

# Law Offices of Bradford M. Stern, LLC

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November 19, 2012

**Via eFiling and First Class Mail**

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
400 North Street, Keystone Bldg., 2<sup>nd</sup> Fl.  
Room N201  
Harrisburg, PA 17105-3265

**Re: I/M/O a Petition by TAG Mobile, LLC for Designation as an Eligible  
Telecommunications Carrier in the Commonwealth of Pennsylvania for the  
Limited Purpose of Offering Lifeline and Link-Up Services to Qualified  
Households  
Docket No. P-2011-2241542**

Dear Secretary Chiavetta:

On behalf of TAG Mobile, LLC, enclosed please find the filed original copy of its Third Supplement to the above-captioned Petition. An electronic copy has been filed through the Commission's eFiling portal.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,



Bradford M. Stern

Enclosures

cc: Certificate of Service  
David Screven (via e-mail)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In the Matter of a Petition by TAG Mobile, LLC )  
For Designation as an )  
Eligible Telecommunications Carrier in the ) Docket No. P-2011-2241542  
Commonwealth of Pennsylvania for the )  
Limited Purpose of Offering Lifeline and )  
Link-Up Services to Qualified Households )**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19th day of November 2012, copies of the attached Third Supplement to Petition have been served upon the persons or organizations listed below via First Class U.S. Mail in accordance with the requirements of 52 Pa. Code Sections 1.54 and 1.55.

Barrett C. Sheridan  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1921

Johnnie E. Simms, Esq.  
Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

William R. Lloyd, Jr.  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101



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Bradford M. Stern

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**THIRD SUPPLEMENT**

**TO**

**PETITION OF TAG MOBILE, LLC FOR DESIGNATION AS AN ELIGIBLE  
TELECOMMUNICATIONS CARRIER  
IN THE COMMONWEALTH OF PENNSYLVANIA FOR THE LIMITED PURPOSE OF  
OFFERING LIFELINE AND LINK-UP SERVICES TO QUALIFIED HOUSEHOLDS**

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*Counsel for TAG Mobile, LLC*

November 19, 2012

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TAG Mobile, LLC (“TAG Mobile” or the “Company”), by its undersigned counsel, hereby submits to the record of proceeding this verified Third Supplement (“Third Supplement”) to its above-captioned Petition.<sup>1</sup> This Third Supplement is filed in order to submit to the record in this proceeding TAG Mobile’s Responses to Commission Staff Data Requests dated November 16, 2012, attached hereto as Attachment 1.

All aspects of the Company’s Prior Filings in this case that are not the subject of or are not superseded, revised, expanded or modified by this Third Supplement, remain as they are stated in the Company’s prior filings, and remain committed to by the Company.

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<sup>1</sup> TAG Mobile has previously filed its Petition in this proceeding on May 13, 2011, a Supplement to Petition on August 17, 2011, Reply Comments on September 22, 2011, a Second Supplement to Petition on April 5, 2012, its FCC-approved Compliance Plan on August 10, 2012, and financial information under a Motion for Protective Order dated September 21, 2012 (collectively, “Prior Filings”).

## CONCLUSION

Having demonstrated that TAG Mobile satisfies the conditions necessary for designation as an ETC in the Commonwealth of Pennsylvania, and having shown that the public and universal service interests of the telecommunications consumers of the Commonwealth will be properly served, TAG Mobile respectfully requests that the Commission designate TAG Mobile as an ETC for the provision of low income support on a wireless basis in the Commonwealth of Pennsylvania.

Respectfully submitted,

**TAG MOBILE, LLC**



By: \_\_\_\_\_

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**ATTACHMENT 1**

**TAG Mobile, LLC Responses to Commission Staff Data Requests**

**I/M/O a Petition by TAG Mobile, LLC for Designation as an Eligible  
Telecommunications Carrier in the Commonwealth of Pennsylvania for the Limited  
Purpose of Offering Lifeline and Link-Up Services to Qualified Households  
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**Responses of TAG Mobile, LLC to Commission Staff Data Requests  
November 16, 2012**

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**1. Are the details in the FCC approved TAG Compliance Plan dated 7/26/12, the TAG offerings and petition supplement to Pennsylvania eligible lifeline customers in addition to the offerings in the original TAG ETC petition?**

The details of TAG Mobile's current Lifeline offerings in Pennsylvania, as described in its approved Compliance Plan, and to the extent updated from its original Petition and Supplement to Petition filed with the Commission, are as follows:

TAG Mobile will offer qualified Pennsylvania consumers a choice of two TAG Mobile Lifeline Service Plans (the "Plans"). Under the Plans, qualified Lifeline customers who reside in the Commonwealth will be provided with the following free anytime local and long distance minutes and a free 911/E911 compliant handset:

- 1) 150 units with full rollover where 1 minute equals 1 unit and 1 text equals 1 unit, or;
- 2) 250 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit.

In addition, TAG Mobile affords qualified Lifeline customers the option of applying a \$10.00 Lifeline discount to any of TAG Mobile's Lifeline support eligible service offerings (except as stated below), to include its Wireless Landline Replacement product's pre-paid minute plans that may or may not include data services. The Lifeline discount of TAG Mobile's other eligible service offerings does not provide the application of the Lifeline discount to equipment (handsets, laptops, landline replacement device, smart phones). The discount only applies to the eligible service minute packages. When applying the Lifeline discount to these expanded service offerings, the purchase of additional equipment may be required, such as the Wireless Terminal Device or a data capable handset. In the alternative, if the customer already owns equipment that is compatible with TAG Mobile's network, such equipment can be utilized with these enhanced service offerings provided it meets TAG Mobile's minimum specifications with respect to 911/E911 compliancy.

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Lifeline customers can purchase additional bundles of minutes, referred to in TAG Mobile's general terms and conditions as Replenishment plans. TAG Mobile's Replenishment plans are available in 30 day increments, and include text messaging and data service. Customers who do not have data capable handsets, such as those included with the Plans, will not have access to data services purchased as a component of these Replenishment plans. TAG Mobile's Replenishment plans may also be purchased as standalone pre-paid service plans. TAG Mobile's Service Plan offerings<sup>1</sup> are as follows:

- Basic Service Plan – 250 minutes, text not included (decrements at 1/1) for \$12.75 (This plan is already available to Lifeline customers as one of the two available TAG Mobile Lifeline Service Plans with free monthly local and long distance minutes – see above; thus, a Lifeline customer wouldn't purchase this plan)
- 30 Day Plan 1 – 100 minutes, up to 200 text messages & 5MB data<sup>2</sup> for \$7.00 (Lifeline customers can only use this plan for top up/replenishments and the Lifeline discount cannot be applied to this plan)
- 30 Day Plan 2 – 500 minutes, up to 1000 text messages & 20MB data for \$20.00
- 30 Day Plan 3 – 1000 minutes, up to 1200 text messages & 30MB data for \$30.00
- Unlimited Talk & Text – 30 day term – for \$39.00

These Service plans, available as standalone pre-paid plans or as Replenishment or “top-up” minutes, are available for purchase at TAG's retail locations and on its website. All low-income universal service support will be used to allow TAG Mobile to provide the Plans with no monthly recurring charge, or provide a Lifeline discount on available service plan offerings, thus ensuring that Lifeline consumers receive the full benefit of the universal service support funding for which TAG Mobile will seek reimbursement. TAG Mobile will not deduct airtime minutes for calls by Lifeline customers, with service addresses for Lifeline service in the Commonwealth, to TAG Mobile's Customer Service (via 611 or other designated toll-free access dialing) and calls from TAG Mobile's Customer Service to such Lifeline customers to address billing, customer care and customer service issues.

All TAG Mobile wireless plans also include the following custom calling features at no additional charge:

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<sup>1</sup> All TAG Service Plan offerings are available for use with the Wireless Terminal Device as part of the Wireless Land Line Replacement product, however, the text and data capabilities are not available with this product.

<sup>2</sup> Available on phones with data capabilities.

- (1) Caller ID;
- (2) Call Waiting;
- (3) Call Forwarding;
- (4) 3-Way Calling; and
- (5) Voicemail.

Under TAG Mobile's proposed Plans, each eligible wireless customer will receive a 911/E911 compliant handset. Wireless handsets will be delivered at no charge to qualifying Lifeline customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline. TAG Mobile will not assess Lifeline subscribers an activation fee to enroll in TAG Mobile's Lifeline Plans.

