



Hearing, Visual or Speech Impaired Accommodations. Any hearing, visual or speech impaired persons into specially equipped Mobile Device or other available accommodation in compliance with all applicable laws, Wireless at 972-788-8860.

Airtime Expiration: Deactivation. Unused airtime expires 30 days from date of loading. Subscribers using load airtime at least once during any consecutive 60-day period. If no additional airtime is loaded within 30 days, Lifeline Service will be deactivated.

No International Services. International calling through the Service or on the Mobile Device is strictly prohibited. Only domestic calling and other Services as provided to you within the United States. Although attempts to place an international call is attempted and successful on your Mobile Device, your Services will be immediately suspended until you purchase sufficient airtime to cover the fees for the international calls.

Fraudulent Calls. You are responsible for all fraudulent use of your Mobile Device. In the event you discover or reasonably believe fraudulent calls are being made) with your Mobile Device or on your Blue Jay Wireless at 972-788-8860. In the event Blue Jay Wireless discovers fraudulent calls are being made (or re-made), you agree and acknowledge that Blue Jay Wireless may take action to prevent such fraudulent calls or termination of the Services.

Termination. Either party may terminate this Agreement upon notice to the other party. Early termination of Services, you acknowledge and agree that Blue Jay Wireless may reassign the phone number to another Mobile Device.

Acceptable Use: No Resale. You may not use the Services in any way that is illegal, abusive or fraudulent, including SPAM. You may not resell the Services or sell the Mobile Device to a third-party. You may not use the Services for harassing, threatening, abusing, defaming, or slandering any individual or entity. Blue Jay Wireless and its Services are provided for personal use only. Blue Jay Wireless does not provide any information, music, games, text or other material for subscribers to use on a non-commercial basis only. Blue Jay Wireless does not provide any content. Subscribers are solely responsible for engaging in any unauthorized use of data content. Blue Jay Wireless does not provide any generally acceptable data content. However, it is impossible to proof all data content, titles and news articles. Blue Jay Wireless data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive to subscribers or to others. You agree not to hold Blue Jay Wireless responsible or liable for any offensive or

Services Plans and Charges. Service plan descriptions and charges are specified in the Pricing Schedules at our website at [www.bluejaywireless.com](http://www.bluejaywireless.com). You may not be eligible for certain Service plans or pricing. Service may be terminated by posting a revised Pricing Schedule on the Blue Jay Wireless website.

Taxes and Other Fees. Blue Jay Wireless charges state and local sales taxes. You are responsible for payment of any fees, taxes or surcharges that are imposed or authorized by regulatory and governmental entities, including applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges, value-added and other taxes, levies, surcharges, duties, fees, pay-phone service provider compensation to or against Blue Jay Wireless or subscriber because of the Services provided to you, as well as Blue Jay Wireless may indemnify, defend and hold harmless Blue Jay Wireless against any damages, losses, claims or judgments and

or your failure to pay taxes or regulatory fees, including, without limitation, any liens, attachments, fines or fees are subject to change without notice.

Billing and Other Disputes. If you in good faith dispute any portion of any Blue Jay Wireless invoice, you shall provide documentation identifying and substantiating the disputed amount. Billing disputes and written documentation should be sent to Blue Jay Wireless, 4830 or by mail to Blue Jay Wireless, attn: Customer Service, 5010 Addison Circle, Addison, TX 75001. If you do not provide such documentation within 30 days following the date on the applicable invoice, you shall have waived your right to dispute that invoice. If you do dispute an invoice, you shall be credited to your account. Any disputed amounts determined payable by you to Blue Jay Wireless shall be resolved by the resolution of the dispute. Blue Jay Wireless may, without the obligation to arbitrate, seek to recover amounts from you in any court of competent jurisdiction. Otherwise, any dispute arising out of or relating to this Agreement that has not been resolved by the Dispute Resolution below) shall be settled only by binding arbitration, which may be initiated by either party. This arbitration shall be governed by the Arbitration Agreement. If any unauthorized or disputed charge appears on a subscriber's statement for a third-party charge, you shall contact the third-party directly. Third-party contact information is also available by calling Blue Jay Wireless at 972-788-8860.

