warren, NJ 07059, Attn: Executive Escalations, and providing a description of the problem, all relevant documents/information and the proposed resolution. We will contact you at the last address that you have provided us or on your mobile phone. We each agree to negotiate in good faith to resolve any dispute. You agree to pay all amounts reflected on your account statement, even while a dispute is being resolved. For Washington State customers, complaints regarding Lifeline service may be directed to the Washington State Office of the Attorney General, Consumer Protection Division, at 800-551-4636. FOR GEORGIA CUSTOMERS, COMPLAINTS CONCERNING LIFELINE SERVICE CAN BE DIRECTED TO THE GEORGIA PUBLIC SERVICE COMMISSION'S CONSUMER AFFAIRS UNIT AT 404-656-4501.

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No Trial by Jury

To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding.

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Limitation of Liability

Unless prohibited by law, Assurance Wireless and you agree to limit claims for damages or other monetary relief against

each other to direct and actual damages. You agree that Assurance Wireless and its business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. Assurance Wireless assumes no risk or responsibility for your use of any of the content provided as part of our services. We are not liable for (1) any act or omission of any other company furnishing a part of our service or any equipment provided for such service, (2) errors or omissions of any vendors participating in offers made through us, (3) any damages that result from any product or service provided by or manufactured by third parties, or (4) any unauthorized or disputed charges for Assurance Wireless services that appeared more than 15 days earlier on your online account statement and which you did not properly dispute within 15 days after the charge was posted to your account. You acknowledge that no fiduciary or other special relationship exists between you and Assurance Wireless, by virtue of these Terms of Service or your use of Assurance Wireless phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from your address book, or data content or messages from your voicemail system.

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Indemnification

You agree to indemnify and hold harmless Assurance Wireless and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from your use of Assurance Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

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Warranties

We do not manufacture our mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

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Effect of Terms of Service

These Terms of Service supersede all oral or written communications and understandings between you and Assurance Wireless with respect to our products and services to you and the terms under which they are offered and provided to you. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of Service are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms of Service. No provision of these Terms of Service provides any person or entity not a party to these Terms of Service with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third-party beneficiary rights.

Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of New York, except in the case of a customer resident in the State of California, in which case such disputes shall be within the exclusive jurisdiction of the federal or state courts of or in the California county in which the customer primarily uses Assurance Wireless's service.

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Notices

You may notify us by mail (Assurance Wireless, 10 Independence Blvd, Warren, NJ 07059), phone (1-888-321-5880) or electronic means via our website at www.assurancewireless.com. Notices will be considered effective after we receive them. If you are unable to resolve your concerns with Assurance Wireless, you may file a complaint with the Federal Communications Commission, Washington, DC 20554. Any notice we send you will be sent to your last known residence or electronic address as shown on our records, or via text message to your Assurance Wireless phone.

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Export

You agree to comply with all trade regulations and export control laws, both domestic and foreign. Assurance Wireless phones, equipment, software, and any underlying information accessed or transferred by you using our services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export

Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any Assurance Wireless phones, equipment, or software to any foreign country. Any information transferred by you using Assurance Wireless's services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

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Trademarks and Licenses

The Virgin name and signature and the Virgin Mobile name and logo are registered trademarks of Virgin Enterprises Limited and used under license by Virgin Mobile USA, L.P. Virgin Mobile products and services are licensed under U.S. Patents 5,722,067, 6,157,823, and 6,236,851.

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