In addition, TAG attaches copy of its current Service Agreement, which provides further details.

**2. Explain in detail how TAG will comply with Pennsylvania's Lifeline requirements.**

As stated in its Petition, TAG Mobile has committed to complying with the Commonwealth's Lifeline requirements, per Act 183 of 2004 and the Commission's implementing orders.<sup>3</sup> Specifically, TAG Mobile committed to:

- providing its prepaid Lifeline services to all eligible telecommunications customers who wish to subscribe to such services and who reside in TAG Mobile's service area;
- permitting eligible customers to subscribe to any number of its other telecommunications services at the standard rates for such services;
- establish protocols, consistent with all federal and state rules, so that, whenever a prospective customer in the Commonwealth seeks to subscribe to TAG Mobile's service, TAG Mobile will explicitly advise the customer of the availability of Lifeline service and make reasonable efforts to determine whether the customer wishes to subscribe to the service;
- informing existing customers of the availability of Lifeline service twice annually by text or e-mail message;
- providing the Commission's Bureau of Consumer Services ("BCS") and the Commonwealth's Department of Public Welfare ("DPW") with its Lifeline service description forms, contact telephone and listing of the

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<sup>3</sup> *In Re: Lifeline and Link-Up Programs*, Docket No. M-0051871 (May 23, 2005), as amended by Amended Order entered January 29, 2008; *Final Policy Statement on Commonwealth of Pennsylvania's Guidelines for Designation and Annual Recertification of Eligible Telecommunications Carriers*, Docket No. M-2010-2164741 (August 2, 2010); *Section 3015(f) Review Regarding Lifeline Tracking Report, Accident Report, and Service Outage Report*, 100 Pa.P.U.C. 553 (December 30, 2005).

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- geographic area or areas it serves for use by DPW in providing notification required under Section 3019(f)(5);
  - having consumer Lifeline related complaints, excluding rates and entry issues, which are unresolved by TAG Mobile customer service staff, be handled by the BCS, including provision of notice to consumers of their right to contact BCS, with Commission contact information, for handling of such complaints; and
  - submitting annual Lifeline Verification Survey results and quarterly USAC filings (Form 497).

Consistent with the Commission's requirements and with the FCC's regulatory requirements, TAG Mobile will access electronic databases made available in the Commonwealth for reliable and timely determination of subscriber eligibility on a program-eligibility or income-eligibility basis, whether through the DPW or another Commonwealth agency. Otherwise, TAG Mobile will verify consumer Lifeline eligibility in accordance with the FCC's rules and as described in TAG Mobile's Compliance Plan.

Other provisions of the Commission's implementing orders regarding Lifeline service are now required or modified by FCC rules (e.g., the National School Lunch program is a Lifeline qualifying program, elimination of statistically valid random sampling for continued verification of eligibility for Lifeline), or are not applicable to TAG Mobile as a prepaid wireless carrier (e.g., Lifeline bill inserts or bill message developed in concert with the Pennsylvania Telephone Association, and filing of tariff provisions with the Commission in connection with Lifeline services).

In support of the foregoing addition, TAG Mobile has a dedicated Regulatory and Compliance team that will ensure all Commonwealth specific rules and regulations are adhered to by TAG Mobile and timely response to any inquiries by Commission Staff.

**3. Is TAG willing to:**

**a. Petition the PA Commission prior to making any future change to reduce the basic lifeline services offered by TAG?**

Yes. TAG agrees to petition the Commission for any future change to TAG's basic Lifeline service offering which represents a limitation or reduction of Lifeline services/equipment provided free of charge.

**b. Petition the PA Commission for renewal of its ETC designation status in the event of a change in TAG corporate control?**

Yes.

**c. Provide BCS with a copy of its annual Lifeline Verification Survey results by 8/31 of each year?**

Yes.

**d. Provide BCS with a copy of form 497 filed with USAC quarterly?**

Yes.

**e. Provide BCS with copies of advertising and outreach materials?**

Yes, on annual basis or otherwise on a reasonable interval as required by the Commission. Copy of PA-specific form of advertising is attached.

**f. Provide customers with information that BCS is available to assist in the resolution of lifeline consumer complaints?**

Yes.

**4. Are customers charged an activation fee?**

TAG Mobile does not charge its Lifeline customers an activation fee.

**5. Now that the FCC no longer reimburses Link-Up/activation fees, how will the company handle the charges, if any, to the customers?**

This is not applicable as TAG Mobile does not charge its Lifeline customers an activation fee.

**6. Is there a cost or are minutes deducted from the customer's allotted minutes when the customer contacts the company's customer care via their handset?**

No.

**7. Are the handsets provided to the customers under warranty?**

TAG Mobile offers a Limited 90-day Warranty on handsets provided free to Lifeline customers, with a Full Warranty in effect for the first 10 business days following customer receipt of the equipment. Specifically, TAG Mobile Lifeline handsets will be replaced free of charge up to 10 business days following customer receipt for any reason. After 10 business days, TAG Mobile assesses a \$20 replacement fee for lost or stolen handsets provided free with the standard Lifeline Plans. Free Lifeline phones that are found to be defective after the initial 10 business days may also be replaced free of charge, with the exception of damage or defect resulting from misuse or abuse of the equipment.

**8. If so, what are the details of the warranty?**

Please see response to item #7 above.

**9. Is the warranty given to the customer at the time the customer receives the phone?**

Yes. Please see response to item #7 above for more detailed information.

**10. What process will the customer have to use to utilize the warranty for replacement or repair of the phone?**

Typically customers contact TAG Mobile's Customer Service to resolve issues related to handset functionality or to request replacement of a defective, damaged, lost, stolen, or otherwise unusable handset. In such an event, the customer care representative walks the customer through various trouble shooting exercises to determine if the issue could be resolved over the phone or if the handset requires replacement. If it is determined that the handset requires replacement, the customer care representative will send a replacement phone via UPS with a pre-addressed postage paid label for the return of the old handset. On rare occasions customers are unable to contact Customer Service to resolve handset issues and as an alternative they will return their handset to TAG Mobile via mail, usually with written correspondence describing the functionality issue they are experiencing. In these situations, TAG Mobile technical personnel attempt to diagnose and repair the issue and will then return the repaired phone to the customer via UPS. If the issue is unable to be resolved with the original handset, a replacement handset will be delivered to the customer in the same manner, provided there is no evidence of abuse or misuse of the device and they are within the 90-day Limited Warranty period.

**11. Will customers be able to purchase additional minutes for their phone?**

Yes.

**12. If applicable, which outlets, specifically, will customer be able to purchase increased minutes or cards replenishment cards?**

Replenishment minutes are available for purchase via the internet at [www.tagmobile.com](http://www.tagmobile.com), via customer service at 1 (866) 959-4918, at their local

independent dealer location or through the purchase of PIN Reload cards available at our affiliated retail outlets which include but are not limited to Dollar General, CVS, Walgreens, Murphy USA and RadioShack among others.

**13. What arrangements has TAG made to ensure that those outlets are constantly stocked and that the replenishment cards are always available to subscribers? Please be specific in the explanation.**

TAG Mobile has partnered with replenishment card providers Airfair Wireless and Ready Mobile to afford our Lifeline customers the ability to have easy access to a variety of replenishment minute plans. These replenishment card providers were specifically chosen for their existing relationships with a large number of national retail chains and proven ability to maintain stock at these retail outlets.

**14. Can a customer use check, cash or credit card to pay for additional minutes?**

Additional minutes may be purchased with either cash or credit/debit cards at any local dealer location and all affiliated retail outlets. Further, customers may purchase via TAG Mobile's website or TAG Mobile customer service with a credit/debit card. TAG Mobile is unable to ascertain with any certainty that all local dealers and affiliated retail outlets will accept personal checks, however it is TAG Mobile's belief and understanding that the vast majority, if not all, of these establishments do accept checks.

**15. Are TAG customers billed at any time for services?**

TAG Mobile Lifeline customers in Pennsylvania are not assessed any additional fees or charges in conjunction with their TAG Mobile Lifeline Service Plans (described in response to Question 1) In the event that a Lifeline customer desires to purchase additional minutes or other ancillary services in conjunction with their Lifeline service, such as international long distance calling services, the related fees and/or charges for those purchases are either pre-paid in advance to TAG Mobile (if provided by TAG Mobile) or billed separately to the customer by the customer's third party service provider, which in many instances is the case with international long distance calling services.