Refunds. Blue Jay Wireless is not responsible for, nor will the Company refund any lost, stolen, misused, or damaged Mobile Devices, including refill cards. Additional plans purchased must be applied to a subscriber's account. Blue Jay Wireless does not accept returns or provide refunds for any Blue Jay Wireless Additional Minutes Plans. All purchases are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone and whether the wireless phone is used with the subscriber's consent or knowledge. In addition, all monthly charges are non-refundable.

Returns. Mobile Devices purchased or received for free directly from Blue Jay Wireless may be returned for a full refund to the Blue Jay Wireless authorized location within 90 days of activation, provided that, you return the complete Mobile Device with the time of activation with original contents and packaging. Mobile Devices that are visibly damaged will not be eligible for a refund. Please contact Blue Jay Wireless at 972-788-8860 for additional instructions. Blue Jay Wireless provides a 90-day warranty on all Mobile Devices purchased directly from Blue Jay Wireless. Blue Jay Wireless reserves the right to replace Mobile Device models that are out of stock. All Mobile Devices purchased directly from Blue Jay Wireless include a 90-day warranty from Blue Jay Wireless. If you experience a Mobile Device malfunction should call Blue Jay Wireless at 972-788-8860.

Lost or Stolen Equipment. If you lose your Mobile Device or it is stolen, you are responsible for all charges that the Mobile Device has been lost or stolen. To report a lost or stolen Mobile Device, you should contact Blue Jay Wireless immediately. Upon receiving notice of the lost or stolen phone, Blue Jay Wireless will suspend the account immediately. You may reactivate your account with a new Mobile Device. If you do not reactivate a Mobile Device or notify Blue Jay Wireless that you have lost or stolen your Mobile Device within 30 days of the suspension of the account, the account will be terminated and Blue Jay Wireless will assign that Mobile Device to another user.

Wireless Phone Number. Blue Jay Wireless subscribers must accept the number that is assigned to them at the time of activation. If a subscriber desires and is eligible to port a number, they can do so at no cost by contacting Blue Jay Wireless at 972-788-8860. The wireless phone number Blue Jay Wireless provides for your use is and will remain the property of Blue Jay Wireless. You may not port a wireless phone number to another subscriber, without giving notice, if you cancel the Services, or if the account is terminated. Blue Jay Wireless reserves the right to change a wireless number at any time. Blue Jay Wireless may change a wireless number at any time. You may transfer a wireless number prior to the wireless number being reissued to another subscriber. For more information, contact Blue Jay Wireless Customer Service at 972-788-8860.

Transferring a Phone Number From Another Carrier. In some situations, you may transfer an existing telepho your Blue Jay Wireless account to use with your Mobile Device. To switch an existing phone number to Blue Jay Wireless Customer Service at 972-788-8860 and have a bill available from the existing provider. When a wireless carrier to Blue Jay Wireless, the former provider may charge you termination or other fees. Blue Jay termination or other fees imposed by other providers.

Use of Your Subscriber Information. By agreeing to terms and conditions of this Agreement, you also agree to our Privacy Policy ("Privacy Policy"). The Privacy Policy may change from time to time so review it with regularity and check what data we collect about you, how we use this data and with whom we share that data, as well as provide information. Blue Jay Wireless may disclose to law enforcement authorities and governmental agencies any information limited to, your name, account information, account history, or other information.

As the Company provides telecommunications products and Services to you, the Company obtains information regarding configuration, type, location, and destination of telecommunications products and Services you use, as we bill. Any such "Customer Proprietary Network Information" (CPNI) data that Blue Jay Wireless collects from you is subject to Federal Communications Commission regulations and the Blue Jay Wireless Privacy Policy. Under federal law, we have the duty to protect the confidentiality of your CPNI.

