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September 13, 2011

VIA OVERNIGHT DELIVERY

Secretary Catrice C. Williams
Department of Telecommunications & Cable
1000 Washington Street
8th Floor, Suite 820
Boston, MA 02118-6500

Re: In the Matter of the Application of Virgin Mobile USA, L.P.'s Petition for Limited
Designation as an Eligible Telecommunications Carrier
D.T.C. 10-11

Dear Ms. Williams:

By Order dated September 9, 2011, Virgin Mobile USA, L.P. ("Virgin Mobile" or the "Company") received limited designation from the Department of Telecommunications and Cable ("Department") as an eligible telecommunications carrier for purposes of offering Lifeline service in Massachusetts.¹ In its Virgin ETC Order, the Department imposed certain conditions upon the Company, including the requirement to submit a Public Safety Answering Point ("PSAP") self-certification and submission of a copy of the Company's Terms and Conditions of service.

Included with this cover letter are a copy of the Terms and Conditions applicable to Virgin Mobile's Massachusetts Lifeline plans as well as its PSAP self-certification. With the submission of the enclosed materials, and the inclusion of the Department's contact information for consumer complaints in the Company's marketing materials, Virgin Mobile has satisfied those preconditions to launch specified in the Virgin ETC Order. Accordingly, Virgin Mobile is preparing to launch its Lifeline service in Massachusetts within the next several days.

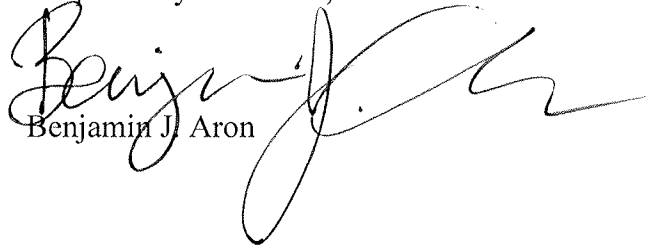
Virgin Mobile appreciates the careful consideration the Department gave to the Company's Petition. The Company is eager to begin offering its Lifeline service to qualifying participants in Massachusetts and looks forward to working with the Department to ensure the success of its Lifeline offering and continued compliance with all relevant laws, rules and

¹ See Order Approving Petition, In the Matter of Virgin Mobile USA, L.P.'s Petition for Limited Designation as an Eligible Telecommunications Carrier, DTC 10-11 (Sept. 9, 2011) ("Virgin ETC Order").

Sprint

regulations governing Lifeline service in Massachusetts. Should the Department have any questions regarding this matter, please do not hesitate to contact the undersigned counsel.

Respectfully submitted,


Benjamin J. Aron

enclosures



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September 13, 2011

VIA OVERNIGHT DELIVERY

Secretary Catrice C. Williams
Department of Telecommunications & Cable
1000 Washington Street
8th Floor, Suite 820
Boston, MA 02118-6500

Re: Certification of Compliance with 911/E911 Obligations

Dear Ms. Williams:

By Order dated September 9, 2011, Virgin Mobile USA, L.P. ("Virgin Mobile" or the "Company") received limited designation from the Department of Telecommunications and Cable ("Department") as an eligible telecommunications carrier for purposes of offering Lifeline service in Massachusetts.¹ Among the conditions imposed on the Company was a requirement that Virgin Mobile certify that it is in full compliance with any applicable 911 or enhanced 911 ("E911") obligations, including obligations relating to the provision and support of 911 and E911 service.

By this letter, Virgin Mobile certifies it is in full compliance with any applicable 911/E911 obligations, including obligations relating to the provision, and support of, 911 and E911 service in Massachusetts.

Should the Department have any questions regarding this matter, please do not hesitate to contact the undersigned counsel.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Benjamin J. Aron", written over a horizontal line.

Benjamin J. Aron

¹ See Order Approving Petition, In the Matter of Virgin Mobile USA, L.P.'s Petition for Limited Designation as an Eligible Telecommunications Carrier, DTC 10-11 (Sept. 9, 2011).

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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 select Virgin Mobile phones purchased from Virgin Mobile or an authorized retailer. Assurance Wireless is not available for use with Virgin Mobile smartphones. 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.

Expiration

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; or 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. You must confirm eligibility by submitting adequate proof of your eligibility status within 30 days following notification of ineligibility in order to have your eligibility restored.

In addition, if you do not make a voice call or send a text message at least once during any 60-day period, Assurance Wireless may notify you that you are no longer eligible for Assurance Wireless service. If you receive a notice of inactivity, 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.

If your eligibility is not restored prior to the end of the applicable 30-day period following notification of ineligibility or inactivity, 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.

You can Top-Up using a credit card, debit card or PayPal account. The minimum amount per Top-Up is \$10 and the maximum amount per Top-Up is \$120. You may only add \$150 to your account in a single day and the maximum account balance 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)

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 (Virgin XL)

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. This charge is subject to change.

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. This charge is subject to change.).

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)

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Mobile Phone Number

The mobile phone number we provide for your use is and will remain under the control 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.

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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.

<http://www.assurancewireless.com/public/termsofservicerider.aspx#mainoutertable1> Consumer Protection Division, at 800-551-4636 .

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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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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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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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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.

[Back to Top](#)**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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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).

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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

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Service within nationwide coverage area reaching more than 278 million people. Assurance Wireless is not available in all areas. Visit virginmobileusa.com for a detailed map and to check if service is available in your area.

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