**16. What is TAG's billing method?**

TAG Mobile Lifeline customers in Pennsylvania are not assessed any additional fees or charges in conjunction with their TAG Mobile Lifeline Service Plans (described in response to Question 1). All other additional or ancillary services are pre-paid, and as a result, TAG Mobile does not engage in any post paid billing methods.

**17. If TAG uses paper billing, is the company willing to agree to follow the regulations set forth by the PUC?**

TAG Mobile does not use paper billing. Please see responses to # 15 and #16 above.

**18. Are customers advised of the billing method prior to establishing an account with TAG?**

Not applicable. Please see responses to #15 and #16 above.

**19. If customers have service complaints, what are their options?**

Customers are encouraged to contact either their local agent or TAG Mobile's Customer Care Center to resolve any issues they have with respect to their wireless service with TAG Mobile. If the customer chooses to work through their local agent to resolve an issue, TAG Mobile's Agent Relations specialists are available to assist the agent with resolving the customer's issue or complaint.

**20. How will their complaints be handled by the company?**

TAG Mobile makes every effort to address each customer's issues with a one call resolution. In certain circumstances call escalation is required in order to resolve a customer's issue or complaint, and trained supervisory personnel are available to take any such escalated calls.

**21. Is there a customer complaint number and contact person?**

TAG Mobile's toll-free number for customers to use to register complaints is 1-866-959-4918. Depending on the nature of the issue or complaint and level of escalation, customer calls will be handled by the appropriate Customer Service Tier. As such, there is no one stop customer complaint resolution contact person. Customer complaints may be escalated all the way up to senior corporate management if necessary. If the complaint or stated issue cannot be resolved to the customer's satisfaction upon escalation, the customer will be advised that they may contact the BCS to assist in resolving Lifeline consumer service complaints (excluding rates and entry issues); the customer will be advised of the PUC's consumer complaint number (800-692-7380) and the hours that the PUC's phones are manned (8:00 am to 4:15 pm Monday through Friday, Eastern).

PUC Staff should contact the TAG Mobile employee identified in the response to Question 29 in connection with customer complaints or issues brought to PUC Staff's attention.

**22. How will TAG provide this contact information to the customers?**

TAG Mobile's customer service contact information is provided on its website, in the informational welcome materials provided with a Lifeline handset and in its marketing and promotional materials. In the event that customer service personnel, supervisory personnel or company management personnel are unable to resolve a customer's issue or complaint, customers will be advised that they may contact the BCS to assist in resolving Lifeline consumer service complaints (excluding rates and entry issues), and the appropriate agency information, contact telephone numbers and addresses will be provided. Further, TAG Mobile's website contains links to contact information for each Public Utility Commission in each jurisdiction in which TAG Mobile operates in an effort to provide customers with helpful information, available 24/7/365, to assist them in achieving resolution of any issues they may have with their TAG Mobile service.

**23. Are the phones answered 24 hours per day, 7 days per week?**

TAG Mobile's current Customer Service hours of operation are 6 am to 10 pm, central time zone, 7 days a week. TAG Mobile is currently in the process of transitioning to 24/7/365 Customer Service operations. It is anticipated that this transition will be complete prior to January 1, 2013.

**24. What are the customer service hours?**

Please see response to item #23 above.

**25. If a message is given to the customer, does the message contain instructions indicating the customer's option to call back, receive a return call from the company or the right to contact the PUC?**

If a customer attempts to contact TAG Mobile's Customer Service department after hours, they are advised of the Customer Service hours of operation and are directed to call back during normal operating hours.

**26. If the customer leaves a message how long will it take for customer service to return the customer's call?**

Since TAG Mobile's after hours message system does not provide the option for a customer to leave a message for return call, customer return phone calls are typically only required in response to escalated complaint issues. TAG Mobile's standard protocol for returning calls to customers requires that the customer be contacted back within 24 hours. The only acceptable deviation from this prescribed timeframe is in circumstances where the employee and the customer have discussed and agreed upon an alternative call back time and/or date.

**27. Is the contact information on the company's advertisements?**

Yes, customer service contact information is provided on TAG Mobile's website, in the informational welcome materials provided with a Lifeline handset and in its marketing and promotional materials. The website, the PA-specific advertisements and the informational welcome materials will provide the following information on contacting the Bureau of Consumer Services:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
1-800-692-7380, 8:00 am to 4:15 pm Monday to Friday  
[www.puc.pa.gov](http://www.puc.pa.gov)

**28. Will the PUC be able to talk with a live person when calling TAG to resolve a customer's complaint?**

Yes, TAG Mobile's Regulatory Affairs Manager (see #29), who maintains normal business hours (9 am to 6 pm, M-F, Central Time).

**29. What is the specific contact number and person's name for the PUC to utilize to resolve complaints?**

Melanie King, Regulatory Affairs Manager  
TAG Mobile, LLC  
1330 Capital Parkway  
Carrollton, TX 75006  
Phone: (214) 390-9280  
Facsimile: (972) 337-1624  
E-mail: [melanie.king@tagmobile.com](mailto:melanie.king@tagmobile.com)

**30. Will TAG provide number porting at no charge to Lifeline subscribers if the application for additional designation as a wireless ETC is granted?**

Yes.

**31. Provide evidence that TAG Mobile satisfies the requirements of 47 C.F.R. § 54.202(a)(2), which addresses demonstration of ability to remain functional in emergency situations.**

In its Petition, at Page 13, TAG Mobile addressed this requirement, as follows:

“Since TAG Mobile is providing service to its customers through the use of facilities obtained from other carriers, this arrangement allows TAG Mobile to provide its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, rerouting of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.”

In addition to the foregoing, TAG Mobile further states the following:

1. Pursuant to 47 C.F.R. § 422(b)(4), TAG Mobile must provide to the FCC an annual certification that it is “able to function in emergency situations as set forth in §54.202(a)(2).” TAG Mobile has committed to compliance with this

rule in its Compliance Plan (see Revised Compliance Plan, dated July 26, 2012, at Page 21; filed with the Commission on August 10, 2012).

2. TAG Mobile's underlying carriers are Sprint and Verizon (see Revised Compliance Plan, supra, at Page 3). TAG Mobile resells these carriers' voice telephony services. Both of these underlying carriers are nationwide, facilities-based providers that are themselves subject to various regulatory requirements with regard to remaining functional in emergency situations. The Commission recently took notice, in approving a prepaid wireless carriers' petition for ETC designation, that "Sprint and Verizon have certified to the FCC that they are both able to function in emergency situations in accordance with 47 C.F.R. 202(a)(2)"<sup>4</sup>
3. TAG Mobile's contracts for the purchase of wholesale, voice telephony services provide for the underlying carriers' compliance with the FCC requirements, including remaining functional in emergency situations.
4. TAG Mobile operates its own switching facilities for provision certain functions, such as directory assistance and international call routing. These switching facilities are located in secure datacenter facilities with redundant power and network connectivity, and dedicated diesel generation for power backup.

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<sup>4</sup> *Petition of Budget Prepay, Inc. for Limited Designation as an Eligible Telecommunications Carrier for the Purpose of Federal Universal Service Low Income Support*, Docket No. P-2011-2269524, June 21, 2012, at p. 12.

## Front



**If you participate in any one of the following programs, you may qualify for a FREE Cell Phone with FREE minutes every 30 days for a year.**

- *Supplemental Security Income (SSI)*
- *Federal Public Housing (Section 8)*
- *Low Income Home Energy Assistance*
- *Temporary Assistance to Needy Families (TANF)*
- *SNAP/Food Stamps*
- *Medicaid*
- *Nat'l School Free Lunch Program*

This is a Lifeline supported service limited to one discount per household. Lifeline is a government supported assistance program and is nontransferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required at time of sign up and only eligible consumers may enroll. Consumers who willfully make false statements in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

### **TAG Mobile Lifeline supported service includes:**

- nationwide coverage via Sprint or Verizon networks
- minutes good for local and domestic long distance calls
- 911 available even when your phone has no minutes left
- text messaging
- voicemail
- free calls to 211

## **IMPORTANT**

**You must make at least one phone call from your TAG Mobile phone a month to keep your FREE service from being shut off.**

**TAG Mobile offers PA residents a choice of two FREE Lifeline Service Plans\*!**

**150 minutes per month, with full roll-over minutes**

**or**

**250 minutes per month, without roll-over minutes**

If neither of these plans suits your needs, TAG Mobile also offers a Lifeline discount\*\* of \$10 on many of our pre-paid service offerings.

