

## Law Offices of Bradford M. Stern

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June 27, 2013

### **Via eFiling**

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

**Re: Petition of Telrite Corporation d/b/a Life Wireless 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-2011-2234287**

Dear Secretary Chiavetta:

On behalf of Petitioner Telrite Corporation d/b/a Life Wireless, enclosed please find its Third Supplement to the above-captioned Petition.

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  
Elizabeth Lion Januzzi (via e-mail)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**In the Matter of a Petition by Telrite )  
Corporation d/b/a Life Wireless 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-2011-2234287**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 27th day of June 2013, copies of the attached Third Supplement to the above-captioned 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

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>In the Matter of a Petition by Telrite Corporation d/b/a Life Wireless For Designation as an Eligible Telecommunications Carrier in the State of Pennsylvania for the Limited Purposes of Offering Lifeline and Link-Up Services to Qualified Households</b>	)	<b>Docket No. P-2011-2234287</b>
	)	
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	)	
	)	
	)	

**THIRD SUPPLEMENT**

**TO**

**PETITION OF TELRITE CORPORATION D/B/A LIFE WIRELESS FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF PENNSYLVANIA FOR THE LIMITED PURPOSE OF OFFERING LIFELINE AND LINK-UP SERVICES TO QUALIFIED HOUSEHOLDS**

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and

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*Counsel for Telrite Corporation d/b/a Life Wireless*

June 27, 2013

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>In the Matter of a Petition by Telrite Corporation d/b/a Life Wireless For Designation as an Eligible Telecommunications Carrier in the State of Pennsylvania for the Limited Purposes of Offering Lifeline and Link-Up Services to Qualified Households</b>	) ) ) ) ) ) )	<b>Docket No. P-2011-2234287</b>
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**THIRD SUPPLEMENT**

**TO**

**PETITION OF TELRITE CORPORATION D/B/A LIFE WIRELESS FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF PENNSYLVANIA FOR THE LIMITED PURPOSE OF OFFERING LIFELINE AND LINK-UP SERVICES TO QUALIFIED HOUSEHOLDS**

Telrite Corporation d/b/a Life Wireless (“Telrite” 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 the Company’s Responses to Commission Staff Data Requests, 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> Telrite previously filed its Petition in this proceeding on April 4, 2012, Reply Comments and Supplement to Petition on September 2, 2011, a Second Supplement to Petition on April 5, 2012, a Revised Compliance Plan filed with the FCC (replacing the Compliance Plan filed with the Second Supplement) on May 11, 2011, the FCC-approved Compliance Plan and FCC Public Notice thereof on December 28, 2012, a Public Notice Erratum issued by the FCC on January 11, 2013, and financial information under a Motion for Protective Order dated May 31, 2013 (collectively, “Prior Filings”).

## CONCLUSION

Having demonstrated that Telrite 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, Telrite respectfully requests that the Commission designate Telrite as an ETC for the provision of low income support on a wireless basis in the Commonwealth of Pennsylvania.

Respectfully submitted,

**TELRITE CORPORATION d/b/a LIFE WIRELESS**



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

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

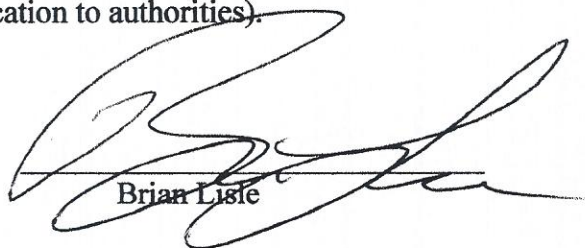
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Limited Purposes of Offering Lifeline and )  
Link-Up Services to Qualified Households )**

**Docket No. P-2011-2234287**

**AFFIDAVIT**

I, Brian Lisle, first being duly sworn, hereby state that I am the President of Telrite Corporation d/b/a Life Wireless (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 Petition in this matter 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).

  
Brian Lisle

Subscribed and sworn before me this 26th day of June, 2013.

  
Notary Public



Notary Public, Cobb County, Georgia  
My Commission Expires July 2, 2015

**ATTACHMENT 1**

**Telrite Corporation d/b/a Life Wireless  
Responses to Commission Staff Data Requests**

**Petition of Telrite Corporation d/b/a Life Wireless for Designation as an Eligible  
Telecommunications Carrier in the State of Pennsylvania for the Limited Purpose  
of Offering Lifeline and Link-Up Services to Qualified Households  
Docket No. P-2011-2234287**

**Responses of Telrite Corporation d/b/a Life Wireless to Commission Staff Data Requests  
June 27, 2013**

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

Telrite's Lifeline current Lifeline offerings are set forth in its approved FCC Compliance Plan, at Section II, pages 22 and 23, and supersede the offerings as described in Telrite's original petition and petition supplement.

- 2. How will Telrite satisfy the new federal regulations and Pennsylvania's requirements regarding advertising and Notice of availability of Lifeline, determination of the initial and continued eligibility of Lifeline consumers, and reporting requirements?**

Telrite is already following the new federal regulations in the determination of initial and continued eligibility consumers and reporting throughout its ETC service area. As such Telrite does not expect any issues successfully implementing those same procedures and policies in Pennsylvania. Telrite has an active marketing plan to satisfy the advertising and notice of availability of Lifeline requirements. See attached EXHIBIT A.

- 3. Explain in detail how Telrite will comply with Pennsylvania's Lifeline requirements.**

As stated in its Petition, Telrite has committed to complying with the Commonwealth's Lifeline requirements, per Act 183 of 2004 and the Commission's implementing orders.<sup>1</sup> Specifically, Telrite committed to:

- providing its prepaid Lifeline services to all eligible telecommunications customers who wish to subscribe to such services and who reside in Telrite's service area;

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<sup>1</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).

- 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 Telrite's service, Telrite 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 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 Telrite 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, Telrite 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, Telrite will verify consumer Lifeline eligibility in accordance with the FCC's rules and as described in Telrite'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 Telrite 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, Telrite has a dedicated Regulatory and Compliance team that will ensure all Commonwealth specific rules and regulations are adhered to by Telrite and timely response to any inquiries by Commission Staff.

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The primary and backup contact persons for the team are the following persons:

Jim Carpenter (Primary)  
SVP Compliance & Field Operations  
Telrite Holdings, Inc.  
14230 Lochridge Blvd. Suite K-L  
Covington, GA 30014  
(678) 202-0814  
Fax: (678) 202-1370  
[jim.carpenter@telrite.com](mailto:jim.carpenter@telrite.com)

Melissa Driskell (Backup)  
Paralegal ,Regulatory Manager  
Telrite Holdings, Inc.  
4113 Monticello Street  
Covington, GA 30014  
(678) 202 0830  
Efax: (678) 202 1362  
[melissa.driskell@telrite.com](mailto:melissa.driskell@telrite.com)

4. **Is Telrite willing to petition the PA Commission prior to making any future change to reduce the basic lifeline services offered by Telrite? Yes.**
5. **Is Telrite willing to petition the PA Commission for renewal of its ETC designation status in the event of a change in Telrite's corporate control? Yes.**
6. **Is Telrite willing to provide BCS with a copy of its annual Lifeline Verification Survey results by 8/31 of each year? Yes.**
7. **Is Telrite willing to provide BCS with a copy of form 497 filed with USAC quarterly? Yes.**
8. **Is Telrite willing to provide BCS with copies of advertising and outreach materials?**  

Yes. Telrite's Terms and Conditions are attached as EXHIBIT B. Advertising and outreach materials are attached as EXHIBIT C and EXHIBIT D.
9. **Is Telrite willing to provide customers with information that BCS is available to assist in the resolution of lifeline consumer complaints? Yes.**
10. **Is Telrite willing to provide BCS with a copy of the company's certification/application form for review specifically for Pennsylvania? See page 9 of the compliance plan and exhibit A Georgia's Application/Certification.**

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Yes. See attached EXHIBIT E.