Service Interruptions. In the event Blue Jay Wireless determines that it is necessary to interrupt the Service, Services interruption due to system maintenance, Blue Jay Wireless will use reasonable efforts to notify you of such maintenance and will attempt to schedule such maintenance during non-peak hours.

Disclaimer of Warranties. BLUE JAY WIRELESS MAKES NO WARRANTY TO YOU OR ANY OTHER PERSON OR ENTITY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICE HEREUNDER OR DESCRIBED HEREIN OR REGARDING THE MOBILE DEVICE, OR AS TO ANY OTHER MATTER, AND BLUE JAY WIRELESS SHALL HAVE NO LIABILITY THEREFORE. BLUE JAY WIRELESS DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR RESIDE IN A STATE THAT DOES NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS REMEDIES FOR DAMAGES. EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO ALL SUBSCRIBERS. A SUBSCRIBER MAY HAVE OTHER LEGAL RIGHTS.

Limitation of Liability. THE LIABILITY OF BLUE JAY WIRELESS TO YOU FOR CLAIMS THAT YOU HAVE AGAINST BLUE JAY WIRELESS ALLOWABLE BY LAW, IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICES FIRST CHARGED TO YOU NO MORE THAN AN AMOUNT EQUAL TO THE SERVICE CHARGE IN THE MONTH IN WHICH THE CLAIM OR CLAIMS FIRST OCCUR. BLUE JAY WIRELESS SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THE PROVISION OF THE SERVICES, FAILURE TO PROVIDE THE SERVICES, OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCT OR SERVICE.

Indemnification. You agree to indemnify and hold harmless Blue Jay Wireless from any and all liabilities, claims, damages, demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) in connection with the Services or a Mobile Device, whether based in contract or tort (including strict liability) and regardless of whether Blue Jay Wireless was negligent.

Dispute Resolution. In addition to your rights and obligation under the Billing and Other Disputes provision Blue Jay Wireless with any disputes. You agree to contact Blue Jay Wireless with any dispute by calling Blue Jay Wireless at 5010 Addison Circle Addison, TX 75001, Attn: Customer Service or by fax to 972-387- the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. contact you at the last address you have provided or by phone. Blue Jay Wireless agrees to negotiate in good faith. You agree to pay the full amount reflected on the account statement, even while a dispute is being resolved within 30 days after notice of dispute was given, either party may commence a binding arbitration proceeding in accordance with the provision of this Agreement.

Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations hereunder (due) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including war, acts of terrorism, earthquakes, fires, cable cuts, power outage, catastrophic network element failures, strikes, lockouts and labor disputes (individually, each such event a "Force Majeure Event").

Regulatory Requirement. If a regulatory body, or a court of competent jurisdiction, issues a rule, regulation or order materially increasing the cost to provide Services hereunder or canceling, changing, or superseding any material part of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is necessary to comply with such Regulatory Requirement. If the change has a material effect on the Services, Blue Jay Wireless will provide advance notice to you of the change. You may terminate the Services within 30 days of receiving such notice. If you do not terminate the Services within this period, you agree to accept the change.

Compliance With Laws. You shall comply with all laws, statutes, ordinances, codes, regulations and other rules issued by any government authority with respect to its use of the Services.

Assignment. No assignment of this Agreement or any rights or obligations hereunder, by operation of law or otherwise, shall be effective without the prior written consent of Blue Jay Wireless, such consent not to be unreasonably withheld.

No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provisions hereunder shall confer on other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

Notices and Contact Information. You may contact Blue Jay Wireless at: Blue Jay Wireless, 5010 Addison Circle Addison, TX 75001, 8860, Fax: 972-387-4830.