\* SMS text messaging is not included in the Lifeline Service Plans but is available. Text messages offset your available minutes of use at a rate of 1 minute of use to 1 text message, either sent or received.

\*\* Lifeline discount is not available on TAG Mobile's Basic Service Plan or on pre-paid offerings valued at less than \$10. Lifeline discount may not be applied to equipment purchases that are required for alternative pre-paid offerings, including Wireless Terminal Device, data capable handsets or other equipment.

## Back

By signing up for TAG Mobile's Lifeline supported service you swear and affirm that the information provided is true and correct, to the best of your knowledge and belief and certify that the statements below are correct. You understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.

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1. I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
2. The residence address I provided on this Application is my primary residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days. I further understand that if I provide a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
3. I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
4. I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
5. I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s).
6. I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
7. My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
8. I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Customers may contact the Pennsylvania Public Utility Commission with questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday to Friday or visit them online at [www.puc.pa.gov](http://www.puc.pa.gov)

version: penn

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### Terms and Conditions:

Provision of a free phone and a preset amount of monthly minutes of use are provided by TAG as part of the Universal Service Low Income support mechanism commonly referred to as the Lifeline Program. Lifeline benefits are limited to one per household, and may be applied to either one landline or one wireless number, but not both. Note that not all Lifeline services are currently marketed under the name Lifeline. If you do not qualify for Lifeline supported service, you may opt to purchase a phone for use with any of our pre-paid service plan options. In most cases, TAG service will only work on cellular handsets provided by/purchased from TAG. Where it is not an included component of a particular service plan, and with the Basic Lifeline Service Plan, text messaging, for both mobile originating and mobile terminating messages, deducts minutes from your available minute balance at the rate of 1 text to 1 minute of use. It does not cost you minutes to check your voicemail from any other phone. The value of TAG's Basic Lifeline Plan consisting of 250 free minutes of use per month is \$12.75, which equates to an effective rate of 5¢ per minute. Since Lifeline rules and requirements vary by state, TAG's Basic Lifeline Plan may not be offered in all states. Please refer to the TAG Mobile website or contact TAG's customer service for state specific Lifeline offerings and eligibility information. For plans that do not include roll-over minutes, unused minutes expire at midnight EST on the 30th day of the billing cycle associated with your account (as determined by your service initiation date). By activating and using this service you agree to indemnify and hold harmless TAG Mobile, LLC and its affiliates for any damages that arise from the use of the service. The wireless service described herein is provided on either the Sprint or Verizon Wireless Networks and is resold under the TAG Mobile brand. TAG Mobile is a registered trademark. For complete terms and conditions visit our website: [www.tagmobile.com](http://www.tagmobile.com).

# FREE

## Cell Phone

Free Minutes Every Month

No Contract

No Credit Check

### Sign Up Today!

# TAG<sup>TM</sup>

mobile

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferrable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

Customers may contact the Pennsylvania Public Utility Commission with questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday to Friday or visit them online at [www.puc.pa.gov](http://www.puc.pa.gov)

The advertisement features a dark, textured background with graffiti. On the left, the word "TAG" is written in large, stylized, yellow-to-orange gradient letters with a black outline. Below it, the word "mobile" is written in a smaller, white, lowercase font. To the right, the word "FREE" is written in large, bold, yellow letters. Below "FREE", the words "Cell Phone" are written in a smaller, bold, yellow font. Underneath that, the text "Free Minutes Every Month" is written in a smaller, white font. Below that, the words "No Contract" and "No Credit Check" are written in a smaller, white font. At the bottom right, the words "Sign Up Today!" are written in large, bold, yellow letters. The website address "www.tagmobile.com" is written in a smaller, white font at the bottom left. A small disclaimer is visible at the very bottom of the graphic.

**TAG**  
mobile  
www.tagmobile.com

**FREE**  
**Cell Phone**  
Free Minutes Every Month  
No Contract No Credit Check  
**Sign Up Today!**

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

Customers may contact the Pennsylvania Public Utility Commission with questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday to Friday or visit them online at [www.puc.pa.gov](http://www.puc.pa.gov)



Welcome to TAG Mobile!

You have received this package because you have applied for Lifeline service with TAG Mobile by filling out a Lifeline form with one of our agents or dealers. We are glad to say that your application for Lifeline service has been approved! Thanks to TAG Mobile's participation in the USF Lifeline program we are able to provide you with a FREE handset and FREE\* minutes each month for 12 months at no cost to you.

If you have received this package by mistake we apologize and ask that you call 1-866-959-4918 so that we can close this account and arrange to have the handset returned to us, at no cost to you.

Each month your free minutes will automatically be added to your account on the anniversary of the account's activation. To find that date you can visit [www.tagmobile.com](http://www.tagmobile.com) or contact our customer service department at 1-866-959-4918.

Don't worry if you use all of your minutes...**TAG Mobile offers great low priced reload minute plans for as low as 3 cents a minute!**

With hundreds of reload locations, there is sure to be one near you. For the dealer nearest you visit [www.tagmobile.com](http://www.tagmobile.com) or call our customer service department at 1-866-959-4918.

Finally, each year we are required to re-certify our customer base. At some point during your 12 months of service we may reach out to you for re-certification. The re-certification process is fast and once completed, you will be eligible for Lifeline service for another 12 months.

\*Number of free minutes vary by state.

Customers may contact the Pennsylvania Public Utility Commission with questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday to Friday or visit them online at [www.puc.pa.gov](http://www.puc.pa.gov)



## **Important Customer Information**

In order to maintain your Lifeline service, you must make at least one phone call per month from your TAG Mobile phone.

To purchase additional low cost minute packages or find the nearest TAG Mobile dealer, visit us online at [www.tagmobile.com](http://www.tagmobile.com).

Customers may contact the Pennsylvania Public Utility Commission with questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday to Friday or visit them online at [www.puc.pa.gov](http://www.puc.pa.gov)

# TAG Mobile, LLC Service Agreement

## The Service Agreement

Your Service Agreement (the “Agreement”) with TAG Mobile, LLC (“TAG”) includes the terms of your TAG Service Plan or other information on Services we provide or refer you to during the sales transaction as well as any confirmation materials we may provide you, TAG’s Terms of Service (“ToS”), TAG’s Acceptable Use Policy (“AUP”) and TAG’s most recent General Terms and Conditions of Service (“T’s & C’s”). This Agreement governs all Services provided by TAG, including Lifeline supported Service, unless stated otherwise in the Agreement. **It is important that you carefully read all of the terms of the Agreement.**

### When You Accept The Agreement

By enrolling in or subscribing to service with TAG, you agree to be bound by the Agreement. If you are an existing customer, your continued use, payment for, enrollment in or subscription to our service represents your acceptance of the terms and conditions of the Agreement. If you agree to maintain service for a minimum Term, the Term begins when you accept the Agreement. You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement; (b) attempt to or in any way use the Services; (c) pay for the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so.

## Terms of Service

Following are the Terms of Service (“ToS”) with TAG for the purchase and or use of wireless telephone service (the “Service(s)”) pursuant to the Service Plan you selected. The Service Plan, as described in the ToS below, is hereby made an integral part of the ToS, which, along with TAG’s AUP and T’s & C’s comprise the entire Agreement between you and TAG.

### Service Plans

The Service Plan consists of a detailed description of the Service provided to you and the fees associated with that Service. Only the terms of the specific Service Plan you selected will apply to your Agreement. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not always included, however it is available and where it is not included, plan minutes are decremented at 1 minute for every 1 text message, either sent or received. Data services are currently not included in TAG’s Service Plans. TAG Service Plans may require the purchase of a TAG Device and a one-time activation fee unless a promotional offer or other qualifying plan terms apply. All Service Plans include the following features:

- Local Calls
- Nationwide Domestic Long Distance
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail (airtime charges apply from your cell phone)
- Nationwide Domestic Text Messaging - The rate to receive or send a text message to another phone is 1 minute per 3 text messages sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used.
- Roaming at no additional charge, subject to the terms of the Agreement
- 411 Directory Assistance - Plan minutes are decremented for 411 calling.
- 911 and enhanced emergency 911 (“E-911”) service where available - Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.
- 611 access to Customer Service where available. 611 access and Customer Service calls are free and do not decrement Plan minutes.

- 211 Service related to the National 2-1-1 initiative which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing “211”. Plan minutes are not decremented for 211 calling.