**11. Is there a cost or are minutes deducted from the customer's allotted minutes when the company contacts the customer to re-certify the customer's Lifeline status? See page 13 of the compliance plan. No.**

**12. Are any restrictions applied to the unused minutes from the 125 Minutes Plan when the minutes are carried over to another month? See page 23 of the compliance plan? No.**

**13. Clarify and detail the company's process to ensure that customers are not receiving duplicate lifeline service.**

Telrite uses methods at three different intervals during the customer account creation and maintenance process to identify and prevent duplicate customer accounts. The intervals at which these methods occur are: *At the time of order entry*, *Daily*, and *Monthly*, and the methods used are as follows:

1. At the time of order entry: For each new order, the electronic order entry system checks for duplicate identity components including exact names, last four Social Security Number digits and date-of-birth at the customer's exact address. Additionally customer information is checked against a third-party intra-Lifeline provider duplicate database to further eliminate potential duplicate orders.
2. Daily: Each night a more robust and exhaustive process is performed comparing similar names, last four social security number and date of birth to weed out any orders that passed the initial check via exact data comparison on initial orders.
3. Monthly: As a final safety net, each month the same robust and exhaustive comparison performed daily comparing similar name and address combinations against each customer is processed to ensure any customer modifications do not result in duplicate customers.

**14. Explain in detail the connection/business plan between Telrite, Life Wireless and Pure Unlimited.**

See attached EXHIBIT F.

**15. Explain the refurbished or new phone warranties. Will customers be given the warranty at the time they receive the phone?**

LIFE WIRELESS does not manufacture our mobile phones or other equipment and is not responsible for any damage or injury caused by mobile phones or other equipment. For a defective or malfunctioning phone replacement, call LIFE

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WIRELESS Customer Service at 1-888-543-3620. Warranty is given to the customer at the time the customer receives the phone.

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

For a defective or malfunctioning phone replacement, call LIFE WIRELESS Customer Service at 1-888-543-3620 from any landline or via 611 from their Life Wireless handset. LIFE WIRELESS will replace the defective or malfunctioning phone with a new or refurbished handset once the customer returns the phone and the phone is inspected and deemed defective or malfunctioning at LIFE WIRELESS's discretion.

Within 30 days of activation:

Replacement batteries and chargers will be sent free of charge.

Handsets must be mailed back to us to determine if damaged by customer or defective. If damaged by the customer, a log will be placed on the account to notify them that we will need payment when they call back in. If defective, we will send a replacement with a card.

31 days and after activation:

For as long as the customer account remains active, we will issue a free replacement phone per the following guidelines:

A. Customer must mail the defective/damaged phone to us. If the phone is determined to be defective, we will ship out a replacement phone free of charge along with a 2 week Unlimited PIN.

B. If the phone is determined to be damaged, Life Wireless will notate on the account for next time the customer contacts us to notify them that we must secure payment before shipping out a replacement phone. - Dead batteries / chargers / damaged SIMs will be charged a flat \$5.00. The customer is charged \$20 for the replacement of a damaged, lost or stolen handset.

**17. When the lifeline customer contacts the company or the company contacts the customers via the customer's handset is there a cost or are minutes deducted from the customer's allotted minutes?**

No. Customers can contact Customer Service without depleting minutes by dialing 611 from their handset.

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**18. Are Lifeline customers charged a reactivation fee? Are Telrite customers billed a fee for calls placed to activate their phones? See marketing material.**

Customers are not charged either of the stated fees.

**19. Please provide a copy of the phone warranty.**

LIFE WIRELESS does not manufacture our mobile phones or other equipment and is not responsible for any damage or injury caused by mobile phones or other equipment. For a defective or malfunctioning phone replacement, call LIFE WIRELESS Customer Service at 1-888-543-3620.

**20. Are Telrite customers billed at any time for services?**

Invoices are created including the Lifeline credit giving the customer a zero (\$0.00) balance. Effectively therefore Lifeline customers are not billed in arrears and do not carry a balance due on their accounts. Replenishment of minutes is on a pre-paid basis.

**21. If so, what is Telrite's billing method?**

See the response to Question 20.

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

Customers are informed at the time of enrollment that the phone and service are free of charge and that they will not receive a bill.

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

Customers may contact Life Wireless' Customer Service Department or their state public utility commission.

**24. Are Telrite customers billed for calls placed to Telrite's Customer Care Center at 888-543-3620 or 888-543-3640? The company explained in their revised compliance plan that a customer would not be charged for calls made to Telrite (via 611) but did not provide an explanation about calls made to their Customer Care Center at 888-543-3620 or 888-543-3640. Are minutes deducted from the customer's allotted minutes for these calls?**

Customers must dial 611 from their handsets to avoid minute depletion.

**25. How will customer complaints be handled by the company?**

- a. Customer complaint is received. A Help Desk ticket may be issued for tracking and resolution if applicable.
- b. The appropriate staff member(s) is notified and the complaint is investigated.
- c. Staff immediately contacts the customer to ensure resolution requirements are understood. This is documented and may also be logged in the Help Desk system.
- d. Staff uses multiple tools including the order management system, customer service system, enrollment portal system, and any documentation available on the complaint.
- e. Staff completes investigation of complaint and escalates to Compliance Department if waste, fraud, or abuse is suspected.
- f. Customer is contacted with the resolution and their satisfaction is ensured. Resolution is documented and may also be recorded in the Help Desk database.

**26. What is the customer specific complaint number and contact person?**

Customer Service Department: 1-888-543-3620 from any landline phone or via 611 from the Life Wireless handset. Customers may also write to Telrite at the following address:

Telrite Corporation d/b/a/ Life Wireless  
PO Box 2840  
Covington, GA 30015

**27. Are the customer service department phones answered 24 hours per day, 7 days per week?**

Customer Service is available daily from 8:00 am to 12 midnight Monday-Sunday.

**28. What are the contact names, phone and fax numbers, and addresses for the PUC to submit customer complaints?**

Jim Carpenter  
SVP Compliance & Field Operations  
Telrite Holdings, Inc.  
14230 Lochridge Blvd. Suite K-L  
Covington, GA 30014  
(678) 202-0814  
Fax: (678) 202-1370  
[jim.carpenter@telrite.com](mailto:jim.carpenter@telrite.com)

**29. What is the specific contact person(s) name, direct phone number and address for the PUC staff to be in touch with to resolve customer complaints?**

Please see the response to Question 28.

**30. If Telrite has to escalate a subscriber application to its supervisory personal for approval, how long does it usually take for Telrite to approve or deny the application? See page 8 of the Compliance Plan.**

Telrite will approve or deny such applications as soon as possible.