Mandatory, Individual Arbitration of Disputes. Blue Jay Wireless and subscriber agree that any and all disputes, including Billing Disputes and the Dispute Resolution provisions above, will be arbitrated between us, on an individual basis. The arbitrator's decision will be final and binding and may be entered in any court with jurisdiction. The arbitration shall be conducted under the JAMS Comprehensive Arbitration Rules & Procedures, except nothing under this Agreement or the JAMS Procedures will allow you to arbitrate on a class-wide or consolidated basis. As an exception to the obligation to arbitrate, either party may bring such claim in small claims court. Nothing prevents either party from bringing a claim in federal, state, or local government agency.

NO CLASS ACTIONS. TO THE EXTENT ALLOWABLE BY LAW, YOU EXPRESSLY AGREE THAT YOU SHALL NOT, PURSUE CLAIMS OR DISPUTES AGAINST BLUE JAY WIRELESS ON A CLASS-WIDE BASIS (JOIN YOUR CLAIM WITH ANOTHER PARTY OR ENTITY) OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

NO JURY TRIALS. TO THE EXTENT ALLOWABLE BY LAW, EACH PARTY AGREES THAT THEY SHALL NOT SEEK, OR REQUEST, A TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Content and Data Services. Blue Jay Wireless Data Services will allow access to many forms of data content including text, email, or other materials. Some data content that subscribers will access will be from other third-party websites and some of these parties may harm the Mobile Device or its software. Some of this data content may be: (i) offensive, indecent, or otherwise inappropriate; (ii) inaccurate; and (iii) otherwise unsuitable for minors. Subscribers of Blue Jay Wireless Data Services are solely responsible for the content accessed while using the Services and the Company strongly recommends that you monitor data usage and, if necessary, may place restrictions on accessing certain data content, limit the amount of data subscribers can access, or delete data content. Blue Jay Wireless supports the use of data content, but, Blue Jay Wireless makes no representation to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content. Blue Jay Wireless does not have control over the data content provided on a third party's site that reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not responsible for data content requested by subscribers. If a subscriber uses their cell phone to browse the Internet, their cell phone number and other information may be transmitted over the Internet. By activating or using a Blue Jay Wireless phone and/or using the data Services, you acknowledge, understand, accept, and agree they have been notified of such risks.

Third-Party Applications. If you use a third-party application with the Services or your Mobile Device, the application may access or use your personal information and cause Blue Jay Wireless to disclose your information. You authorize Blue Jay Wireless to access or use of the third-party application and agree that the third-party provider, our employees, contractors, and agents may access information on your Mobile Device.

Law Enforcement. Blue Jay Wireless intends to fully comply with the Communications Assistance for Law Enforcement Act and other applicable regulations. By use of the Services, you agree that, if and as required by law enforcement entities, Blue Jay Wireless may monitor, and otherwise disclose the nature and content of communications transmitted through the Services, without further notice or liability.

Entire Understanding: Severability and Survival. This Agreement, together with any appendices, addenda, amendments, and exhibits attached hereto, all of which are incorporated by reference, sets forth the entire understanding between you and Blue Jay Wireless regarding the transactions contemplated hereby. Any and all previous agreements and understandings between you and Blue Jay Wireless, in whole or in part, hereof, whether written or oral, are superseded by this Agreement. If any part of the Agreement is held to be unenforceable, the Agreement remains in full force and effect. The rights, obligations and commitments under this Agreement shall continue after the termination of the Agreement, including dispute resolution, limitation of liability, no class action, and arbitration, shall survive the termination of the Services.

Order of Precedence. Unless expressly provided otherwise in a Service order, in the event of conflict among the terms of this Agreement, the order of priority shall be: (i) any publicly filed tariff governing the Service (or a successor document in effect at the time of the Service order) and (iii) attachments (including online policies). If there is a direct conflict between the additional terms re-

Part 2 of this Agreement, for Lifeline Services Subscribers, the Part 2 terms will prevail over the Part 1 terms of such terms.

## Part 2: Terms and Information Related to Lifeline Services

Lifeline Program. Lifeline is a government assistance program that is supported by the federal Universal Service Administrative Company. In addition to the terms and conditions in Part 1 of this Agreement, the terms and conditions apply to Lifeline Services.