TAG offers the following Service Plans:

Pre-paid Plans: Pre-paid Plans are available on a month to month basis, and include text messaging. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. All TAG Pre-paid Plans are available either as replenishments or stand-alone Pre-paid service plans.

Pre-paid Plan pricing and terms are as follows:

Plan Name	Minutes	Text	Customer Cost	Cost per MOU	Plan Expiration
Pre-paid Plan 1	100*	200	\$ 7.00	\$0.07	30 days
Pre-paid Plan 2	500*	1000	\$20.00	\$0.04	30 days
Pre-paid Plan 3	1000*	1200	\$30.00	\$0.03	30 days

Special Replenishment Plans may be available in certain states for certain qualifying consumers. Please check TAG’s website at [www.tagmobile.com](http://www.tagmobile.com) or contact TAG Customer Service at 1 (866) 959-4918 for information on the availability of special Replenishment Plans in your area.

Pre-paid Unlimited Talk and Text: Term and Pricing - The Unlimited Talk and Text Plan includes unlimited in-network airtime minutes and unlimited in-network text messaging monthly for \$39.00, subject to certain restrictions and exclusions described in more detail below. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. This plan does not include data service, international calling or international text messaging.

Lifeline Plan\*: Term and Pricing - TAG’s Lifeline Plan includes a free mobile Device and a preset amount of free and/or discounted minutes monthly. The amount of free and/or discounted minutes available varies by state, so please see our website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on TAG’s Lifeline Plan in your state. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included with Lifeline service, however it is available, and plan minutes are typically decremented at 1 minute for every 1 text message, either sent or received. This rate may vary by state, so please see TAG’s website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on text message rates in your area. Data services are not included and are not available with

Lifeline service. Unless state specific rules apply, all unused Lifeline minutes will expire at the end of each month, defined as the monthly renewal date, upon reload of your free and/or discounted monthly Lifeline minutes. Pre-paid Replenishment Plans are available to be purchased in conjunction with Lifeline service. These Pre-paid Replenishment Plans may include text and/or data. Pre-paid Replenishment minutes expire independently from your monthly Lifeline minutes.

\* Lifeline Plans are only available to consumers who qualify for Lifeline supported service. TAG provides Lifeline Service in multiple states. This Agreement is subject to additional or different requirements as determined by the laws, regulations and orders of each of the states that are applicable to the TAG services provided to you. Eligibility for Lifeline service may vary by state. State specific addendums, where applicable, are attached hereto and include state specific information on qualification for Lifeline service. In most states you may be eligible if your combined household income is at 135% of the federal poverty level or you already participate in one or more of the following government aid programs:

- Low-Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance (Section 8)
- Medicaid
- Supplemental Nutrition Assistance Program (SNAP), f/k/a Food Stamps
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- National School Lunch free lunch program

For information on the Texas Lifeline program please see:

**Rules Related to Lifeline Supported Service:** Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. Lifeline benefits are federal benefits and consumers that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline. All Lifeline subscribers must complete their own Application for service. Lifeline service requests will not be processed until an Application has

been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

**Initial Certification and Annual Re-Certification Requirements of Lifeline Supported Service:** Evidence of Lifeline program eligibility is required with your initial application for Lifeline supported Service. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of your state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

The rules and regulations governing a consumer's participation in the Lifeline program also require re-certification of your continued eligibility for the program on at least an annual basis. Such re-certification may be conducted independently by TAG without notice to you by validating your continued eligibility through a state and/or federal database, by verifying your participation in a qualifying subsidy program directly with a state and/or federal program administrator or other alternative means. Your authorization for TAG to access information regarding your ongoing eligibility and/or to verify your ongoing eligibility with a program administrator is included in your initial application for Lifeline Service. Where ongoing eligibility cannot be determined through the means described above, TAG is required to validate your continued eligibility by contacting you so that you may recertify your continued eligibility directly. Such contact can be facilitated in person, in writing, by phone, via text message, via e-mail or otherwise through the internet. Failure to re-certify as required will result in the termination of your Lifeline benefits. Further, you are subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.

In addition to the annual re-certification requirement, in circumstances where your address cannot be verified through state and or federal databases, TAG is required to contact you on an annual basis to either verify or obtain a valid address related to your Lifeline supported Service. TAG will conduct this address validation contemporaneously with its annual re-certification process, but may, and in circumstances wherein a temporary address is provided at the time of initial application will, validate your address more frequently.

Finally, you are required to certify in your initial application for Lifeline supported Service, and at least once annually thereafter as part of the re-certification process, that you understand and agree to the rules related to Lifeline supported Service participation and eligibility, including but not limited to the following:

1. That you have read and understand the Lifeline Application, and swear and affirm that the information contained in the Application is true and correct, to the best of your knowledge and belief. Further, that you understand that you must meet certain eligibility qualifications receive Lifeline supported service,

and that you understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.

2. That you meet the income-based eligibility criteria for Lifeline supported service or that you are a current recipient of the program you designated as your qualification for eligibility and that you will notify TAG within thirty (30) business days (1) if you are no longer participating in the designated program(s); (2) if your household is receiving more than one Lifeline supported service; or (3) if for any other reason your household no longer satisfies the criteria for receiving Lifeline support. You will need to provide documentation of eligibility if required.
3. That the residence address you provided is your primary residence, and not a second home or business and that you understand that if you move from the address included on your Lifeline Application that you are required to notify TAG of your new address within 30 days. Further, if you provided a temporary residential address to TAG, that you will verify your temporary residential address every 90 days.
4. That you understand the notification requirements described above with respect to both program eligibility and current address information, and that you further understand that you or your household may be subject to penalties if these requirements are not followed.
5. That you understand that you may be required to re-certify the continued eligibility of your household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. Further, that you understand that failure to re-certify as required will result in the termination of your Lifeline benefits and that you may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. That you authorize TAG to access any records required to verify your statements on the Lifeline Application form and to confirm your eligibility for TAG Lifeline Service. That you give permission to the duly authorized official(s) administering the designated program to provide to TAG your participation status in such program. That you give this permission on the condition that the information in the Lifeline Application and any information about your participation in the designated program provided by officials be maintained by TAG as confidential customer account information.
7. That you authorize TAG to release any records required for the administration of the TAG Lifeline program (including your name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. That your household will receive only one Lifeline benefit and, to the best of your knowledge, your household is not currently receiving a Lifeline-supported service from any other provider.
9. That you are entitled to complete the Lifeline Application, and are not listed as a dependent on another person's tax return (unless over the age of 60).

**Usage Requirements Related to Lifeline Supported Service:** In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless Service at least once per month. You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service. TAG monitors subscribers for non-usage and after 30 days of non-use, TAG's usage team identifies accounts that have not been used for 30 days and sends a text message to such customers asking the customers to respond to the text message or call TAG's customer service number within 30 days to keep the account active. After 45 days of non-usage (15 days from the initial text notification), TAG's internal outreach team attempts to contact those customers to inquire about their intentions to retain the service. In addition to the above, and upon completion of the 30 day grace period and a cumulative 60 days of non-use, TAG will provide written notice to you stating that non-use of your Lifeline service for 60 days and failure to respond to TAG's outreach efforts and/or provide an affirmative acknowledgement directly to TAG that you wish to retain your Lifeline service within 30-days from the date of the initial text notification has resulted in de-enrollment from the Lifeline program and deactivation of your Lifeline supported Service. During the entire 60 day period, your TAG Lifeline service remains active and is not suspended. In the event your Lifeline supported Service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.

**Termination of Service(s):** You may terminate any line of Service, including Lifeline Service, by calling us. We reserve the right to cancel promotional offers early or extend offers without notice. Certain offers may not be available everywhere or be combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit [www.tagmobile.com](http://www.tagmobile.com) for coverage details. Fees paid for Services and/or Devices are inclusive of most government taxes and fees, and TAG Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area], with the exception of local sales tax which is applied to the purchase of replenishment plans or other Services or Devices that are purchased at retail locations or on our website. TAG Surcharges are not taxes or government required charges and are subject to change. A phone activation fee may apply to new activations (this does not apply to Lifeline subsidies; there is no activation charge for Lifeline customers). A reconnect fee may apply to reestablish service on accounts that have been deactivated. All TAG services will only work with TAG approved phones - not all services are available with all phones or on all networks. Service charges are not refunded or prorated if service is terminated or modified. All phone usage, including incoming/outgoing calls, incurs airtime charges unless specified otherwise. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused plan minutes do not carry forward and expire at midnight of the monthly service renewal date as determined by your activation date, unless special plan terms apply. Partial minutes of use are rounded up to the next whole minute.