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

**32. Will Telrite be filing supplements to their original petition to amend their original petition to address the concerns of BCS and OCA?**

Since the filing of its original Petition, Telrite has made several supplemental filings:

- Reply Comments (to Comments of OCA) and Supplement to Petition, filed September 2, 2011;
- Second Supplement to Petition (responding to Secretarial Letter and filing FCC Compliance Plan), filed April 5, 2012;
- Letter transmitting Revised Compliance Plan, replacing Compliance Plan filed with Second Supplement, filed May 11, 2012;
- Letter transmitting Compliance Plan filed with FCC on December 19, 2012 and the FCC's Notice of Approval thereof dated December 26, 2013, filed December 28, 2012; and
- Letter transmitting FCC Erratum released January 2, 2013, correcting the publicly noticed filing date of Telrite's Compliance Plan, filed January 11, 2013.

Telrite will continue to file any and all supplements to its original petition as required per the Commission's rules and Staff's directives consistent therewith.

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**33. The FCC recently cited numerous Lifeline subscribers for receiving multiple Lifeline phones from various providers. Telrite was listed as one of the company providing service to these subscribers. Please explain, how Telrite has modified their procedures to avoid offering duplicate Lifeline service to a potential subscriber who may be receiving Lifeline support under another name?**

At this time Telrite can only guard against duplicates by utilizing its internal database of customers and by utilizing the CGM dupe database check. To fully eliminate duplicates there must be a national database of registered users and addresses, as championed by the FCC. Telrite stands ready to utilize the FCC's national de-dupe database when it is available.

Telrite has implemented a “suspend/verify” procedure. Once a Lifeline account is created and a line activated, it is continually monitored and its account billing status is changed to “suspended” if the subsidy and/or address proof is rejected, and/or subscriber information is flagged as incorrect; if the account is flagged as activated via suspected subscriber or representative misconduct; or if no usage on the account’s line occurs for 60 consecutive days. Upon suspension, the line will only dial out to Customer Service and 911 once allotted minutes are depleted. Telrite will then disconnect the account if the suspension condition causing the suspension is verified and/or the condition not ameliorated (e.g., the customer timely contacts Customer Service to have the line reactivated if non-usage caused the suspension). Telrite suspends its USAC reimbursement claim for a suspended account and will seek reimbursement only if the account is properly reactivated.

**34. Provide evidence that Telrite 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 12, Telrite addressed this requirement, as follows:

“Since Telrite is providing service to its customers through the use of facilities obtained from other carriers, this arrangement allows Telrite 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, Telrite further states the following:

1. Pursuant to 47 C.F.R. § 422(b)(4), Telrite 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).” Telrite has committed to compliance with this rule in its

Compliance Plan (see Compliance Plan, dated December 19, 2012, at Page 21; filed with the Commission on December 28, 2012).

2. Telrite's underlying carrier is AT&T (see Compliance Plan, *supra*, at Page 3). Telrite resells this carrier's voice telephony services. AT&T is a nationwide, facilities-based provider that itself is subject to various regulatory requirements with regard to remaining functional in emergency situations. Telrite notes that 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>2</sup> Although Telrite does not find a Commission order taking similar notice with respect to AT&T, AT&T is subject to the same federal certification requirements as Sprint and Verizon.
3. As a Long Distance company, Telrite maintains its own switching facilities and data center for the express purpose of providing quality telecommunications services. Telrite's facilities are housed in a center with fully redundant power and HVAC, a controlled temperature and humidity environment, fire-threat detection and suppression and year-round critical monitoring with secure access. The switch and data facility features a diesel powered back-up generator, DC battery strings with approximately 7 hours of float and redundant fiber optic network connectivity. Each system within the facility is housed on redundant servers, each with redundant data network and AC/DC power.

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<sup>2</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.

**EXHIBIT A**

**PENNSYLVANIA ADVERTISING AND MARKETING PLAN**

# Telrite Corporation

## Pennsylvania Advertising and Marketing Plan

Version 1.7 – Revised June 26, 2013

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Telrite advertises Lifeline services under the d/b/a “Life Wireless”. Life Wireless advertises the availability of, and the prevailing prices for, the universal services throughout the area in which they have been designated an ETC. Life Wireless complies with the requirements regarding advertisement as required by the FCC and USAC. Life Wireless continually reviews the success and effectiveness of their outreach materials and methods. Accordingly, more low-income Pennsylvania residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Life Wirelesses’ service. Life Wireless engages in models of marketing and advertising through the following one on one outreach and enrollment methods:

- Community Outreach
- Site Events: Live Enrollments
- FCC and State Compliant Banners and Signs
- Website directs potential customers to sign up locations

### **Community Outreach**

Community Outreach represents more than 99 percent of Life Wirelesses’ customer enrollment that is done in-person, as opposed to over the phone or the Internet. Event locations are scheduled using various market or industry data resources. Life Wireless directs a team of representatives that survey and evaluate potential event locations across its service areas. Additionally, Life Wireless partners with community organizations and governmental agencies that administer any of the relevant government assistance programs such as:

- Social Service Agencies
- Tribal Organizations
- Community Centers
- Nursing Homes
- Churches
- Food Banks

Please see **Exhibit “A”** - Life Wireless poster

### **Site Events**

All Site Events are required to meet the following uniform standards:

- (1) 10’x10’ Custom Printed Tent with frame
- (1) 6’ Custom Printed Fitted Table Cover
- (1) A-frame with (2) 2x3 Custom Printed Inserts
- (1) FCC Required Sign
- (1 each-per table) Laminated State Lifeline Form, State-specific signs as required

Please see **Exhibit “B”** – Site Event Photo

## **FCC and State Compliant Banners and Signs**

All Banners and Signs inform consumers in clear, easily understood language:

- that the offering is a Lifeline-supported service;
- that only eligible consumers may enroll in the program;
- what documentation is necessary for enrollment;
- that the program is limited to one benefit per household, wireline or wireless; and that Lifeline is a government benefit program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or barred from the program.

For all marketing materials, we use the following verbiage:

### Verbiage in LARGE PRINT:

- “Life Wireless is a Lifeline supported service, a government assistance program.”
- “Only eligible customers may enroll in the program.”
- “Forms of documentation necessary for enrollment are listed below.”
- “Service is limited to one discount per household, consisting of either wireline or wireless service.”
- “Telrite is an Eligible Communications Carrier (ETC), doing business as Life Wireless.”
- “IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can barred from the program.”

### Verbiage in FINE PRINT:

“Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household’s participation in one of the federal assistance programs. 1 – current or prior year’s statement of benefits from a qualifying state, federal or Tribal program. 2 – a notice letter of participation in a qualifying state, federal or Tribal program. 3 – program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 – other official document evidencing the consumer’s participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year’s state, federal, or Tribal tax return, current income statement from an employer or paycheck, Social Security statement of benefits, Veterans Administration statement of benefits, Retirement/pension statement of benefits, Unemployment/Workmen’s comp statement of benefits. Federal or Tribal notice letter of participation in Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation.”

