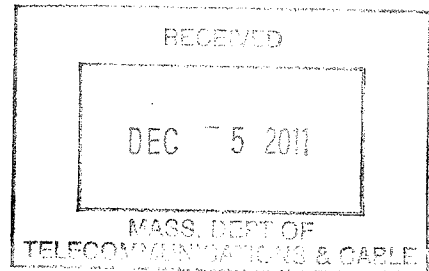


**Budget PrePay, Inc.**  
**DTC Docket No. 11-12**  
**Responses to DTC Set 1**  
**December 2, 2011**

**Exhibit 1-17**  
**Public Copy (Redacted)**

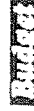


**CONFIDENTIAL COPY**

**BUDGET MOBILE CALL DIAGRAM**

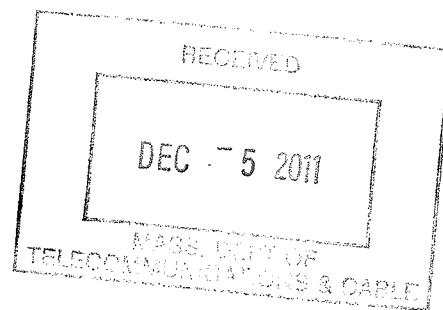
(Toll Limitation, Directory Assistance, Operator Assistance, and International and Some Domestic Toll Calls)

Budget PrePay Inc. Headquarters  
1325 Barksdale Blvd., Suite 200  
Bossier City, LA 71111



**Budget PrePay, Inc.**  
**DTC Docket No. 11-12**  
**Responses to DTC Set 1**  
**December 2, 2011**

## Exhibit 1-18



# FREE CELL PHONE

# Plus FREE SERVICE Each Month

No Payments Required

The **NEW Government Assisted program** allows eligible Louisiana residents to receive a **FREE cell phone** plus **FREE cell phone service**. Sign up today and receive:

- **FREE Phone**
- **FREE 250 Minutes/mo.**
- Voicemail
- Caller ID
- Call Waiting
- Access to 911 Service
- Nationwide Coverage
- Keep Your Same Phone Number



## No Contract | No Deposit | No Bills To Pay

With the NEW government assisted Mobile Lifeline plan, you might be eligible for a **FREE cell phone plus 250 FREE Minutes** every month. Your service includes nationwide coverage, caller ID, call waiting, voicemail, and access to 911 service. So for emergencies, job searching, or just to keep in touch, Budget Mobile Lifeline will provide you with a **FREE phone plus 250 FREE minutes every month**.

With Budget Mobile Lifeline you can add additional minutes and unlimited texting to your plan at a low monthly rate.

For more information and a full list of terms and conditions visit our website [www.BudgetMobile.com](http://www.BudgetMobile.com).

**Budget MOBILE**  
LIFELINE

## SIGN UP TODAY!

### There are 4 different ways to sign up for service:

1. Call **1-855-203-3733**.
2. Visit a store location nearest you.  
Find store locations online at [www.BudgetMobile.com](http://www.BudgetMobile.com)
3. Order online at [www.BudgetMobile.com](http://www.BudgetMobile.com)
4. OR, fill out the form below and send it back to us for FREE, postage paid.



You must meet government assistance eligibility requirements for the Free Phone and 250 Free Minutes each month. Free phones will take up to 10 business days for delivery once order is received. Brand and style of phone will vary and are at the discretion of Budget Mobile Lifeline. Activation fee may be required. Only one Lifeline credit per household.

### ELIGIBILITY

*Tear here before mailing*

#### 1. I qualify for Lifeline because I participate in at least one of the following programs (CHECK ALL THAT APPLY):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Food Stamps                            | <input type="checkbox"/> Low Income Home Energy Assistance Program | <input type="checkbox"/> National School Lunch (free program only) |
| <input type="checkbox"/> Supplemental Security Income (SSI)     | <input type="checkbox"/> Temporary Assistance for Needy Families   | <input type="checkbox"/> Medicaid                                  |
| <input type="checkbox"/> Federal Housing Assistance (Section 8) |  |  |

#### 2. Home Phone Service Information (REQUIRED):

First Name:

Middle Initial:

Last Name:

Social Security Number: (Last 4 digits only)

Date of Birth: (mm/dd/yy)

Address:

Suffix:  
(Dr/Sr/Rd/Cir)

Apt. Number:

Name of Apt. Complex:

City:

State:

Zip:

I certify, under penalty of perjury, that I am a current recipient of the above program(s) and will notify Budget PrePay® when I am no longer participating in at least one of the above designated programs. I authorize Budget PrePay® or its duly appointed representative to access any records required to verify these statements to confirm my continued participation in the above program. I will only receive one Lifeline wireless connection and will not have simultaneous wireless Lifeline connections with another provider. I authorize representatives of the above programs to discuss with and/or provide copies to Budget PrePay®, if requested by the company, to verify my participation in the above programs and my eligibility for LifeLine and Link Up. I affirm that I am over the age of eighteen and head of household & that I am not listed as a dependent on another person's tax return.