**Nature of Services.**

The Services are provided via Service Plans under which you do not pay metered "per minute" charges for service. In an effort to offer Service on a reliable basis at a reasonable cost, TAG may discontinue providing Service to you, change the services provided to you, change your Service Plan, reduce the speed of any service provided, cap or restrict the amount of use of any service, or discontinue or limit connections to providers, features, or types of services entirely, in part or in certain areas. For example, TAG may limit, alter, or discontinue your Service pursuant to roaming arrangements, at certain times, or at certain speeds that, in the sole judgment of TAG, appear likely to generate abnormally high call volumes, abnormally long average call lengths, calls with abnormally high costs, abnormally high use, or other disproportionate use when compared to those of other customers of TAG (as described below under "Your Use Of The Service"). The Service discontinuance, alterations and/or limitations described above also apply to your use of or access to numbers or types of services or which may be harmful, disruptive, or interfere with TAG's system or services to other customers. You acknowledge and agree that the web and data Rate Plans provided by TAG are designed to be, and shall only be used, predominately for HTML/WAP (HyperText Markup Language / Wireless Application Protocol) web browsing and multimedia streaming services provided by TAG, its affiliates, authorized suppliers and licensors, and not for off-portal multimedia streaming services. While TAG may, at its sole discretion provide notice to you of our intent to take any such action, you acknowledge and agree that, with the exception of the discontinuance or termination of Service, TAG may take any of the foregoing actions without providing notice to you. By initiating service and placing calls or using any other service on the TAG network, you acknowledge and agree to TAG's ability to modify or terminate your Service under these circumstances.

**Your Use Of The Service.**

You agree to use the Service in accordance with this Agreement and to comply with all applicable laws. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TAG FROM, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, YOUR ACTS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, ANY VIOLATION BY YOU OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR OF ANY APPLICABLE STATUTES, ORDINANCES, LAWS OR REGULATIONS OF ANY LOCAL, STATE, OR FEDERAL AUTHORITY, YOUR USE OF THE SERVICE AND ANY INFORMATION YOU SUBMIT, POST, TRANSMIT OR MAKE AVAILABLE VIA THE SERVICE, FAILING TO PROVIDE APPROPRIATE NOTICES REGARDING LOCATION-SENSITIVE SERVICES, FAILURE TO SAFEGUARD YOUR PASSWORDS, BACKUP SECURITY QUESTION TO YOUR PASSWORD OR ANY OTHER ACCOUNT INFORMATION, OR THE RIGHTS OF ANY THIRD PARTY. TAG may deny a request for Service from you for any lawful reason. TAG also reserves the right to cease serving you if you are not acting in accordance with the terms of this Agreement, to disconnect calls that are not in accordance with the terms and conditions of this Agreement, and to cease providing service to telephone numbers or categories of services that are inconsistent with the terms and conditions of this Agreement and the Nature of the Service.

TAG reserves the right to manage our network and the traffic on our network in the way we believe best benefits our customers and best enables us to maintain Service of the nature described in this Agreement. We have determined that our ability to provide Service to our customers is disrupted when you place an abnormally high number of calls, repeatedly place calls which result in abnormally long call lengths, repeatedly place calls with abnormally high costs, high or disproportionate use, or otherwise use our Services or network in excess of our expectations or the normal amount of use by our customers. Thus, we reserve the right to discontinue Service to customers, to discontinue or block Service to certain categories of services, to terminate calls or Services as described below, or to restrict, reduce or limit the amount of usage, which our experience indicates result in disruptive usage patterns of this nature. For example, TAG Service is not intended for use (i) by persons engaged in the provision of telemarketing services, commercial research or commercial data collection, (ii) by persons seeking a dedicated private line or access line to the internet, or other continuous uses that create the functional equivalent of a dedicated telephone line, (iii) by persons seeking to maintain open lines of communication for extended periods of time (for example, baby monitoring or other monitoring services), (iv) by persons seeking to establish an access point for intra-company private branch exchange services, (v) by persons seeking to provide a commercial or private dispatch service, (vi) by persons seeking to access multi-party Chat Line Services or to call telephone numbers that generate Chat Line Traffic (as defined herein), (vii) for persons seeking to use the service for commercial purposes, or (viii) for persons who do not reside in and have the predominant amount of usage on our networks. For the purposes of this Agreement, "Chat Line Traffic" means traffic which originates or terminates to or from, relates to, arises out of, is in connection with, or pertains to, a multiple voice bridging service, company, or provider (or telephone numbers associated therewith) in which two or more incoming callers may be connected with each other simultaneously. Chat Line Traffic does not include traffic originating or terminating to or from traditional business dial-in conference calling in which a designated group of callers dial in to a known dial-up conference number at a pre-arranged time for a specific business purpose. For the purpose of this Agreement, "Chat Line Service" means a service which generates Chat Line Traffic.

Some elements of multimedia messages may not be accessible, viewable, or heard due to limitations on certain wireless phones, PCs, or e-mail. We reserve the right to change the multimedia message size limit at any time without notification.

Text message notifications may be sent to non-multimedia messaging subscribers if they subscribe to text messaging. You may receive unsolicited messages from third parties as a result of visiting Internet sites, and a per-message charge may apply whether the message is read or unread, solicited or unsolicited.

TAG also reserves the right to block, or otherwise prevent access to third party services or other premium services, features or content that would generate additional fees or charges billed to TAG, either directly or via your account, as a

result of your use of or access to the service, feature or content. Further, TAG reserves the right to block, or otherwise prevent access to features, services, countries, carriers, destinations, and/or content that TAG determines, in its sole discretion, are inconsistent with the nature of Service provided by TAG, are indicative of uses not permitted hereunder, or result in abnormally long calls, abnormally high costs, or abnormally high usage. We also may block calls to telephone numbers at the request of the called party. In addition, if any call duration exceeds a length of time that is determined by TAG to be excessive from time to time, TAG may, in its sole discretion, terminate or restrict any such call.

In addition, the Service may be used only for your own voice communications and may not be used to transmit data, or for any other one-way transmission application other than data Services expressly offered to you by TAG. You may not resell the Service or use the Service to provide commercial service to others. You also may not use the Service in a manner that is intended to cause or results in interference to, or causes problems with, the operation of TAG's wireless system or other communications systems.

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or (b) in any way prohibited by the terms of our Services or the Agreement. We can take any action to: (1) protect our network, our rights and interests, or the rights of others; (2) optimize or improve the overall use of our network and Services; or (3) prevent usage that is indicative of uses not permitted hereunder. Some of these actions may interrupt or prevent legitimate communications and usage, such as message filtering/blocking software to prevent spam, viruses, or autodialed calls or SMS messages, limiting throughput, limiting access to certain websites, applications or other data content, capping or restricting use, or prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. We may use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and you agree that we are not liable for such messages. You agree that a violation of this section harms TAG, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief in addition to all other remedies available without the requirement to post a bond.

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt our network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of our Services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. We reserve the

right, but are not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (i) facilitates, completes, or confirms a commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (j) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

Although it is illegal for unauthorized people to intercept wireless device calls intended for others, TAG cannot guarantee the complete privacy of your calls. Wireless calls by nature may be intercepted by third parties. TAG SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INTERCEPTION BY THIRD PARTIES OF COMMUNICATIONS FROM ITS SYSTEM. Additionally, TAG does not encrypt your calls.

Always use your wireless device in a safe manner that does not create a risk to your safety or the safety of others around you. It can be dangerous, and in some jurisdictions illegal, for you to use a wireless device or our Service while driving. It is your responsibility to comply with laws that apply to you when you are driving.

**Prohibited Network Uses.** To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of TAG's network or systems. TAG reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice uses detailed above or if TAG, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

**Unlimited Use Plans.** If you subscribe to a Service Plan, Services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Prohibited Network Uses, and to the limitations described in Nature of Services and Your Use of the Service.

Please refer to TAG's AUP for additional information on prohibited use.

**Messaging (text, picture and video):** Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, may require an alternate method of payment and are

unable to be billed through the Service. There is no guarantee that messages will be received, and TAG is not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

**Off-network Roaming:** The primary use of your Device must be for domestic purposes within the TAG network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Roaming may not be available to customers who reside or whose primary use is outside an area covered by the TAG Network. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for roaming.