Please see **Exhibit “C”**

## Website

[www.lifewireless.com](http://www.lifewireless.com) is the company website where customers can:

- Learn about the Lifeline program
- Learn how to sign up
- Request a Site Event
- Contact Customer Service
- Sign into their account
- See phones and rates
- Add minutes to their account

Life Wireless prominently displays on the:

- Home Page
  - A scrolling banner reading “For rates, comments and concerns, click here and select your state”. Please see **Exhibit “D” – 2 of 2** for the page to which the customer is directed.
  - Life Wireless™ is a Lifeline supported program that provides free cellular service each month for eligible customers. Life Wireless™ also provides plans for people who do not qualify for assistance. Life Wireless™ offers:
    - Voicemail
    - Text Messaging
    - Call Waiting
    - Three-way calling
    - Call Forwarding
    - Caller ID service
    - No roaming charge
    - No charge for domestic long distance calls
    - Nationwide Calling
    - Rollover Minutes\*
    - Affordable Recharge Plans

Lifeline is a government assistance program. Only eligible consumers may enroll in the program and documentation is necessary. Lifeline service is non-transferable.

Telrite Corporation d/b/a Life Wireless is an Eligible Telecommunications Carrier (ETC).

Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

- Our Mission Statement

Please see **Exhibit “D” – 1 of 2**

- About Lifeline Page
  - Low Income Assistance
    - Low Income telephone assistance provides a discount on a subscriber's monthly bill and/or a reduction to the customary charge to commence service (activation fees). Eligibility is based on income or participation in assistance programs related to income.  
In general, if a subscriber participates in any of the following programs, they are qualified for low-income telephone assistance.
      - (1) Temporary Assistance to needy Families (TANF)
      - (2) Supplemental Security Income (SSI)
      - (3) Food Stamps
      - (4) Medicaid
      - (5) Federal Public Housing Assistance (FPHA)
      - (6) Low-Income Home Energy Assistance Program (LIHEAP)
      - (7) or an income that is at or below 135% of Federal Poverty Guidelines
  - WHAT IS LIFELINE SUPPORT?  
Lifeline support lowers the cost of basic, monthly local telephone service. An eligible customer may receive the Lifeline discount on either a wireline or wireless connection, but the discount is available for only one telephone connection per household. Lifeline does not apply to taxes, surcharges, and mileage charges.  
To learn more about the Lifeline Program, please visit these links:
    - [Universal Service Administrative Company: Lifeline](#)
    - [Federal Communications Commission](#)
    - [FCC Encyclopedia: Lifeline Public Service Announcements](#)
  - CTIA Consumer Code for Wireless Service
    - The CTIA (Cellular Telecommunications Industry Association) and select wireless carriers have developed the following Consumer Code. Life Wireless has voluntarily adopted the principles, disclosures, and practices for wireless service provided to individual consumers. These principles are:
      - (1) DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS
      - (2) MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE
      - (3) PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE
      - (4) ALLOW A TRIAL PERIOD FOR NEW SERVICE
      - (5) PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING
      - (6) SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS

- (7) PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE FOR CHANGES TO CONTRACT TERMS
- (8) PROVIDE READY ACCESS TO CUSTOMER SERVICE
- (9) PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS RECEIVED FROM GOVERNMENT AGENCIES
- (10) ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

Please see **Exhibit "E"**

Life Wireless is currently developing a webpage template for the Representatives that would like to have a website with their direct contact information.

### **Television**

Life Wireless has aired three separate PSA's on broadcast television educating residents on the Lifeline program.

Life Wireless is stressing the rules for obtaining wireless service aid with a new public service announcement, the third issued this year by Life Wireless.

The educational TV spot, circulated on the eve of Lifeline Awareness Week, September 10-16, explains that:

- Lifeline is a government benefit providing discounts on monthly telephone service for eligible low-income consumers.
- Eligible customers may receive a discount on either a landline or a wireless service, but not both, with a limit of one benefit per household.
- Consumers violating the one-per-household rule may be subject to criminal and/ or civil penalties.

The PSA's can be viewed by selecting the following the following links:

<http://www.youtube.com/watch?v=7xOCEZvTv9o&feature=youtu.be>

<http://youtu.be/CwO5p-RgVhE>

<http://youtu.be/jXVxbh6Y1dE>

## Exhibit "A"

# FREE PHONE



# WITH FREE MONTHLY SERVICE!

Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

### Life Wireless Features:

- Voicemail
- Text Messaging
- Call Waiting
- Three-way calling
- Call Forwarding
- Caller ID service



- No roaming charge
- No charge for domestic long distance calls
- Nationwide Calling
- Rollover Minutes
- Affordable Recharge Plans

**IMPORTANT:** consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

### Need more minutes?

As Low As **\$7.95**



1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
<b>\$12.95</b>	<b>\$19.95</b>	<b>\$29.95</b>

**\$5 and \$10 Recharge Cards Also Available!**

**Many Calling Plans Available**  
(plans vary by State)

Contact our Customer Service Dept to check for the plans in your State

## 1-888-543-3620



Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg. consensus SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior year's state, federal or Tribal tax return, current income statement from an employer or paycheck, Social Security statement of benefits, Veterans Administration statement of benefits, Unemployment / Workers' comp statement of benefits, Federal or Tribal notice letter of participation in General Assistance, Unemployment, child support award, or other official document reporting income information for at least three (3) months time. Life Wireless will NOT retain a copy of the documentation. \$20.00 Unlimited card is good for 1 month of Unlimited Talk & Text. \$10.00 Unlimited card is good for 14 days of Unlimited Talk & Text. \$12.00 Unlimited card is good for 7 days of Unlimited Talk & Text. \$7.95 Unlimited card is good for 3 days of Unlimited Talk & Text. Up on expiration of Unlimited Card, you must add a new recharge card of any denomination to continue service. \$5 and \$10 recharge cards available and text messages are 3 per Minute of Talk. Life Wireless recharge cards valid for Pure Unlimited or Life Wireless phone/service only. Rates and fees subject to change.

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.

## Exhibit "B"



## Exhibit "C"

### **ATTENTION CUSTOMERS**

- **Only ONE (1) Lifeline supported service is allowed per household.**
- **Customers must present Photo ID and Proof of Benefit to obtain service.**
- **Contact 1-866-477-5011 to report any fraud involving the Lifeline Program.**

Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

**IMPORTANT:** consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.


Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 -current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment/ Worker's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation.

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.

## Exhibit "D" – 1 of 2

Customer Login | Representative Login | Customer Service | [Check Coverage](#) ▼ 833 90

*For rates, comments and concerns, click here*



# Talk, Text, Live with Life Wireless.

Click here to check your eligibility for Lifeline supported wireless service.



[About Lifeline](#) | [Phones & Rates](#) | [Sign Up Today](#) | [Add Minutes](#)

 **Visit Our Media Press Room**  
[CLICK HERE!](#)

**NEW UNLIMITED TALK & TEXT**  
for **\$29.95**  
[Learn More](#)

 **Request a Life Wireless Event at Your Location**  
[Click here for more information](#)

**OUR MISSION STATEMENT**  
*Life Wireless's mission is to drive awareness and availability of the Lifeline program to under-served markets across the United States.*  
*We are committed to being the industry-standard for compliance, and will continue to strive to prevent, detect and eliminate waste, fraud, and abuse.*

**Life Wireless™** is a Lifeline supported program that provides free cellular service each month for eligible customers. Life Wireless™ also provides plans for people who do not qualify for assistance. Life Wireless™ offers:

- Voicemail
- Text Messaging
- Call Waiting
- Call Forwarding
- Caller ID service
- Three-way calling
- No roaming charge
- No charge for domestic long distance calls
- Nationwide Calling
- Affordable Recharge Plans
- Rollover Minutes\*

Lifeline is a government assistance program. Only eligible consumers may enroll in the program and documentation is necessary. Lifeline service is non-transferable.