The Lifeline program provides discounts on monthly telephone service for eligible consumers. An eligible consumer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection for the purposes of the Lifeline program, as any individual or group of individuals who live together at the same address ("Household"). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of these terms constitutes a violation of the Federal Communications Commission's rules and will result in the applicant's loss of a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, or other penalties.

You may qualify for the Lifeline Services if you meet certain state and federal eligibility requirements. The requirements vary by the particular state where you reside. These state and federal eligibility requirements include program based eligibility. To complete the Blue Jay Wireless application, in which your consent is required and obtained to release required information, if necessary, to a designated representative as required for the administration of the Lifeline Services, you must agree to the termination of this Agreement. Blue Jay Wireless reserves the right to review any of your continued eligibility. Blue Jay Wireless may require that you provide Blue Jay Wireless with written documentation of either your Household income or federal program. If you or any member of your Household participates in a Lifeline program with another provider that you or the other member of your Household has been approved for a Blue Jay Wireless Lifeline service with the other provider. Notice to terminate service from any other provider's Lifeline program is required to receive service in the Blue Jay Wireless Lifeline program.

Program Based Eligibility. To be eligible for Blue Jay Wireless Lifeline Services, a subscriber must meet the terms of this Agreement, which may be amended by Blue Jay Wireless from time to time. Program based eligibility criteria. Blue Jay Wireless subscribers are eligible to receive Lifeline discounts, under the program based eligibility criteria, in the following programs:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)

National School Lunch Program's free lunch program  
Vocational Rehabilitation (including aid to the hearing impaired)  
Oklahoma Sales Tax Relief

For subscribers residing on Tribal lands, the following programs also apply:

Food Distribution Program on Indian Reservations (FDPIR)  
Bureau of Indian Affairs General Assistance (BIA)  
Tribally Administered TANF  
Head Start (meeting income qualifying standards) (Tribal)

Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of bene program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program pa consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid another official document evidencing the consumer's participation in a qualifying state, federal or Tribal p

Income Based Eligibility. You are eligible to receive Lifeline discounts, under the income based eligibility c income is at or below 135% of the Federal Poverty Guidelines. An income worksheet containing the Federa enrollment. Acceptable documentation of income eligibility includes the prior year's state, federal, or Trib an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statemen of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice let a divorce decree, child support award, or other official document containing income information for at leas

Non-Transferable and Non-Assignable. Eligibility for Blue Jay Wireless Lifeline Services is personal and rel Services subscribers may not transfer to any third party, including a third party that is eligible for Lifeline s benefits received under the Blue Jay Wireless Lifeline Services, including, but not limited to, any voice minu Lifeline Services. Similarly, subscribers may not assign their rights or delegate any of their duties under th consent of Blue Jay Wireless, and any attempted assignment or delegation without such consent shall be v

Usage Policy. At or before 60 days of non-use, Blue Jay Wireless will provide notice to the subscriber that -day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an o the Company to add to the subscriber's plan; (3) answering an incoming call from a party other than Blue J contact from Blue Jay Wireless and confirming that the subscriber wants to continue receiving the service. notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a Company.

Blue Jay Wireless Lifeline Program Restrictions. Subscribers applying for Blue Jay Wireless Lifeline Services conditions below apply (but not limited to):

Applicant has read and understands the disclosures listed in the Lifeline Service Application and Certific  
Applicant certifies that to the best of their knowledge, applicant's Household is not already receiving a



Lifeline service is limited to one connection per Household;

The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline service eligibility if required;

If the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on

Applicant will be required to provide the last four digits of the applicant's Social Security Number (or Tr

Applicant has read and understands the disclosures listed in the Certification form regarding activation

Applicant authorizes Blue Jay Wireless to access any records required to verify application statements o applicants' eligibility for the Lifeline program;