**International Roaming:** International calling and roaming, including in Canada, Mexico, and Guam are not included in TAG Service Plans. International calling and roaming usage will require an alternate payment method. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

**International Long Distance and Messaging:** Access to international service is authorized on the TAG network only through an international operator service. In order to make international long-distance calls, including to Mexico and Guam, and in certain cases to send international text, an alternate payment method is required. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if international calling and/or text messaging is used without utilizing a third party international operator service and alternate payment method.

**Domestic (U.S.):** Includes the 50 United States, Washington D.C., Puerto Rico, and the Virgin Islands.

## Acceptable Use Policy

The following terms apply to your use of and access to any TAG together with its subsidiaries, affiliates, agents, and licensors (collectively "TAG") owned or operated website ("Website"), as well as any electronic transmission sent, received, posted, accessed, or stored via any network ("Network").

### COVERAGE OF THIS POLICY

In addition to other agreements between you and TAG, these terms explain the policies that govern your access to and use of our Website and Network. By accessing or using our Website or Network, you agree to these terms (collectively the "AUP"), as TAG may modify it from time to time. Modifications to this AUP are effective upon its posting on our Website. If you do not agree to accept and comply with the AUP, then do not access or use our Website or Network.

### ILLEGAL OR HARMFUL USE

You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited:

**Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right. Infringement may result from the unauthorized copying, distribution, and/or posting of pictures, logos, software, articles, musical works, and videos.

**Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable. Without limiting the foregoing, you may not access or use our Website or Network in any manner for the transmission or dissemination of images containing child pornography.

**Excessive Utilization of Network Resources:** Consuming a disproportionate amount of available Network resources resulting in the potential to disrupt or degrade the Network or Network usage by others. The determination of what constitutes excessive use depends on the specific state of the Network at any given time. Excessive use is determined by resource consumption relative to that of a typical individual user of the Network and not by the use of any particular application.

**Traffic Pumping/Access Stimulation:** Using the Network to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation. Traffic pumping/access stimulation, for this

purpose, is defined as any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to TAG.

**Export Violations:** Violations of export laws, regulations, and rules, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

**Fraudulent Conduct:** (1) Conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized 3rd party affiliation or agent for a business entity (e.g., Sprint) without the business' prior consent.

**Falsification/Impersonation:** Using the Network to impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing.

**Failure to Abide by Third-Party Network or Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.

**Harmful Content:** Disseminating or posting content that is harmful to the Network or other users of the Network including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

## **ELECTRONIC COMMUNICATIONS**

You may not distribute, publish, or send through our Network: (1) any spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (2) chain mail; (3) numerous copies of the same or substantially similar messages; (4) empty messages; (5) messages that contain no substantive content; (6) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (7) any message that is categorized as "phishing."

Likewise, you may not: (1) participate in spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others or participate in using software (including "spyware") designed to facilitate such activity; (2) collect responses from unsolicited messages; or (3) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

## **NETWORK SECURITY AND INTEGRITY**

You may not violate the security of our Network in any way. Such violations may result in criminal or civil liability. TAG may, but is not obligated to, investigate any violation of our Network. TAG may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using TAG products and Services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate in any such investigation. Examples of Network security violations include, without limitation:

**Hacking:** Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.

**Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.

**Intentional Interference:** Interference with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

**Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Network, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.

**Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by TAG or attempting to gain unauthorized access to, alter, or destroy any information that relates to any TAG customer or other end-user. TAG may, but is not obligated to, take any action it deems necessary to (1) protect its Network, its rights, or the rights of its customers or third parties, or (2) optimize or improve its Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Network. TAG may, in its sole discretion and at any time, filter "spam" or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.

## **INVESTIGATION AND ENFORCEMENT OF THE POLICY**

We have the right, but are not obligated, to strictly enforce this AUP through self-help, active investigation, litigation, and prosecution.

TAG reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the Network if it reasonably determines that your conduct may: (1) expose TAG to sanctions, prosecution, civil action, or other liability; (2) cause

harm to or interfere with the integrity or normal operations of TAG's Network or networks with which TAG is interconnected; (3) interfere with another TAG customer's use of the Network; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to TAG or its customers.

TAG has the right, but not the obligation, to monitor or restrict any uses of the Network that TAG reasonably believes in its sole discretion violate this AUP. You are solely responsible for all content that you transmit or receive utilizing the Network, and you are responsible for abuse of your account by others.

We may also access and disclose any information (including transactional information) related to your access and use of our Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of or subscription to such services. **INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER, OR USER.**

#### **MISCELLANEOUS**

Any failure to insist upon or enforce performance of any provision in this AUP will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this AUP. TAG may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this AUP is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

#### **QUESTIONS, COMMENTS & ABUSE**

If you want to report any violations of this AUP, please email us at [regulatory@tagmobile.com](mailto:regulatory@tagmobile.com).

## General Terms and Conditions of Service (T's & C's)

### Basic Definitions

In this document:

- (1) "we," "us," "our," and "TAG" mean TAG Mobile, LLC and its affiliates;
- (2) "you," "your," "customer," and "user" mean an account holder or user with us;
- (3) "Device" means any phone, aircard, mobile broadband device, any other device, accessory or other product we sell to you or that is active on your account with us; and
- (4) "Service" means our offers, rate plans, options, wireless Service Plans or Devices on your account with us.

### Services Covered by These T's & C's & Additional Terms

These T's & C's apply to all wireless Services and Plans, including Lifeline supported Service except where indicated, and any other Service we offer you that references these T's & C's. Additional terms will apply to certain Devices and applications (the terms may come from TAG or a third party) and will be provided with the Device or prior to the use of the application, as applicable. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services).

### Pre-Paid Services

All TAG Services are provided on a pre-paid basis. TAG does not condition the provision of Service on a consumer's credit rating, credit history or other method of determining credit worthiness. TAG does not provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse. You aren't responsible for paying an early termination fee when terminating Services and no deposits are held or required as a condition of Service nor does TAG have any preset account spending limits.

### Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or the ToS. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with the Agreement (see "Providing Notice To Each Other Under The Agreement" section), and/or pursuant to any applicable Orders, rules or regulations of a regulatory authority having jurisdiction over the Services or this Agreement.

### Our Right To Suspend Or Terminate Services

TAG will not terminate service upon less than 15 days written notice to you, except for those specific circumstances described herein. Specifically, TAG can, without notice, suspend or terminate any Service at any time for the following reasons:

- 1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- 2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- 3) For a violation or breach of this Agreement
- 4) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
- 5) Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.

### **Your Right To Change Services & When Changes Are Effective**

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. Changes to Services are usually effective at the start of the next monthly service renewal date. We may, but are not obligated to, provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize and those changes will be treated as modifications to the Agreement.

### **Your Right To Terminate Services**

You can terminate Services at any time by calling us and requesting that we deactivate all Services. In addition, if you return or provide your Device to TAG and fail to either deactivate service on the Device or activate another Device in connection with your Service, we reserve the right to terminate your Service. You are responsible for all charges incurred prior to termination. If Services are terminated before your next monthly service renewal date, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services.

### **Restrictions On Using Services**

You can't use our Services:

- (1) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or
- (2) in any way prohibited by the terms of our Service Plans or the Agreement. You cannot in any manner resell the Services to another party.

See our AUP for additional restrictions on the use of our Services.

### **Your Device, Number & E-mail Address; Caller ID**

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Your Device is designed to be activated on the TAG network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except

for any legal right you may have to port/transfer your phone number to or from another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your TAG phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming.

### **Porting/Transferring Phone Numbers**

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number. Further, in transferring a number to TAG from another carrier, you are solely responsible for all charges billed or incurred prior to deactivation of service with your prior carrier and for any applicable early termination fees assessed by your prior carrier.

### **Coverage; Where Your Device Will Work; Service Speeds**

Our coverage maps are available on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere and Service speeds are not guaranteed. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength and Service speed 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 (network problems, network or internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, etc.), may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. While your Device is receiving a software update, you may be unable to use your Device in any manner until the software update is complete.

### **Roaming**

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. TAG makes no guaranty that roaming coverage will be available in all areas, and further, roaming may not be available to customers who reside or whose primary use is outside an area covered by the TAG Network. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, limits on the amount of minutes used while roaming may

apply. Certain Services may not be available or work the same when roaming (including voicemail, call waiting, etc.). TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes are used for roaming.