X \_\_\_\_\_  
Signature

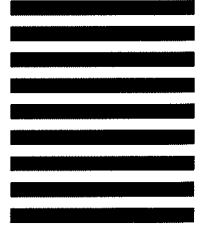
\_\_\_\_\_  
Date



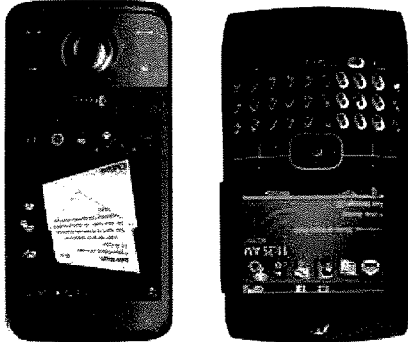
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 30 BOSSIER CITY, LA

POSTAGE WILL BE PAID BY ADDRESSEE



BUDGET MOBILE LIFELINE  
1325 BARKSDALE BLVD STE 200  
BOSSIER CITY LA 71111-9900

**BENEFITS**

- FREE Phone
- FREE 250 Minutes/mo.
- Voicemail
- Call Waiting
- Access to 911 Service
- Nationwide Coverage
- Keep Your Same Phone Number



# FREE CELL PHONE Plus FREE Service

*No Payments Required*

**Budget MOBILE**  
LIFELINE

**Government Assisted Program**

# **FREE PHONE**

**Plus**

**250 FREE MINUTES**  
**Every Month**



**NO CONTRACTS • NO CREDIT CHECKS • NO PAYMENTS REQUIRED**

You must meet government assistance eligibility requirements for the Free Phone and 250 Free Minutes each month. Free phones will take up to 10 business days for delivery once order is received. Brand and style of phone will vary and are at the discretion of Budget Mobile Lifeline. Activation fee may be required. Only one Lifeline credit per household.

# FREE CELL PHONE PLUS FREE SERVICE

Each Month

**A FREE PHONE PLUS  
250 FREE Minutes Every Month!**



#### FEATURES include

- Voicemail
- Call Waiting
- Caller ID
- Access to 911 Service
- Keep Phone Number
- Nationwide Coverage

#### ELIGIBILITY

To apply for Budget Mobile Lifeline service, you MUST participate in one of the following programs:

- Food Stamps
- Medicaid
- Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- National School Lunch (free program only)
- Temporary Assistance for Needy Families
- Low Income Home Energy Assistance Program

#### SIGN UP TODAY!

**There are 3 different ways to sign up for service:**

- 1 Call **1-855-203-3733**
- 2 Order online at **www.BudgetMobile.com**
- 3 **Visit our store: 6363 Hearne Ave., Shreveport**  
Or find other locations online at [www.BudgetMobile.com](http://www.BudgetMobile.com)

**Budget**  
**MOBILE**  
**LIFELINE**

6363 Hearne Ave.  
Shreveport, LA 71108

GOVERNMENT ASSISTED PROGRAM

**FREE PHONE** Plus

**250 FREE MINUTES**  
Every Month



### ELIGIBILITY

To apply for Budget Mobile Lifeline service, you **MUST** participate in one of the following programs:

- Food Stamps
- Medicaid
- Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- National School Lunch (free program only)
- Temporary Assistance for Needy Families
- Low Income Home Energy Assistance Program

**Get Your Free Phone & Service Today!**

**855.203.3733**

**BudgetMobile.com**

**Budget MOBILE**  
**LIFELINE**

Visit Our Location: **6363 Hearne Avenue**  
**Shreveport, LA**

You must meet government assistance eligibility requirements for the Free Phone and 250 Free Minutes each month. Free phones will take up to 10 business days for delivery once order is received. Brand and style of phone will vary and are at the discretion of Budget Mobile Lifeline. Activation fee may be required. Only one Lifeline credit per household.

