

**Kentucky  
Boomerang Wireless, LLC d/b/a enTouch Wireless  
Lifeline Plan Offerings**

Boomerang Wireless, LLC d/b/a enTouch Wireless (“enTouch”) Lifeline plan offerings have core features and capabilities that are part of all the plan offerings. Following the two (2) plans offered in Kentucky, are the ‘Features and capabilities available with all Lifeline Plan offerings,’ ‘Call Types and Usage’ and ‘Applicable Fees and Unit of Measure.’

**Kentucky Lifeline Plan Offerings:**

**250 Free Monthly Minute Plan** (Base plan): This plan offers 250 minutes per month for voice and text, plus 10MB of data. Lifeline free minutes are automatically posted each month on the Lifeline customer’s service date. There is no roll over of minutes with this plan. Acceptable Use Policy applies (see Terms of Service).

**Upgrade Data Plan** (available to all customers): This plan supplements the 250 units per month of the base plan (no rollover; and 1 minute equals 1 unit and 1 text equals 1 unit), with an additional 250 MB of data per month with the regular purchase of the \$5 Airfair card. The plan differs depending on the device: (1) for customers who bring their own device, they will pay \$5 for 90 days of service; (2) for customers who wish to purchase an entry-level smart phone from Boomerang, they can pay \$25 for the phone, and the \$5 will be waived for the first 90 days; after the first 90 days, the \$5 for 90 days will apply; and (3) for customers who wish to purchase an Branded smart phone (such as an iPhone or Samsung Galaxy), they can pay \$50 for the phone, and the \$5 will be waived for the first 90 days; after the first 90 days, the \$5 for 90 days of service will apply. Should a customer not renew the 90-day plan for \$5 (purchase and activate the \$5 Airfair card), the plan will convert to the 250 Free Minute Plan (which provides 250 units per month and 10 MB of data per month).

**500 Voice Minute Plan:** This plan offers 500 voice minutes, 100 texts, and 10MB of data per month. Customer must provide their own device. There is no device available with this offer, nor are discounts or promotions for devices available with this plan. Lifeline minutes, texts and data are automatically posted each month on the Lifeline customer’s service date. There is no rollover of minutes, texts, or data, and any unused minutes, texts, or data will expire on the next month’s monthly service date.

**Features and capabilities available with all Lifeline Plan offerings:**

- Free handset:<sup>1</sup> The handset may be a refurbished unit. (Not available or applicable if offering states free phone is not part of plan offering.)
- Local calling
- Domestic/National Long Distance calling
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail
- 10mb Data (website and email)
- Free 411: There are no charges, however applicable unit(s) are decremented
- 911 Emergency Service regardless of units/minutes available
- 611 Customer Service regardless of units/minutes available

**Call Types and Usage:**

**411 Directory Assistance:** Directory Assistance calls are free; there is no additional charge. However, units/minutes for Directory Assistance are deducted from the customer's available balance of units.

**611 Company Customer Service:** The Company's handsets can reach 611 Company Customer Service regardless of units (minutes) remaining on the handset. So, Lifeline Customers who use all their plan minutes prior to their monthly service date will still be able to place 611 calls to customer service from their Company phones. There is no decrement of Lifeline Customer's minutes when they dial 611 from their Lifeline phone.

**911 Emergency Service:** The Company's handsets can reach 911 Emergency services regardless of units (minutes) remaining on the handset. So, Lifeline Customers who use all their plan minutes prior to their monthly service date will still be able to place 911 calls for emergencies. There is no decrement of Lifeline Customer's minutes when they dial 911 from their Lifeline phone.

**Roaming:** There is no roaming available. Customers are not able to use their service outside of the Company's Designated Service Area.

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

**Text Messaging** is available with the Lifeline plans unless noted otherwise. The following apply to Text Messaging:

- Units/minutes are deducted for SMS Text Messaging at a per message per address sent to and per message received. (1 unit or 1 minute = 1 text)
- The Company does not offer Premium SMS Text Messaging Service at this time.

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<sup>1</sup> Company Policy limits a customer to one free device in the most recent prior 12 month period.

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- The Company's SMS Text Messaging Service requires certain equipment. Most handsets are capable of receiving text messages; however sending text messages requires two-way SMS capable equipment.

**Toll Free Numbers:** calls to Toll Free Numbers are free; there is no additional charge. However, units/minutes for Toll Free Numbers are deducted from the customer's available balance of units.

