

EASY TELEPHONE SERVICES COMPANY d/b/a EASY WIRELESS TERMS AND CONDITIONS OF WIRELESS SERVICE

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Easy Telephone Services Company d/b/a Easy Wireless. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Easy Telephone Services Company d/b/a Easy Wireless reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Easy Telephone Services Company d/b/a Easy Wireless website found at www.myeasywireless.com

By purchasing or activating your Easy Telephone Services Company d/b/a Easy Wireless. ("Easy Wireless") handset or using any Easy Telephone Services Company d/b/a Easy Wireless service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. ACTIVATING AND USING YOUR EASY TELEPHONE SERVICES COMPANY d/b/a EASY WIRELESS COMMUNICATIONS SERVICE/TELEPHONE NUMBER.

An Easy Telephone Services Company d/b/a Easy Wireless handset should arrive to you in an activated or "hotlined" status. Activation may require a call to 611 to complete full activation. An Easy Telephone Services Company d/b/a Easy Wireless telephone number is assigned to your Easy Telephone Services Company d/b/a Easy Wireless handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. This number is "owned" by the underlying carrier and ownership will remain with the underlying carrier during time of service. This number can be ported to any carrier of choice as long as number remains active throughout the completion of the port. Should number be disconnected for any reason it is immediately released to the underlying carrier network and is unable to be re-attained by Easy Telephone Services Company d/b/a Easy Wireless, even upon customer request and immediate reactivation by the Company. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Easy Telephone Services Company d/b/a Easy Wireless. Your handset can only be used through Easy Telephone Services Company d/b/a Easy Wireless, and cannot be activated with any other wireless or cellular service, except where allowable by law. Easy Telephone Services Company d/b/a Easy Wireless services are provided at Easy Telephone Services Company d/b/a Easy Wireless's discretion.

2. AIRTIME RATES

Easy Telephone Services Company d/b/a Easy Wireless airtime is issued in unit increments. Units are deducted from the Easy Telephone Services Company d/b/a Easy Wireless handset in the following manner all calls are charged at a rate of one (1) unit per minute. All other phone models, calls are charged at a rate of one (1) unit per minute.

3. TEXT MESSAGING

The current rates to send or receive a text message to another person's phone using your Easy Wireless are three (3) texts per one voice minute. Easy Wireless reserves the right to amend this rate by updating these terms and conditions and posting them on Easy Wireless website.

Please note that Easy Telephone Services Company d/b/a Easy Wireless does not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Easy Telephone Services Company d/b/a Easy Wireless. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is an Easy Telephone Services Company d/b/a Easy Wireless authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by Easy Telephone Services Company d/b/a Easy Wireless), whether you incur charges as deductions from your handset or from your credit card, are not refundable.

4. INTERNATIONAL CALLS

Currently, the International call feature is blocked by Easy Telephone Services Company d/b/a Easy Wireless and their underlying carrier. In the event you successfully access an International Long Distance number, additional charges will incur at the following rates:

Guam, Puerto Rico & US Virgin Islands	\$0.10
Canada	\$0.10
Mexico	\$1.45
All other countries (except Guam, Puerto Rico & US Virgin Islands)	\$1.28

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

5. ADDING ADDITIONAL AIRTIME

Your Easy Telephone Services Company d/b/a Easy Wireless handset will only operate when you have airtime minutes/units available on the handset. (This does not apply to 911 calls. These calls will go through on any handset regardless of activity and the availability of airtime minutes.) Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add airtime to your handset. Easy Telephone Services Company d/b/a Easy Wireless airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

6. AIRTIME PLANS

From time to time, Easy Telephone Services Company d/b/a Easy Wireless may offer various plans. Currently, Easy Telephone Services Company d/b/a Easy Wireless plans allow you to automatically purchase certain airtime denominations on a regular monthly basis. All airtime plans are governed by these Terms and Conditions and the applicable airtime plan's Terms and Conditions which are also available at www.myeasywireless.com

7. ROLLOVER

The monthly "FREE" minute package will rollover month to month for ninety (90) days. Minutes will expire on the ninety-first (91st) day. Minutes purchased as additional airtime packages will be good for thirty (30) days from the date of purchase, expiring on the 31st day; unless newly purchased minutes are added before expiration. Minutes purchased as additional airtime packages, with 30-day expiration, will be used before any rollover minutes are used. Rollover policy is subject to change.

Additional minutes offered by Easy Telephone Services Company d/b/a Easy Wireless can be purchased as follows:

PLAN	MINUTES	CUSTOMER COST	AUTOMATIC ROLLOVER
1	100	FREE (Every Month)	90-days
PURCHASE ADDITIONAL MINUTES			
2	250	\$ 13.50	N/A
3	500	\$ 25.00	N/A
4	1,000	\$30.00	N/A
90 DAYS OF ROLLOVER CAN BE PURCHASED FOR \$5 MORE			

In the event of any modification that increases the charges, you will receive 30 days notice prior to being charged the new rate. Additional minute purchases may not be combined with any other discount or promotion.