GOVERNMENT ASSISTED PROGRAM

# FREE PHONE Plus

## 250 FREE MINUTES Every Month



### ELIGIBILITY

- Food Stamps
- Medicaid
- Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- National School Lunch (free program only)
- Temporary Assistance for Needy Families
- Low Income Home Energy Assistance Program

Get Your Free Phone & Service Today!

# 855.203.3733

[BudgetMobile.com](http://BudgetMobile.com)

You must meet government assistance eligibility requirements for the Free Phone and 250 Free Minutes each month. Free phones will take up to 10 business days for delivery once order is received. Brand and style of phone will vary and are at the discretion of Budget Mobile Lifeline. Activation fee may be required. Only one Lifeline credit per household.

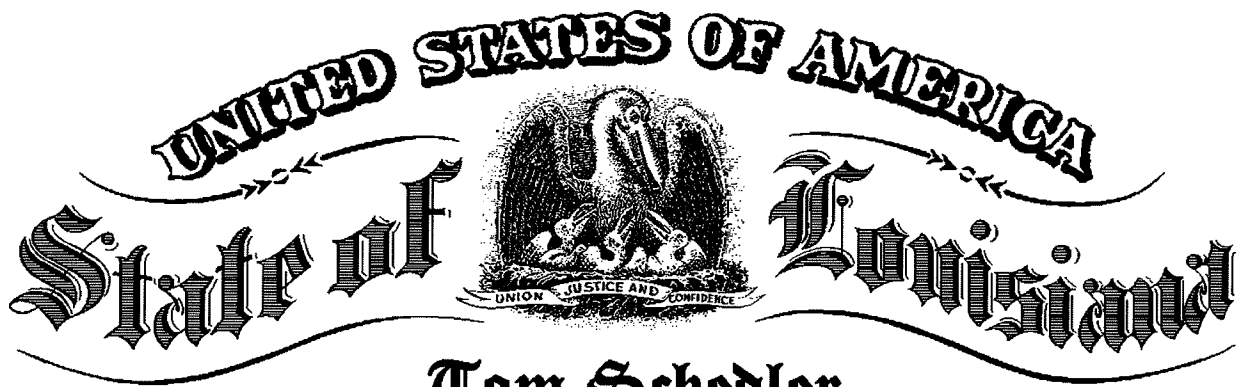
Visit Our Location:

6363 Hearne Avenue  
Shreveport, LA

**Budget MOBILE**  
LIFELINE

**Budget PrePay, Inc.**  
**DTC Docket No. 11-12**  
**Responses to DTC Set 1**  
**December 2, 2011**

**Exhibit 1-27**



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*

**BUDGET PREPAY, INC.**

A corporation domiciled in BOSSIER CITY, LOUISIANA,

Filed charter and qualified to do business in this State on May 01, 1996,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

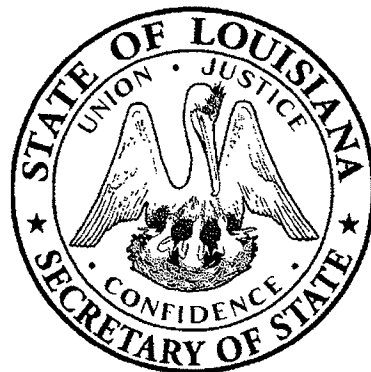
I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 22, 2011

*Secretary of State*

Web 34525907D

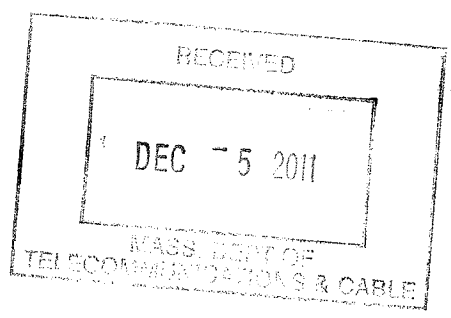


Certificate ID: 10220882#5PK73

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)