**Top Up Cards to Supplement Lifeline Plans:** Lifeline Customers will be able to supplement their free Lifeline plan minutes by purchasing additional airtime at authorized retail outlets. The two brands of top up cards available at retail are Get Ready and Airfair.

**Unit or Minute** is the method of measuring the voice and text service. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. "1 unit = 1 minute = 1 text."

- Deduction of unit(s)/minute(s) for a completed call from a customer's handset begin when the SEND key is pressed and end when either party ends.
- There are no peak or off peak minutes associated with the Free Lifeline minutes associated with the Lifeline Plan offerings.

**Handsets:** The Company reserves the right to provide subscribers a refurbished handset, and any type of available handset that will work on the Company's network. For Lifeline plans that include a free handset, Boomerang will provide only one (1) free handset per consumer in the most recent 12 month period.

**Applicable Fees and Unit of Measure:**

**Reactivation Fee** of \$25.00 to reactivate your phone. This is not required for the initial activation of the Lifeline phone that is distributed to a qualified Lifeline Customer. There is no Activation Fee.

- The customer will need to send a money order or prepay via credit card before Services are reactivated.
- If the reactivation is for a Replacement phone, then the customer will be required to pay either the Reactivation Fee or Replacement Fee, but not both.

**Replacement Fee** of \$25.00 for the exchange of your phone for another phone or other equipment.

- Equipment will not be shipped until after the company receives the Replacement Fee. The customer may pay the Replacement Fee by sending a money order or prepaying via credit card.
- The Replacement fee will be waived for replacement of defective handsets (does not apply to breakage caused by customer negligence or water damage) returned complete with all accessories that came with the handset, in the original box with all materials and package inserts, within 30 days of receiving the handset.
- The Company requires receipt of the Replacement Fee for phones returned after the first 30 days and before the replacement phone is shipped.
- Though replacement phone will require reactivation of the Number, a customer will be assessed either the Replacement Fee or the Reactivation Fee, but not both.

**Unit or Minute** is the method of measuring the voice and text services. One (1) unit equals one (1) minute, and one (1) unit equals one (1) text message. "1 unit = 1 minute = 1 text."

- Deduction of unit(s)/minute(s) for a completed call from a customer's handset begin when the SEND key is pressed and end when either party ends.

### **Terms of Service:**

The complete **Terms of Service** are available on the website, [www.enTouchWireless.com](http://www.enTouchWireless.com), and are effective upon posting.

### **Acceptable Use Policy:**

**Prohibited Network Use -- ACCEPTABLE USE POLICY (Unlimited Services):** Services and equipment may not be used for any unlawful, fraudulent, harassing, or abusive purpose. enTouch Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. enTouch Wireless reserves the right, without notice or limitation, to limit, deny, terminate, end, modify, disconnect, or suspend Service if any individual engages in any prohibited voice, text, or data uses detailed below, or if enTouch Wireless determines, on a case-by-case basis, that action is necessary to protect its wireless network, business, equipment, or Services from harm or degradation resulting from such prohibited uses.

- **Voice and Text Services:** enTouch Wireless provides its voice and text Services solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. You may not use enTouch Wireless voice and text Services for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, **or other connections that do not consist of** uninterrupted live dialogue between individuals. This Service may not be used in a manner that interferes with other enTouch Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other enTouch Wireless customers. Use of more than 3,000 units within a 30-day period or less may trigger a review of the usage in accordance with this Acceptable Use Policy.
- **Data Services:** enTouch Wireless data Services are provided only for personal (*i.e.*, non-commercial) use, which includes web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading files or online gaming. enTouch Wireless data Services may not be used for any of the following uses: (1) to generate excessive levels of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (2) to maintain continuous active network connections to the Internet, for example, through a web camera or machine-to-machine connections that do not involve active participation by a person; (3) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (4) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or fax; (5) for activities that adversely affect the ability of other people of system to use either enTouch Wireless' or other parties' Internet-based resources, including, but not

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limited to, “denial of service” (DoS) attacks against another network host or individual user; (6) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a enTouch Wireless handset designated for such usage); or (7) for any other reason that violates our policy of providing Service for individual use.

The prohibited uses in this section also apply to unlimited plans. Unlimited does not mean unreasonable use. If enTouch Wireless finds that you are using an unlimited voice or text Service offering for any of the prohibited uses in this section, enTouch Wireless may at its option terminate your Service or change your plan to one with no unlimited usage components. enTouch Wireless will provide notice that it intends to take any of the above actions, and will give you an opportunity to terminate the Agreement. Unlimited talk and text includes talk and text within the U.S. only.