8. ADDITIONAL SURCHARGES

Currently, call forwarding and roaming features are blocked by Easy Telephone Services Company d/b/a Easy Wireless and it's underlying carrier. If you successfully access these features (not authorized by Easy Wireless d/b/a Easy Wireless), you will incur additional charges at the following rates:

Call Forwarding	\$0.05 per call
Roaming	\$0.25 per minute

Any charges you may incur as a result of any attempts to access these features from your Easy Wireless handset are non-refundable.

9. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your Easy Telephone Services Company d/b/a Easy Wireless service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, and calls to access your voice mail (airtime minutes will be deducted for each call separately). Airtime for Three-Way calls may be deducted at twice the incremental rate. Airtime minutes are NOT deducted for calls to 911, 611, or the 800# for Easy Wireless Customer Service. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. (Although this is unlikely to occur, Easy Wireless is not able to dispute these charges and cannot refund for deducted minutes on an incomplete or busy no-answer call.) Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

10. EMERGENCY CALLS

If you are in an area where your Easy Telephone Services Company d/b/a Easy Wireless handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Easy Telephone Services Company d/b/a Easy Wireless handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

11. UNAUTHORIZED USAGE; TAMPERING

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

12. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Easy Telephone Services Company d/b/a Easy Wireless reserves the right to substitute and/or replace any Easy Telephone Services Company d/b/a Easy Wireless equipment (including handsets) with other Easy Telephone Services Company d/b/a Easy Wireless equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular handset may not be available on your Easy Telephone Services Company d/b/a Easy Wireless handset and does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Easy Telephone Services Company d/b/a Easy Wireless nor any Carrier shall have any liability for Service failures, outages or limitations of Service.

13. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Model and color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

14. WARRANTY

A new and/or reconditioned Easy Telephone Services Company d/b/a Easy Wireless handset and accessories are covered by a limited 90-day warranty. Exclusions and Conditions This warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Easy Telephone Services Company d/b/a Easy Wireless does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

15. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

16. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution. In regards to a Lifeline subsidized service, should it be determined that eligibility of the program no longer exists, service may be moved to a Non-Lifeline plan, requiring monthly payment for the same or similar minute package.

17. OUR RIGHT TO TERMINATE LIFELINE SERVICE

Easy Telephone Services Company d/b/a Easy Wireless reserves the right to terminate service if it is determined that eligibility was awarded based on inaccurate or fraudulent information, if the subscriber is non-responsive to requests for information, including requests for proof of eligibility, or if company determines a need to eliminate possible fraud/waste/and abuse of the Lifeline program. Service with no usage for longer than 60 days will lead to attempts to notify the customer through text, letter, or calls to the customer. If customer remains unresponsive to Company attempts at contact, service will be moved to a non-lifeline plan, requiring monthly payment, and Easy Telephone Services Company d/b/a Easy Wireless reserves the right to disconnect the service in its entirety.

18. LIMITATION OF LIABILITY

Easy Telephone Services Company d/b/a Easy Wireless will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. Easy Telephone Services Company d/b/a Easy Wireless will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

19. INDEMNIFICATION

You agree to indemnify and hold harmless Easy Telephone Services Company d/b/a Easy Wireless from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a Easy Telephone Services Company d/b/a Easy Wireless handset Easy Telephone Services Company d/b/a Easy Wireless services whether based in contract, regardless of the form of action.

20. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR EASY TELEPHONE SERVICES COMPANY D/B/A EASY WIRELESS DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF EASY TELEPHONE SERVICES COMPANY D/B/A EASY WIRELESS'S AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with Easy Telephone Services Company d/b/a Easy Wireless, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Easy Telephone Services Company d/b/a Easy Wireless from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your Easy Telephone Services Company d/b/a Easy Wireless device, the Service and/or PIN numbers in state or federal court. References to you and Easy Telephone Services Company d/b/a Easy Wireless include our respective subsidiaries, affiliates, predecessor in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Easy Telephone Services Company d/b/a Easy Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and Easy Telephone Services Company d/b/a Easy Wireless agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Easy Telephone Services Company d/b/a Easy Wireless agree that any arbitration will be conducted

on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Easy Telephone Services Company d/b/a Easy Wireless. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Easy Telephone Services Company d/b/a Easy Wireless and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, Easy Telephone Services Company d/b/a Easy Wireless and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Easy Telephone Services Company d/b/a Easy Wireless shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

21. PRIVACY POLICY

Easy Telephone Services Company d/b/a Easy Wireless will not provide your number to any Third Party advertising agency except where authorized by the customer. Easy Telephone Services Company d/b/a Easy Wireless will provide your number, and any other pertinent information requested, to any law enforcement agency or officer upon request or subpoena, and to the FCC and/or USAC where Lifeline Services are in use. Easy Telephone Services Company d/b/a Easy Wireless takes CPNI very seriously and takes multiple steps to avoid any perceived violation of Customer Proprietary Information. To view the Easy Telephone Services Company d/b/a Easy Wireless Privacy Policy reference Easy Telephone Services Company d/b/a Easy Wireless's website found at <http://www.myeasywireless.com>