### **Activation & Miscellaneous Charges**

Based on current business practices, we may charge activation (except for Lifeline Customers), prepayment, reactivation, program or other fees to establish or maintain Service(s). Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

### **Account & Service Charges**

You are responsible for all charges associated with your account and the Service(s) on your account, no matter who adds or uses the Service(s). Charges include, but are not limited to, usage charges, charges for additional services, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. Depending on your Service(s), charges for additional services may include operator and directory assistance, voicemail, call forwarding, and texts. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services. For Services offered on a per-day basis, you will generally be charged for use before or at the time of use. In certain instances, we may charge at some point after you use the Services. Services offered on a per-day basis end 24 hours after Service is initiated.

### **How We Calculate Your Usage For Decrementing Purposes**

**Regular Voice Calls:** We round up partial minutes of use to the next full minute after the first 30 seconds. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're decremented minutes for all calls that connect, even to answering machines. Minutes won't be decremented for unanswered calls or if you get a busy signal. For incoming calls answered, minutes are decremented from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks.

**Text Messaging:** Unless specific Service Plan terms apply, the rate to receive or send a text message to another phone is 1 minute per 1 text message either sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used. Plan minutes are not decremented until the third text message is either sent or received, and rounding does not apply.

### **Taxes & Government Fees**

You agree to pay all federal, state and local taxes, fees and other assessments that are required by law to be collected and remitted to the government on the Services and/or Devices provided to you. These charges may change from time to time without

advance notice. In most circumstances, all federal, state and local taxes, fees and other assessments are included in the price of Service for both pre-paid and Lifeline Supported Service(s).

### **Surcharges**

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service, various regulatory charges, TAG administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction. In most circumstances, all Surcharges are included in the price of Service. With respect to Lifeline supported Service, no additional Surcharges are assessed, applied to or levied on Lifeline supported Service. Further, with the exception of taxes or other charges that are required by law, any fees and/or charges associated with Lifeline supported Service are all inclusive, clearly documented and fully disclosed to the Lifeline applicant/subscriber and any regulatory authority having jurisdiction over such Services prior to the commencement of Service.

### **Customer Service**

If you have a service or billing problem or inquiry, you may contact TAG's Customer Service Department toll free at (866) 959-4918. We will make all reasonable attempts to resolve your problem or inquiry. In the event the Customer Service Department is unable to resolve your issue, your dispute will be escalated to the appropriate supervisory personnel of TAG. If you are still unsatisfied and/or your issue remains unresolved, TAG supervisory personnel will provide you with contact information for the appropriate Consumer Affairs/Customer Dispute Resolution department of the relevant Utility Commission or other Regulatory Authority for your state and/or the FCC. This information can also be located on TAG's website at [www.tagmobile.com/utilitycommissioncontacts](http://www.tagmobile.com/utilitycommissioncontacts). In the event that you wish to pursue resolution of your issue with TAG directly, the Dispute Resolution provisions of this Agreement will apply.

### **Protecting Our Network & Services**

We can take any action to:

- (1) protect our network, our rights and interests, or the rights of others; or
- (2) optimize or improve the overall use of our network and Services.

Some of these actions may interrupt or prevent legitimate communications and usage, for example message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, network, Services and equipment, see our AUP.

### **Your Privacy**

Our Privacy Policy is available on our website. To review the policy, visit [www.tagmobile.com](http://www.tagmobile.com). This policy may change from time to time, so review it with regularity and care.

### **Call Monitoring:**

To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments).

### **Contact:**

You agree that we may contact you for Service related reasons through the contact information you provide, through the Services or Devices to which you subscribe or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

**CPNI:** As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications products and Services you use, as well as some other information ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us.

**Third Party Applications:** If you use a third party application, the application may access, collect, use or disclose your personal information or require TAG to disclose your information, including location information (when applicable), to the application provider or some other third party. If you access, use or authorize third party applications through the Services, you agree and authorize TAG to provide information related to your use of the Services or the application(s). You understand that your use of third party applications is subject to the third party's terms and conditions and policies, including its privacy policy.

### **Information on Devices:**

Your Device may contain sensitive or personal information. TAG is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not

limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on your Device.

### **Location Based Services**

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 (“E-911”) services, and optional location-sensitive services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device’s location information and use of location-sensitive services.

You agree that any authorized user may access, use or authorize TAG or third party location sensitive applications through the Services. You understand that your use of such location sensitive applications is subject to the application’s terms and conditions and policies, including its privacy policy. If you activate location sensitive services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location sensitive applications and that the Device may be located. For additional information on location-sensitive services, see our Privacy Policy at our website.

### **911 Or Other Emergency Calls**

Public Safety Officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. E911 service, where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 - you should follow voice prompts when interacting with emergency service providers employing IVR systems to screen calls.

### **Handset Warranty**

TAG Mobile offers a Limited 90-day Warranty on handsets provided free to Lifeline customers, with a Full Warranty in effect for the first 10 business days following customer receipt of the equipment. Specifically, TAG Mobile Lifeline handsets will be replaced free of charge up to 10 business days following customer receipt for any reason. After 10 business days, TAG Mobile assesses a \$20 replacement fee, payable in advance, for lost or stolen handsets provided free with the standard Lifeline Plans.

Free Lifeline phones that are found to be defective after the initial 10 business days may also be replaced free of charge, with the exception of damage or defect resulting from misuse or abuse of the equipment. Pending receipt of the replacement phone, unused minutes in rollover plans will be credited to the next monthly renewal period, if not otherwise used by the customer by the expiration date of the then applicable monthly usage period following the receipt of and resulting from use of the replacement phone.

### **If Your Device Is Lost or Stolen**

Call us immediately if your Device is lost or stolen because you may be responsible for usage occurring before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We will not prorate charges to the date of termination and you won't receive a credit or refund for any unused Services if you choose to terminate Services as a result of loss or theft of your Device.

### **Disclaimer of Warranties**

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

### **You Agree We Are Not Responsible For Certain Problems**

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from:

- (1) anything done or not done by someone else;
- (2) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.);
- (3) traffic or other accidents, or any health-related claims relating to our Services;
- (4) Data Content or information accessed while using our Services;
- (5) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise;
- (6) interrupted, failed, or inaccurate location information services;
- (7) information or communication that is blocked by a spam filter;
- (8) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or
- (9) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to

secure your Device, computer or equipment and to back-up your information stored on each.

**You Agree Our Liability Is Limited - No Consequential Damages**

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

**DISPUTE RESOLUTION**

**We Agree To First Contact Each Other With Any Disputes**

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. We agree to contact each other as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's.

**Instead Of Suing In Court, We Each Agree To Arbitrate Disputes**

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's and notice to us will be sent to: Tag Mobile, LLC, Attn: General Counsel; 1330 Capital Parkway, Carrollton, TX 75006. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

- (3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- (4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of the last billing address of the Device. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.
- (5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.
- (6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.
- (7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above:
  - a. \$25 if you are seeking less than \$1,000 from us; or
  - b. the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

#### **Exceptions To Our Agreement To Arbitrate Disputes**

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

#### **No Class Actions**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

#### **No Trial By Jury**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

#### **Indemnification**

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your

shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

### **Providing Notice To Each Other Under The Agreement**

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on our website. We will provide you notice through one or more of the following: correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

### **Other Important Terms**

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Texas, without regard to the conflicts of law rules. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to complaints, payment, E911, dispute resolution, no class action, no jury trial), survive termination of Services.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In the Matter of a Petition by TAG Mobile, LLC )  
For Designation as an )  
Eligible Telecommunications Carrier in the )  
Commonwealth of Pennsylvania for the )  
Limited Purpose of Offering Lifeline and )  
Link-Up Services to Qualified Households )**

**Docket No. P-2011-2241542**


**VERIFICATION**

I, Frank Del Col, first being duly sworn, hereby state that I am the President and CEO of TAG Mobile, LLC (the "Company") and that I am authorized to make this verification on behalf of the Company.

I hereby state that the facts regarding the Company that are set forth in the foregoing Third Supplement to the Petition of Tag Mobile, LLC for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Pennsylvania for the Limited Purpose of Offering Lifeline and Link-Up Services to Qualified Households Petition are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

  
\_\_\_\_\_  
Frank Del Col

Subscribed and sworn before me this 16th day of November, 2012

  
\_\_\_\_\_  
Notary Public