Applicant authorizes Blue Jay Wireless to release any records required for the administration of the Lifel and address), including to the Universal Service Administrative Company, to be used in a Lifeline databa of the Lifeline Program. Failure to consent will result in denial of the Lifeline Services;

Applicant will notify Blue Jay Wireless within 30 days if for any reason he or she no longer satisfies the c including, as relevant, if applicant no longer meets the income-based or program-based eligibility crite one Lifeline benefit, or another member of applicant's household is receiving a Lifeline benefit. Applica subject to penalties if he or she fails to follow this requirement;

Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);

Applicant's address listed on the Certification form is the applicant's primary residence, not a second h

If applicant moves to a new address, applicant will provide that new address to Blue Jay Wireless within

If applicant provides a temporary residential address to Blue Jay Wireless, applicant will verify his or her 90days;

Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is pur

Applicant acknowledges that he or she may be required to re-certify continued eligibility for Lifeline at continued eligibility within 30 days will result in de-enrollment and the termination of applicant's Lifeli

The information contained in the applicant's Certification form is true and correct to the best of applica

If applicant participates in another Lifeline program at the same time he or she is applying for Blue Jay \ cancel Lifeline service with the other provider; and

Applicant affirms he or she is at least 18 years old.

Annual Recertification, Verification, or Termination of The Lifeline Program. Subscribers participating in th required to re-certify, on an annual basis, their qualification to continue to participate in the Lifeline progr federal recertification or verification requirements.

Blue Jay Wireless reserves the right to determine, at its sole discretion, if a subscriber meets the annual rec if the subscriber fails to re-qualify for the Lifeline Services. If Blue Jay Wireless is unable to recertify or ver subscriber will be deemed ineligible to further participate in Blue Jay Wireless Lifeline program plans. If th after de-enrollment from the Lifeline program, the subscriber's free or discounted minute plan will be disc option to choose from any of the then available prepaid plans under the applicable terms and conditions fr

Blue Jay Wireless reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud or violation of any state or federal authority. Blue Jay Wireless subscribers have the ability to de-enroll from the Lifeline program. A subscriber who chooses to de-enroll from the Lifeline program can make this request by calling the Company's customer service number or submitting any documents. The Company will de-enroll the subscriber within 5 business days. Upon de-enrollment, subscribers will no longer receive free minutes each month and will be required to re-qualify for Lifeline service if they choose to re-enroll in the Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to the Company's Customer Service Department, 5010 Addison Circle, Addison, TX 75001 or by fax to 972-387-4830.

ETC Service Areas. Blue Jay Wireless Lifeline programs are only available for activation by subscribers who have been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's address must be within a Blue Jay Wireless ETC service area. Subscribers should visit [www.bluejaywireless.com](http://www.bluejaywireless.com) to view the Blue Jay Wireless ETC service area.

Mobile Devices. All handset models provided to Lifeline subscribers are selected at the sole discretion of Blue Jay Wireless.

## Service Plans and Pricing Schedules

### Blue Jay Wireless Service Rates

Airtime is valued at \$0.10 per minute of use. Airtime charges apply to standard voice usage calls for both Blue Jay Wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next full minute. Credits will not be given for dropped calls. Any unused airtime that expires at the termination of the Services. Roaming charges do not apply. Roaming occurs when a subscriber makes or receives a call outside their calling area. Blue Jay Wireless does not provide any guarantees as to the availability or quality of the Services. A Blue Jay Wireless subscriber must have airtime minutes available to make or receive a call. Blue Jay Wireless handssets are provided at no charge. Airtime minutes available on the subscriber's account. If you run out of your allotted airtime, you may purchase additional airtime on your account.

### Blue Jay Wireless Monthly Lifeline Service Plans

The Company's basic non-Tribal and Tribal Lifeline programs are:

**Lifeline Free Plan 125.** Each month the customer will receive 125 free anytime voice minutes. Text messages are limited to 100 per text message for sending and 1 minute per text message for receiving text messages. Unused minutes in the Lifeline Free Plan 125 are available in all states where the Company offers Lifeline service except in Tribal areas.