Telrite Corporation d/b/a Life Wireless is an Eligible Telecommunications Carrier (ETC).

Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Explore Life Wireless™ or [click here](#) to get started.

\* Not all plans include Rollover Service

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Web Development by Infomedia

Contact Us | Terms of Use | Terms of Service | Privacy Policy | Customer Login | Representative Login  
[About Life Wireless](#) | [Media](#) | [Phones & Rates](#) | [Sign Up Today](#) | [Add Minutes](#) | [Customer Service](#)







Exhibit "D" – 2 of 2



Customer Login | Representative Login | Customer Service Check Coverage ▾  GO

[About Lifeline](#) | [Phones & Rates](#) | [Sign Up Today](#) | [Add Minutes](#)

## Phones & Rates

[Handsets](#) | [Program Rates](#) | [Refill](#) | [International](#)

**Life Wireless**

Select your state of residence to check our programs:

State:

Eligibility	Non-Recurring Phone Fee	Non-Recurring Activation Fee	Monthly Airtime Fee	Monthly Minutes	Text Rate	Rollover
LifeLine eligible	\$0.00	\$0.00	\$0.00	125	1/3 minute	Yes
Non-LifeLine eligible	\$20.00	\$0.00	\$12.75	125	1/3 minute	Yes
LifeLine eligible	\$0.00	\$0.00	\$0.00	250	1/3 minute	No
Non-LifeLine eligible	\$20.00	\$0.00	\$12.75	250	1/3 minute	No

Complaints concerning Lifeline Service can be directed to:

**Pennsylvania Public Service Commission**

**Address**  
PO Box 3265, Harrisburg PA 17105-3265

**Phone**  
Main: 717-783-1740  
Toll-Free: 800-692-7380  
Complaint: 717-783-1661

**Website**  
<http://www.puc.pa.gov>

## Exhibit "E" - 1 of 2

The screenshot shows the top navigation bar of the Life Wireless website. It includes the Life Wireless logo, links for Customer Login, Representative Login, and Customer Service, a search bar with the text "Check Coverage" and "sip", and a "GO" button. Below the navigation bar are four menu items: "About Lifeline", "Phones & Rates", "Sign Up Today", and "Add Minutes".


**OUR MISSION STATEMENT**

*Life Wireless's mission is to drive awareness and availability of the Lifeline program to under-served markets across the United States.*

*We are committed to being the industry-standard for compliance, and will continue to strive to prevent, detect and eliminate waste, fraud, and abuse.*

### About Us

LIFE WIRELESS™ is a Lifeline supported wireless service provided by TELRITE CORPORATION. LIFE WIRELESS™ offers a Lifeline discount to low income families and individuals for wireless services. To obtain LIFE WIRELESS™ service potential subscribers must meet certain eligibility requirements such as receiving governmental assistance or a household income that is 135% or below the federal poverty level. The specifics of what determines a potential subscriber's eligibility are specific to each state. LIFE WIRELESS™ service is limited to one per household, and cannot be combined with any other Lifeline offering.



Visit Our Media Press Room  
[CLICK HERE!](#)

Lifeline is a government assistance program. Only eligible consumers may enroll in the program and documentation is necessary. Lifeline service is non-transferable.

Telrite Corporation d/b/a Life Wireless is an Eligible Telecommunications Carrier (ETC).

#### LOW-INCOME ASSISTANCE

Low Income telephone assistance provides a discount on a subscriber's monthly bill. Eligibility is based on income or participation in assistance programs related to income.

In general, if a subscriber participates in any of the following programs, they are qualified for low-income telephone assistance.

1. Temporary Assistance to needy Families (TANF)
2. Supplemental Security Income (SSI)
3. Food Stamps
4. Medicaid
5. National Free School Lunch Program
6. Federal Public Housing Assistance (FPHA)
7. Low-Income Home Energy Assistance Program (LIHEAP)

## Exhibit “E” - 2 of 2

or an income that is at or below 135% of Federal Poverty Guidelines

In addition, residents of Federally-recognized Tribal lands may qualify under the following programs:

1. Food Distribution Program on Indian Reservations
2. Bureau of Indian Affairs General Assistance
3. Tribally Administered TANF
4. Head Start (meeting income-qualifying standards)

### WHAT IS LIFELINE SUPPORT?

Lifeline support lowers the cost of basic, monthly local telephone service. An eligible customer may receive the Lifeline discount on either a wireline or wireless connection, but the discount is available for only one telephone connection per household. Lifeline does not apply to taxes, surcharges, and mileage charges.

To learn more about the LifeLine Program, please visit these links:

- [Universal Service Administrative Company: Lifeline](#)
- [Federal Communications Commission](#)
- [FCC Encyclopedia: Lifeline Public Service Announcements](#)

### CTIA CONSUMER CODE FOR WIRELESS SERVICE

The CTIA (Cellular Telecommunications Industry Association) and select wireless carriers have developed the following Consumer Code. Life Wireless has voluntarily adopted the principles, disclosures, and practices for wireless service provided to individual consumers. These principles are:

1. DISCLOSE RATES AND TERMS OF SERVICE TO CONSUMERS
2. MAKE AVAILABLE MAPS SHOWING WHERE SERVICE IS GENERALLY AVAILABLE
3. PROVIDE CONTRACT TERMS TO CUSTOMERS AND CONFIRM CHANGES IN SERVICE
4. ALLOW A TRIAL PERIOD FOR NEW SERVICE
5. PROVIDE SPECIFIC DISCLOSURES IN ADVERTISING
6. SEPARATELY IDENTIFY CARRIER CHARGES FROM TAXES ON BILLING STATEMENTS
7. PROVIDE CUSTOMERS THE RIGHT TO TERMINATE SERVICE FOR CHANGES TO CONTRACT TERMS
8. PROVIDE READY ACCESS TO CUSTOMER SERVICE
9. PROMPTLY RESPOND TO CONSUMER INQUIRIES AND COMPLAINTS RECEIVED FROM GOVERNMENT AGENCIES
10. ABIDE BY POLICIES FOR PROTECTION OF CUSTOMER PRIVACY

### JOIN THE LIFE WIRELESS TEAM

To learn about job opportunities please forward a cover letter and resume to:  
[careers@lifewireless.com](mailto:careers@lifewireless.com)

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**EXHIBIT B**

**TERMS OF SERVICE**

# Terms of Service

You are bound to the following with regard to your use of the LIFE WIRELESS™ service:

- 1) The Terms of Service, including the binding arbitration clause
- 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features. Printed materials containing much of this information will also be provided to you. Go to [WWW.LIFEWIRELESS.COM](http://WWW.LIFEWIRELESS.COM) for information about the 14 day return policy.

1. **LIFE WIRELESS TERMS OF SERVICE:** " LIFE WIRELESS " or "we," "us" or "our" refers to LIFE WIRELESS Holdings LLC, acting on behalf of its FCC-licensed partners doing business as LIFE WIRELESS. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses the Equipment or Device (as defined below). This LIFE WIRELESS Terms of Service is an agreement between LIFE WIRELESS and you ("Agreement.") **PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE: This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.**
2. **CHARGES:** You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon LIFE WIRELESS. LIFE WIRELESS may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You agree to pay for incoming and outgoing calls to and from your phone. **AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RE-SEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES.** If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages),

unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. Additional charges may apply for detailed information about your usage of services. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers.