**Budget PrePay, Inc.**  
**DTC Docket No. 11-12**  
**Responses to DTC Set 1**  
**December 2, 2011**

**Exhibit 1-28**  
**Public Copy (Redacted)**



**BUDGET PREPAY, INC.**  
**AND SUBSIDIARIES**  
**BOSSIER CITY, LOUISIANA**  
**DECEMBER 31, 2008 AND 2007**

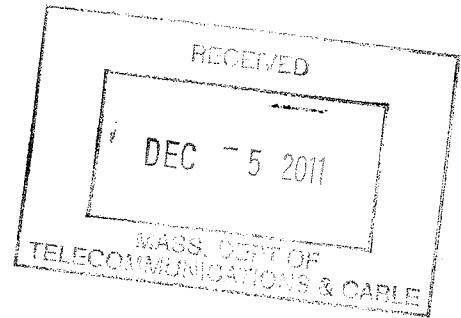
**AUDITED FINANCIAL STATEMENTS**  
**AND OTHER FINANCIAL INFORMATION**

**BUDGET PREPAY, INC.**  
**AND RELATED ENTITIES**  
**BOSSIER CITY, LOUISIANA**  
**DECEMBER 31, 2010 AND 2009**

**AUDITED FINANCIAL STATEMENTS**  
**AND OTHER FINANCIAL INFORMATION**

**Budget PrePay, Inc.**  
**DTC Docket No. 11-12**  
**Responses to DTC Set 1**  
**December 2, 2011**

## Exhibit 1-34



**Budget**

**MOBILE  
LIFELINE**

[Home](#) [My Account](#) [About Us](#) [Contact Us](#)

[LIFELINE](#) | [ELIGIBILITY](#) | [PLANS](#) | [PHONES](#) | [COVERAGE](#) | [QUESTIONS?](#)

## TERMS AND CONDITIONS OF SERVICE

These BUDGET MOBILE Terms and Conditions of Service are a legally binding agreement between you and BUDGET MOBILE. They contain important information about your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. BUDGET MOBILE reserves the right to change or modify any of these BUDGET MOBILE Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these BUDGET MOBILE Terms and Conditions of Service will be binding upon you once posted on the BUDGET MOBILE website at [www.budgetmobile.com](http://www.budgetmobile.com). You should check the BUDGET MOBILE website regularly for updates to these terms.

By enrolling in the BUDGET MOBILE Program (the "BUDGET MOBILE Program" or "BUDGET MOBILE Program") and by using the BUDGET MOBILE service (the "BUDGET MOBILE Service" or "BUDGET MOBILE Service"), you ("You"), the participant, acknowledge and agree to the following terms and conditions:

### BUDGET MOBILE PROGRAM DESCRIPTION

BUDGET MOBILE Service is funded by the Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the BUDGET MOBILE Program, a person must meet certain eligibility requirements set by each state where the BUDGET MOBILE Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the BUDGET MOBILE Program. The BUDGET MOBILE Program allows one (1) enrollment per "household" and only the "head of household" may apply. The BUDGET MOBILE Program permits only one Lifeline benefit per household, therefore, no person currently living in the household may receive Lifeline benefits from any other Lifeline program. Applicants for the BUDGET MOBILE Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form.
- Are a "head of household."
- Do not currently receive lifeline support for a telephone line serving their residential address and no other resident in their household participates in the Lifeline program. If the applicant is already participating in another Lifeline program, then the applicant agrees to cancel their current household Lifeline support provider in order to enroll in the BUDGET MOBILE Program.
- Are not claimed as a dependent on another person's federal or state income tax return.
- Will notify BUDGET MOBILE by calling 1-888-777-4007 if and when they no longer qualify for any of the public assistance programs identified in their application form.
- Will notify BUDGET MOBILE of any change of address by calling 1-888-777-4007.
- Reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief.

Applicants who qualify and are enrolled in the BUDGET MOBILE Program will receive a free cellular phone provided by BUDGET MOBILE together with a free allotment of airtime minutes each month for up to one year. BUDGET MOBILE will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the BUDGET MOBILE Program. The monthly airtime minutes provided by the

BUDGET MOBILE Program will vary from state to state and will be based upon the Plan Option selected. Please call BUDGET MOBILE at 1-888-777-4007 or visit our website at [www.budgetmobile.com](http://www.budgetmobile.com) for further information.

Upon enrollment in the BUDGET MOBILE Program, you will be qualified to participate for up to one (1) year. To continue your enrollment in the BUDGET MOBILE Program after the initial year, you must verify annually that you are qualified for continued enrollment in the BUDGET MOBILE Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the BUDGET MOBILE Program in your state. BUDGET MOBILE will also conduct verification for each state according to its rules. If BUDGET MOBILE determines during its verification, or at any other time, that a customer fails to continue to qualify for the BUDGET MOBILE Program, such customer will immediately be deemed ineligible to participate in the BUDGET MOBILE Program, will be de-enrolled from the BUDGET MOBILE Program and will no longer receive the free monthly minutes. BUDGET MOBILE Customers who are no longer eligible (for any reason) for enrollment in the BUDGET MOBILE Program must immediately notify BUDGET MOBILE that they no longer meet the eligibility requirements for enrollment. A BUDGET MOBILE customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