**Lifeline Free Plan 250.** Each month the customer will receive 250 free anytime voice minutes. Text messages are limited to 100 per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes. Unused minutes will expire each month on the service expiration date. This plan is available in all states where the Company offers Lifeline service except in Tribal areas.

Lifeline customers can add \$5.00 per month to get 500 total anytime minutes or \$20.00 per month to get texts.

**Tribal Resident Lifeline 1000 Plan.** Each month the subscriber will receive 1,000 anytime voice minutes a month plus fees and taxes. Text messaging will be assessed at a rate of 1 minute per text message for sending and receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month. You must use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance to use Additional Minutes Plans below), you may not use your Mobile Device to make or receive voice calls or messages until the start of the next monthly cycle.

**Tribal Resident Lifeline Unlimited Plan.** Each month the subscriber will receive unlimited anytime voice minutes and taxes. Text messaging will not be available with the unlimited talk plan. There are no rollover minutes.

All Lifeline plans include a free handset, free calls to 911 Emergency Services, free calls to Blue Jay Wireless, free Caller ID, free Call Waiting, free Three-Way Calling, free Voicemail, and free domestic long distance calls. Blue Jay Wireless will display the subscriber's billing name and their wireless number when placing outbound calls. Blue Jay Wireless does not display the name and number when making outbound calls.

### **Blue Jay Wireless Additional Minutes Plans**

Blue Jay Wireless will make available Additional Minutes Plans ("Additional Minutes Plans"). Please visit the [www.bluejaywireless.com](http://www.bluejaywireless.com) for the current rates for Additional Minutes Plans. Unused minutes and message credits will expire at the end of the billing period and may not be used in subsequent months. If subscribers use all of their monthly voice minutes at the end of a billing cycle and they add an Additional Minutes Plan to their account, they will be charged based on the Additional Minutes Plan they add and messages. Even if you have an Additional Minutes Plan, if you use all your minutes included in the plan at the end of a billing cycle or send receive messages, except to place 911 calls, until you purchase another Additional Minutes Plan or add minutes to your account.

Subscribers may add an Additional Minutes Plan to their Blue Jay Wireless account by using one of following methods: adding an Additional Minutes Plan to their account by paying by credit/debit card, or by buying an Additional Minutes Plan at a retail location. Blue Jay Wireless Additional Minutes Plans come in increments of \$5.00, \$10.00, and \$20.00. Payments may be transferred or applied to any other wireless service or account.

### **Non-Lifeline Plan**

The Company's basic non-Lifeline programs are:

**125 Anytime Minutes with Rollover Plan.** Each month the customer will receive 125 anytime voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving. Unused minutes will rollover from month to month.

**250 Anytime Minutes Plan.** Each month the customer will receive 250 anytime voice minutes by paying \$5.00 per month. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving. Unused minutes will expire each month on the service expiration date.

**500 Anytime Minutes Plan.** Each month the customer will receive 500 anytime voice minutes by paying \$1 will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving minutes with this plan. Unused minutes will expire each month on the service expiration date.

**1000 Anytime Minutes Plan.** Each month the customer will receive 1000 anytime voice minutes by paying will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving minutes with this plan. Unused minutes will expire each month on the service expiration date.

**Unlimited Anytime Minutes Plan.** Each month the customer will receive unlimited anytime voice minutes for free. Text messaging will not be available with the unlimited talk plan. There are no rollover minutes with this plan.

**Unlimited Anytime Minutes, Text & Data Plan.** Each month the customer will receive unlimited anytime voice minutes for free. Text messaging will not be available with the unlimited talk plan. There are no rollover minutes with this plan as minutes are unlimited. The plan costs \$49.25 per month plus fees and taxes.

All plans include basic calling features such as caller ID, call waiting, three-way calling and call forwarding.