3. **DISPUTES:** WITHIN 60 DAYS OF THE DATE OF ANY EVENT GIVING RISE TO A DISPUTE, YOU MUST NOTIFY US IN WRITING AT LIFE WIRELESS, BILL DISPUTE, PO BOX 2207, COVINGTON GA 30015 ("LIFE WIRELESS'S ADDRESS") OF SUCH DISPUTE, INCLUDING A DISPUTE OVER ANY CHARGES AND ANY SERVICE WE PROVIDED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGE OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. THE 60 DAY LIMITATION SHALL NOT APPLY TO THE FILING OF A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION. YOU MAINTAIN YOUR RIGHT TO FILE A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION OR AN APPROPRIATE FEDERAL GOVERNMENTAL AGENCY REGARDING THE SERVICE PROVIDED AND/OR CHARGES IMPOSED BY LIFE WIRELESS. NOTHING IN THIS PARAGRAPH OR THIS AGREEMENT IN ANY WAY ELIMINATES OR ABRIDGES THAT RIGHT. THE 60 DAY LIMITATION SHALL NOT APPLY TO THE FILING OF A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION. YOU MAINTAIN YOUR RIGHT TO FILE A COMPLAINT WITH THE GEORGIA PUBLIC SERVICE COMMISSION OR AN APPROPRIATE FEDERAL GOVERNMENTAL AGENCY REGARDING THE SERVICE PROVIDED AND/OR CHARGES IMPOSED BY LIFE WIRELESS. NOTHING IN THIS PARAGRAPH OR THIS AGREEMENT IN ANY WAY ELIMINATES OR ABRIDGES THAT RIGHT.
4. **DEVICE:** The wireless phone or other device assigned to your account ("Device") must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. A Device capable only of using data service is not allowed with LIFE WIRELESS service. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on LIFE WIRELESS's systems are designed for use only on LIFE WIRELESS's network ("Equipment") and may not function on other wireless networks. Equipment is sold exclusively for use with LIFE

WIRELESS service and may not be resold. By purchasing such Equipment you agree to activate and use it on LIFE WIRELESS service. You also agree that you will not make, nor will you assist others to make, any modifications to the Equipment or programming to enable the Equipment to operate on any other system. LIFE WIRELESS may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You understand and acknowledge that the Equipment is sold solely for use with LIFE WIRELESS service and that LIFE WIRELESS will be significantly damaged if you use or assist others to use the Equipment for any other purpose. You agree not to take any action to circumvent limits on the quantity of Equipment that may be purchased. You will be liable to LIFE WIRELESS for any damages resulting from the conduct prohibited in this section.

5. **PURCHASES AND AUTHORITY TO USE:** Your Device can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from LIFE WIRELESS or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any Device assigned to your account or on-line. Data transport charges are also incurred in the purchase of Goods, Content, and Services. Unless you have a data feature, in which case you will be billed according to your data feature, you will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a SIM assigned to your account. Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from the Device, including subscription services, and to incur charges for those Goods, Content, and Services, and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.
6. **Unlimited Voice and Text Services: UNLIMITED DOES NOT MEAN UNREASONABLE USE.** Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited services for conference calling or call forwarding exceeds 750 minutes per month, LIFE WIRELESS may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialogue between two individuals. If LIFE WIRELESS finds that you are using an unlimited voice service offering for anything other than live dialogue between two individuals, LIFE WIRELESS may at its option terminate your service or change your plan to one with no unlimited usage components. LIFE WIRELESS will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. With the monthly and daily Unlimited plans, unlimited text within the U.S. includes text only. The rate plan charge for the Unlimited Daily Talk & Text plan is assessed each day you use your phone

to make or receive voice calls, including a call to voice mailbox, or send a text message. The day for purposes of the daily rate plan charge starts at midnight and ends at midnight based on the time zone in which you are located when you make a call or send a message. A minimum account balance sufficient to pay the rate plan charge for the daily Unlimited plan is required to place or receive the first call of the day, use IM or send a message.

7. **LOCATION-BASED SERVICES:** Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by LIFE WIRELESS or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.
8. **LIFE WIRELESS 411 INFO:** In some cases our directory assistance service (411) will use the location of the Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at <http://www.lifewireless.com/privacy.php> for additional details about our use and protection of your personal information.
9. **LOST OR STOLEN PHONES:** If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. If your Device is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss. You can report your Device as lost or stolen and suspend service without a charge by contacting us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly service fees. We and you have a duty to act in good faith and in a reasonable and responsible manner, including in connection with the loss or theft of your Device.
10. **WARRANTY EXCHANGE PHONE POLICY:** LIFE WIRELESS does not manufacture our mobile phones or other equipment and is not responsible for any damage or injury caused by mobile phones or other equipment. For a defective or malfunctioning phone replacement, call LIFE WIRELESS Customer Service at 1-888-543-3620.

LIFE WIRELESS will replace the defective or malfunctioning phone with a new or refurbished handset once the customer returns the phone and the phone is inspected and deemed defective or malfunctioning at LIFE WIRELESS's discretion.

Within 30 days of activation:

Replacement batteries and chargers will be sent free of charge.

Handsets must be mailed back to us to determine if damaged by customer or defective. If damaged by customer a log will be placed on account to notify that we will need payment when customer calls back in. If defective, we will send a replacement with a card.

31 days and after activation:

For as long as the customer account remains active, LW will issue a free replacement phone per the following guidelines:

A. Customer must mail the defective/damaged phone to LW. - if the phone is determined to be defective LW will ship out a replacement phone free of charge along with a recharge pin covering the cost of mailing the phone to LW.

B. If the phone is determined to be damaged LW will notate on the account for next time the customer contacts us to notify that we must secure payment before shipping out a replacement phone. - Dead batteries / chargers / damaged SIMs will be charged a flat \$5

11. **DISHONORED CHECKS AND OTHER INSTRUMENTS:** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less.
12. **CHANGES TO TERMS AND RATES:** We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) by such means as LIFE WIRELESS determines to be most practicable, including playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, or by such other means as LIFE WIRELESS may determine. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

13. **TERMINATION:** Either party may terminate this Agreement (which will terminate the provision of the Service) at any time on advance notice to the other party. Funds deposited into your account via any method will not be refunded. LIFE WIRELESS may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if you fail to make all required payments when due or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Devices or Equipment.
14. **SERVICE LIMITATIONS; LIMITATION OF LIABILITY:** Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) in our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on factors such as service tenure and/or payment history and LIFE WIRELESS, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming internationally dial 611. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. LIFE WIRELESS may send "alerts" via SMS or email, to notify you of usage. These are courtesy alerts. There is no guarantee you will receive them. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. **WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.** Airtime and other service charges apply to all calls, including involuntarily terminated calls. LIFE WIRELESS **MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE**

REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL LIFE WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by LIFE WIRELESS; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, LIFE WIRELESS shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Device provided by or through LIFE WIRELESS, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold LIFE WIRELESS and its officers, directors, employees and representatives harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by LIFE WIRELESS or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF LIFE WIRELESS, or any violation by you of this Agreement. This obligation shall survive termination of your service with LIFE WIRELESS. LIFE WIRELESS is not liable to you for changes in operation, equipment or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

15. **ACCOUNT ACCESS:** You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may not be secure.
16. **VOICEMAIL SERVICE:** We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.
17. **DISPUTE RESOLUTION BY BINDING ARBITRATION: Please read this carefully. It affects your rights.** Summary: Most customer concerns can be resolved

quickly and to the customer's satisfaction by calling our customer service department at 1-888-543-3620. **In the unlikely event that LIFE WIRELESS' customer service department is unable to resolve a complaint you may have to your satisfaction (or if LIFE WIRELESS has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court, the Georgia Public Service Commission or an appropriate federal governmental agency instead of courts of general jurisdiction. You maintain your right to file a complaint with the Georgia Public Service Commission regarding the service provided and/or charges imposed by LIFE WIRELESS. Nothing in this paragraph or this Agreement in any way eliminates or abridges that right.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, LIFE WIRELESS will pay all costs of the arbitration.** Moreover, in arbitration you are entitled to recover attorneys' fees from LIFE WIRELESS to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), LIFE WIRELESS will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what LIFE WIRELESS has offered you to settle the dispute.