BUDGET MOBILE reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's BUDGET MOBILE phone for fraud, misrepresentation or other misconduct as determined solely by BUDGET MOBILE. While participating in the BUDGET MOBILE Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or BUDGET MOBILE Service provided to him/her by BUDGET MOBILE. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE BUDGET MOBILE CELLULAR PHONE OR BUDGET MOBILE SERVICE PROVIDED TO YOU BY BUDGET MOBILE. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if BUDGET MOBILE determines, in its sole discretion, that a BUDGET MOBILE customer has violated these prohibitions, BUDGET MOBILE will permanently de-enroll the customer from the BUDGET MOBILE Program, their phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the BUDGET MOBILE Program in the future. If you have any questions, concerns, comments or complaints regarding the BUDGET MOBILE Program or Service, offerings or products, please call BUDGET MOBILE Customer Service at 1-888-777-4007. You may also contact your state's Public Service Commission/Public Utility Commission.

#### **ACTIVATION AND USE OF YOUR BUDGET MOBILE PHONE**

Upon enrollment in the BUDGET MOBILE Program, you will receive a pre-activated BUDGET MOBILE phone delivered to your home address noted in the application. You must accept the BUDGET MOBILE telephone number assigned to your BUDGET MOBILE phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the BUDGET MOBILE Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not BUDGET MOBILE. The number assigned to your BUDGET MOBILE phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your BUDGET MOBILE phone. Your BUDGET MOBILE phone can only be used through BUDGET MOBILE, and cannot be activated with any other wireless or cellular service. BUDGET MOBILE Services are provided at BUDGET MOBILE's discretion. Some functions and features referenced in the Manufacturer's manual provided with your BUDGET MOBILE phone may not be available on your BUDGET MOBILE handset. BUDGET MOBILE may modify or cancel any BUDGET MOBILE Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

#### **AIRTIME RATES, USAGE AND INCLUDED MONTHLY MINUTES**

While you are enrolled in the BUDGET MOBILE Program, you will receive a free monthly allotment of airtime minutes as provided for the BUDGET MOBILE Program approved in your state and the minute Plan that you select. BUDGET MOBILE airtime is issued in minute (or unit) increments. Units are deducted from the BUDGET MOBILE phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance. New BUDGET MOBILE customers must choose a plan upon enrollment. Existing BUDGET MOBILE customers who wish to switch plans may do so at [www.budgetmobile.com](http://www.budgetmobile.com) or by calling 1-888-777-4007.

Airtime minutes will be deducted for all time during which your BUDGET MOBILE phone 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 key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, 611, Customer Service, and to access your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and

accessing the BUDGET MOBILE Web ("WAP"). No credit or refund is given for dropped calls.

### **SERVICE END DATE, DEACTIVATION AND REACTIVATION**

As a BUDGET MOBILE customer, you will receive one year of service days upon your enrollment and activation in the BUDGET MOBILE Program and another 365 service days following each successful annual verification for your continued program eligibility in the BUDGET MOBILE Program. If you fail to complete your annual verification within 120 days of the required verification date, you will be de-enrolled from the BUDGET MOBILE Program. Upon de-enrollment from the BUDGET MOBILE Program, you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available airtime minutes and service days remaining on your phone. You may purchase airtime and service days to keep your phone service active. If you are de-enrolled from the BUDGET MOBILE Program and you allow your remaining service days to expire or go "past due," Your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number.

If your service is deactivated, you may reactivate your service by re-enrolling in the BUDGET MOBILE Program (if eligible) or purchasing and redeeming a BUDGET MOBILE airtime with service days. Upon reactivation of your phone, you may be assigned a new telephone number. If you have been de-enrolled from the BUDGET MOBILE Program but you wish to keep your service active, you must purchase and redeem additional airtime and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the BUDGET MOBILE Program or by purchasing and adding BUDGET MOBILE airtime before your Service End Date.

"No Usage" De-Enrollment and Deactivation: Regardless of the Service End Date displayed on your handset, if you exceed 2 months without any Usage (as defined in this section), you will be de-enrolled from the BUDGET MOBILE Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call, sending or opening a text message, downloading data content, adding airtime or receiving your free monthly airtime. Upon de-enrollment for non-Usage, you will have up to a 30 day grace period to reenroll in the BUDGET MOBILE Program. If you do not re-enroll or call BUDGET MOBILE Customer Service within 30 days of your de-enrollment, your phone service could be deactivated. In order to reactivate your BUDGET MOBILE phone and re-enroll in the BUDGET MOBILE Program, you will need to call BUDGET MOBILE Customer Service. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any airtime for the period of time you were not enrolled in the BUDGET MOBILE Program. (The "No Usage" De-Enrollment and Deactivation policy is applicable in MD and NV.)