### **Blue Jay Wireless Text Messaging Rates**

A Blue Jay Wireless subscriber can send and receive domestic text messages of up to 160 characters, including attachments. The number of messages a device can receive may depend on the wireless handset capabilities. Standard message rate applies to all text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle, unless the monthly plan specifically allows carry over messages. Lifeline subscribers are not eligible for an allotment of minutes to send and/or receive text messages. Text messages sent to subscribers by Blue Jay Wireless will vary depending upon the plan. The standard rate to send or receive a domestic text message will vary depending upon the plan. The standard rate to send or receive a domestic text message is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Additional charges may include incremental minute rates per text messages sent or received. If subscribers have used all of their minutes, they may need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages.

Each domestic text will be deducted from the available messages in the Lifeline free or discounted minute plan. Unused messages will expire at the end of the monthly subscription cycle. Lifeline or Additional Minutes Plans. Any unused messages will expire at the end of the monthly subscription cycle, unless the plan includes rollover minutes. If a subscriber uses all the minutes, they may need to purchase and redeem additional airtime minutes. If a subscriber uses all the minutes, they may need to pay the monthly fee for the Blue Jay Wireless Additional Minutes Plan, the subscriber will not receive their minutes with their plan. Subscriber messaging plans do not include international text or picture messaging. Blue Jay Wireless does not support picture messages. Attempting to send international messages could result in deactivation of service and, as applicable, a charge for international service. Lifeline program.

### **Blue Jay Wireless Data Service Rates**

For those Lifeline and non-Lifeline subscribers choosing to upgrade to a smartphone, data can be added to the plan. The price for data is \$10 per megabyte, a price that can be reduced on a "per megabyte" basis when the subscriber purchases multiple megabytes. Subscribers may purchase a Data Subscription allocation necessary to access the mobile internet in the following rates):

### **Data Subscription Rates**

1. \$5.00 for 50MB
2. \$10.00 for 100MB
3. \$20.00 for 250MB

Data usage will be deducted from the available data allocation in the purchased Data Subscription. Unused Subscription period and may not be used in subsequent months. If a subscriber uses their allocation of data they will be required to add an additional Data Subscription in order to access data or the mobile internet. fee for the Data Subscription that the you selected previously.

Subscribers may terminate their Subscription or switch to another Data Subscription by contacting Blue Jay responsible for all data activity from and to their wireless phone, regardless of who initiates the activity. Blue Jay will suspend, limit, or terminate a subscriber's account without notice for any misuse or use that adversely impacts service. Blue Jay will not provide free access to data content.

### **Blue Jay Wireless Directory Assistance, Additional Charges and Services**

Directory assistance calls (411) do have an additional charge, however, they will count as airtime minutes and are not available to Blue Jay Wireless subscribers. Blue Jay Wireless will block any calls to 1-900, 1-976, international services. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. Blue Jay Wireless subscribers can make or receive domestic long distance calls inside the United States as long as coverage is available. Blue Jay Wireless subscribers using the Services. Blue Jay Wireless subscriber Mobile Devices do not provide rate information for calls or messages.

### **Number Change**

Subscribers can switch wireless numbers for an additional fee. To make this change, subscribers should contact Blue Jay Wireless to switch their wireless phone number. A charge of \$15.00 may apply to number change requests.

### **Sales Taxes**

Sales taxes apply and are not included in the cost of the Services.

### **Additional Information**

Please contact Blue Jay Wireless at 972-788-8860, or visit our website at [www.bluejaywireless.com](http://www.bluejaywireless.com), for additional information or any questions about the Services. Calls to Blue Jay Wireless may be monitored and/or recorded for quality assurance.

## Contact Us

Blue Jay Wireless  
5010 Addison Circle  
Addison, TX 75001  
Customer Service: (855) 425-8529  
Corporate: (972) 788-8860  
Fax: (972) 387-4830  
[service@bluejaywireless.com](mailto:service@bluejaywireless.com)

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