#### 18. **ARBITRATION AGREEMENT**

- a. LIFE WIRELESS and you agree to resolve all disputes and claims between us through either arbitration or the filing of a complaint with the Georgia Public Service Commission or an appropriate federal governmental agency. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - i. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - ii. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - iii. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - iv. claims that may arise after the termination of this Agreement.
  - v. References to "LIFE WIRELESS," "you," and "us" include our respective subsidiaries, affiliates, representatives, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek

relief against us on your behalf. **You agree that, by entering into this Agreement, you and LIFE WIRELESS are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to LIFE WIRELESS should be addressed to: General Counsel, LIFE WIRELESS, PO BOX 2207 COVINGTON, GA 30015 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LIFE WIRELESS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or LIFE WIRELESS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LIFE WIRELESS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LIFE WIRELESS is entitled.
- c. After LIFE WIRELESS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, LIFE WIRELESS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless LIFE WIRELESS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, LIFE WIRELESS will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)),

then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse LIFE WIRELESS for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of LIFE WIRELESS's last written settlement offer made before an arbitrator was selected, then LIFE WIRELESS will:
  - i. pay you the amount of the award; and
  - ii. pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
  - iii. If LIFE WIRELESS did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- e. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws LIFE WIRELESS may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, LIFE WIRELESS agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND LIFE WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and LIFE WIRELESS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if LIFE WIRELESS makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change,

you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

19. **MISCELLANEOUS:** This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a LIFE WIRELESS website and any documents expressly referred to herein or therein, make up the complete agreement between you and LIFE WIRELESS, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. LIFE WIRELESS may assign this Agreement, but you may not assign this Agreement without our prior written consent. In the event of a dispute between us, the law of the state of your address of record on your account at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized representatives of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

**Connecticut Customers/Questions About Your Service:** If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620 or dial 611 from your wireless phone or visit [www.lifewireless.com](http://www.lifewireless.com). If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: [www.state.ct.us/dpuc](http://www.state.ct.us/dpuc); Phone: 800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

**Puerto Rico Customers:** If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 787-756-0804 or 1-866-578-5500; Online: [www.jrtrpr.gobierno.pr](http://www.jrtrpr.gobierno.pr).

Hearing aid compatible phones available upon request to customer service.

**California Customers:** For tips on how to protect against fraud, please visit the CPUC's website at, [www.calphoneinfo.com](http://www.calphoneinfo.com)

**Texas Customers: Customer Eligibility Requirements.** A customer is eligible for Lifeline Service if they meet one of the criteria of paragraph (1), (2), or (3) of this subsection as determined by the LIDA. Nothing in this section shall prohibit a customer otherwise eligible to receive Lifeline Service from obtaining and using telecommunications equipment or services designed to aid such customer in utilizing qualifying telecommunications services.

(1) The customer's household income is at or below 150% of the federal poverty guidelines as published by the United States Department of Health and Human Services and updated annually;

(2) A customer who receives benefits from or has a child that resides in the customer's household who receives benefits from any of the following programs qualifies for Lifeline Services: Medicaid, Food Stamps, Supplemental Security Income (SSI), Federal Public Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), or health benefits coverage under the State Child Health Plan (CHIP) under Chapter 62, Health and Safety Code; or

3) A customer is an eligible resident of tribal lands as defined in subsection (c)(5) of this section.

**Georgia Customers:** Complaints concerning Lifeline Service can be directed to:  
**Georgia Public Service Commission's  
Consumer Affairs Unit**  
(404) 656-4501.

**West Virginia Customers:** The Public Service Commission of West Virginia is available for assistance in addressing customer questions, concerns, comments, and complaints:

**Public Service Commission of West Virginia**

201 Brooks Street

P. O. Box 812

Charleston, West Virginia 25323

- **Consumer Assistance: 800-642-8544**
- **Administration: 304-340-0356**
- **Toll Free: 800-642-8544**
- **Fax: 304-340-0325**

**Iowa Customers:** Complaints concerning Lifeline Service can be directed to:

**Iowa Utilities Board**

1375 East Court Avenue, Room 69

Des Moines, IA 50319-0069

877-565-4450

[customer@iub.gov](mailto:customer@iub.gov)

**Ohio Customers:** Complaints concerning Lifeline Service can be directed to:  
Public Utilities Commission of Ohio  
ATTN: IAD  
80 East Broad Street  
Columbus, Ohio 43215  
800-686-7826 or 800-686-1570 for TTY-TDD  
8am-5pm EST  
Puc.ohio.gov

**Pennsylvania Customers:**

Complaints concerning Lifeline Service can be directed to:  
Bureau of Consumer Services (BCS)  
Pennsylvania Public Utilities Commission  
PO Box 3265  
Harrisburg , PA 17105-3265  
Main Number: 717-783-1740  
Complaint Number: 717-783-1661  
BCS Toll-Free Complaint Number: 1-800-692-7380  
The PUC's phones are manned 8:00 am to 4:15 pm Monday through Friday, Eastern Time.  
[www.puc.pa.gov](http://www.puc.pa.gov)

## Terms of Use

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### **Submission of Ideas**

Life Wireless or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names, please do not send any original creative artwork, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Life Wireless products or marketing strategies might seem similar to ideas submitted to Life Wireless. Please do not send your unsolicited ideas to Life Wireless or anyone at Life Wireless. If despite our request that you not send us your ideas and materials, you still send them, please understand Life Wireless makes no assurances that your ideas and materials will be treated as confidential or proprietary.

### **Linking**

From time-to-time this website may contain links to other websites and resources and are provided for convenience only. Life Wireless has not reviewed the linked websites and is not responsible for the content or availability of any linked websites. The inclusion of any link to a website does not imply endorsement by Life Wireless of the website or their entities, products or services.

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Your use of this website is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations. Any attempt by any person to deliberately damage this website is a violation of criminal and civil laws. Life Wireless reserves the right to seek damages from any such person to the fullest extent permitted by law. In addition, you agree not to post or transmit through this website any material or content that violates or infringes in any way the rights of others or solicits, encourages or promotes the use of illegal substances or activities, which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability or otherwise violates any local, state or federal law. You may not engage in any activity on this website that restricts or inhibits any other user from using or enjoying this

website by "hacking", "cracking", "spoofing", or defacing any portions of this website  
You may not post or transmit through this website advertising or commercial solicitations; promotional materials relating to website or online services which are competitive with Life Wireless and/or this website; software or other materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive component, political campaign materials; chain letters; mass mailings, spam mail, any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of this website or its contents. You may not harvest or collect information about website visitors without their express written consent.