### **OUR RIGHT TO TERMINATE YOUR BUDGET MOBILE SERVICE**

You agree not to give away, resell or offer to resell the BUDGET MOBILE Phone or Service provided by the BUDGET MOBILE Program. You also agree your BUDGET MOBILE Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE BUDGET MOBILE PROGRAM 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) allow anyone to tamper with your BUDGET MOBILE Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's specification; or (k) 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., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

### **UNAUTHORIZED USAGE; TAMPERING**

The BUDGET MOBILE handset is provided exclusively for use by you, the end consumer with the BUDGET MOBILE Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your BUDGET MOBILE handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with BUDGET MOBILE. You agree not to unlock, re-flash, tamper with or alter your BUDGET MOBILE phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your BUDGET MOBILE phone or the Service, or assist others in such acts, or to sell and/or export BUDGET MOBILE handsets outside of the United States. These acts violate BUDGET MOBILE's rights and state and federal laws. Improper, illegal or unauthorized use of your BUDGET MOBILE phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. BUDGET MOBILE 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 or sale of your BUDGET

MOBILE phone shall entitle BUDGET MOBILE to recover liquidated damages from you in an amount of not less than \$5,000 per BUDGET MOBILE handset purchased, sold, acquired or used in violation of this agreement. Your BUDGET MOBILE phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by BUDGET MOBILE for which your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

#### **COVERAGE MAPS AND ROAMING**

You will find coverage maps on our website. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. BUDGET MOBILE does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your BUDGET MOBILE phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. There are no additional charges for roaming calls for the BUDGET MOBILE phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

#### **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 anytime, BUDGET MOBILE reserves the right to substitute and/or replace any BUDGET MOBILE E WIRELESS equipment (including handsets) with other BUDGET MOBILE equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular BUDGET MOBILE handset may not be available on your phone. BUDGET MOBILE 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 BUDGET MOBILE, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your BUDGET MOBILE phone outside during a lightning storm. You should also unplug the BUDGET MOBILE phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

#### **DISCLAIMER OF WARRANTIES**

EXCEPT FOR 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.

#### **EMERGENCY CALLS**

BUDGET MOBILE customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone.

#### **LIMITATION OF LIABILITY**

BUDGET MOBILE and BUDGET MOBILE are not liable to you for any direct or 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/or Services. BUDGET MOBILE 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. When your BUDGET MOBILE phone is returned to BUDGET MOBILE for any reason, BUDGET MOBILE is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you

may have stored on your phone or which may remain on your phone.

#### **INDEMINIFICATION**

You agree to indemnify and hold harmless BUDGET MOBILE and BUDGET MOBILE 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 BUDGET MOBILE phone and/or use of the BUDGET MOBILE Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

#### **LIMITED WARRANTY AND EXCHANGE POLICY**

This policy is for all Budget Mobile refurbished handsets

- Budget Mobile refurbished handsets have a warranty of (30) days from the activation date.
- Customer abuse or neglect on handsets voids the warranty. We are not able to credit or accept back handsets that have obvious abuse.
- All returns MUST include handset, battery, battery cover (if applicable), charger and quick guide manual. Missing items voids the warranty or you may receive partial credit.
- Handsets MUST be returned in the original packaging.
- ESN on handsets MUST match the ESN from your account.
- Customer is responsible for any airtime used. NO refunds will be given for additional airtime added.
- Warranty only covers manufacturer's defects and does not cover buyer's remorse.

Budget Mobile is NOT responsible for lost or stolen handsets. Please make sure when returning handset you include your name & current address. Please make sure when returning handset that care is given to shipping and handling of device. Please fill our Budget Mobile Handset Return Form and ship with your handset in a small padded box or padded envelope large enough for all components. Handsets that meet all qualifications will be replaced with "like" or equivalent handsets within (15) business days of the handset being processed.

Return handsets to:

**Budget Mobile Returns**  
**1325 Barksdale Blvd (1st Floor)**  
**Bossier City, LA 71111**

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. Color of phones and models may vary. All talk and standby times are quoted in Digital Mode and are approximate.

#### **PRIVACY POLICY**

[Click here to view the BUDGET MOBILE Privacy Policy](#)