### **User Name**

If you are a Life Wireless Network subscriber, you must select a user name and password and you agree (i) to provide Life Wireless with accurate, complete and up to date information; (ii) to update your information to keep it accurate, current and complete; (iii) comply with these Terms of Use. Failure to provide accurate information constitutes a breach of this agreement, which may result in immediate termination of your right to access this website.

You may not select a user name that impersonates someone else, is or may be illegal, or may be protected by trademark or other proprietary rights, is vulgar or offensive or may cause confusion. Life Wireless reserves the right to reject any users name in our sole discretion.

You agree not to sell or transfer your use of or access to this website or permit anyone else whose account was suspended or terminated to use this website through your user name or password. You are responsible for maintaining the confidentiality of your password and account and for all activity that occurs on your account. You agree to immediately notify Life Wireless of any unauthorized use of your account or any other breach of security. Life Wireless will not be liable for any loss you incur as a result of someone else using your password and account with or without your permission.

### **Monitoring**

Life Wireless has the right, but not the obligation, to monitor the content of this website, to determine compliance with these Terms of Use and any other operating rules established by Life Wireless. Life Wireless has the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on this website that we find to be in violation of these Terms of Use or is otherwise objectionable. You are solely responsible for any information you post, transmit or otherwise make available on this website. You acknowledge and agree, that Life Wireless does not have any liability for any action or inaction with respect to any conduct, communication or posting on this website.

### **Global Availability**

Life Wireless controls this site from its Marietta, Georgia, USA offices; other Life Wireless sites may be administered and operated from various locations outside the United States. If you use this website from other locations you are responsible for compliance with applicable local laws. Life Wireless makes no representation that the products and services referenced herein are appropriate, or available, worldwide and in fact may not be available worldwide.

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## **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, Life Wireless IS NOT LIABLE FOR

ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ENROLLMENTS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF Life Wireless HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS, OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE.

TO THE EXTENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

**Privacy**

See the Life Wireless Privacy Policy located at:

<http://www.lifewireless.com/privacy.php>

**Jurisdiction**

The Federal laws and the laws of the State of Georgia, U.S.A., without regard to choice of law provisions, govern this Agreement and all claims relating to the relationship between the parties. If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

**EXHIBIT C**  
**ADVERTISING**



As a Life Wireless Customer you will receive FREE Minutes each month on your anniversary date. You must make at least one call every 60 days to keep your service active.\*

### Life Wireless Features:

- Nationwide Calling
- Text Messaging
- Caller ID
- Voicemail
- Rollover Minutes
- Affordable Recharge Plans
- Free 911 Service

Life Wireless provides Lifeline supported service to qualifying individuals. Life Wireless will provide a free wireless handset and free monthly minutes for as long as you remain an active qualified customer. Lifeline is a government assistance program and only eligible consumers may enroll to receive Lifeline discounts. This service is non-transferable.



### Life Wireless Plans:

Monthly Minutes	Text Rate	Rollover
125	1/3 minute	Yes
250	1/3 minute	No

### Recharge With Pure Unlimited

To Purchase Recharge Minutes or  
to Find a Retailer Near You Dial 611.

If you need more than the allotted free minutes each month, Life Wireless has partnered with Pure Unlimited to offer you recharge cards in the following denominations.

1 Day Unlimited Talk & Text	3 Day Unlimited Talk & Text	1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
\$4.95	\$7.95	\$12.95	\$21.49	\$29.95

\$5 and \$10 Recharge Cards Also Available

Pure Unlimited recharge cards are available in many retail establishments or online at [www.lifewireless.com](http://www.lifewireless.com)

We Accept  MoneyGram® Receive Code: 7924

## Things to know:

- Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.
- Customers must present Photo ID and Proof of Benefit to obtain service.
- **To complete the activation process you must power on your phone and place a call to 770-200-1000.**
- If you have further questions or concerns, Life Wireless Customer Service is ready to help. Agents are available 7 days a week from 8:00 am to Midnight EST. From your Life Wireless Phone, dial 611 for Customer Service (this does not use your minutes) or from a land line phone, dial 1-888-543-3620.

**IMPORTANT:** consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.



[www.lifewireless.com](http://www.lifewireless.com)

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.



\*Rollover is contingent upon the minutes program and that not all free minute plans contain rollover minutes

Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment / Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation. \$29.95 Unlimited cards is good for 1 month of Unlimited Talk & Text. \$21.49 Unlimited card is good for 14 days of Unlimited Talk & Text. \$12.95 Unlimited card is good for 7 days of Unlimited Talk & Text. \$7.95 Unlimited card is good for 3 days of Unlimited Talk & Text. \$4.95 Unlimited card is good for 1 day of Unlimited Talk & Text. Pure Unlimited recharge cards valid for Pure Unlimited or Life Wireless phones/service only. Rates and fees subject to change.

**EXHIBIT D**

**OUTREACH MATERIALS**

# FREE CELL PHONE with FREE Monthly Service

Representatives will be at:

To qualify bring photo ID and one proof of benefits (EBT, SSI, TANF, Section 8, Medicaid, LIHEAP, Free School Lunch)

Life wireless



Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

**IMPORTANT:** consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

**Affordable UNLIMITED Recharge Plans**

[www.LifeWireless.com](http://www.LifeWireless.com)



As Low As  
**\$7.95**

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.

Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment / Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation.

# FREE CELL PHONE with FREE Monthly Service

Representatives will be at:

To qualify bring photo ID and one proof of benefits (ie, EBT, SSI, TANF, Section 8, Medicaid etc.)

Life wireless



Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

**IMPORTANT:** consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

**Affordable UNLIMITED Recharge Plans**

[www.LifeWireless.com](http://www.LifeWireless.com)



As Low As  
**\$7.95**

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.

Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment / Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation.

**EXHIBIT E**

**PENNSYLVANIA WIRELESS LIFELINE SERVICES  
APPLICATION AND CERTIFICATION**



# Life Wireless

## Pennsylvania Wireless Lifeline Service Application and Certification

Mail or Fax completed and signed form to

Telrite Corporation / Life Wireless

PO Box 2840 Covington, GA 30015

FAX: 1-866-770-6110 / EMAIL: [lwforms@lifewireless.com](mailto:lwforms@lifewireless.com)

A complete and signed Lifeline Service Application and Certification (“Certification”) is required to enroll you in Telrite Corporation / Life Wireless’ Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

**One Lifeline service per household disclosures:** Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service 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 discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission’s rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

**Customer eligibility certification: I hereby certify that I participate in at least one of the following programs (check one):**

- Supplemental Nutrition Assistance Program (SNAP)       Income at or below 135% of Federal Poverty Guidelines
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program’s free lunch program

### Customer Application Information:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Date of Birth: Month: \_\_\_ Day: \_\_\_ Year: \_\_\_\_\_ Last Four Digits of Social Security Number (or Tribal ID Number): \_\_\_\_\_  
 If Qualifying for Lifeline by Income, number of Individuals in Household: \_\_\_\_\_  
 Home Telephone Number (if available): \_\_\_\_\_

### Residential Address (P.O. Box NOT sufficient)

Number: \_\_\_\_\_ Apt: \_\_\_\_\_ Street: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Address is (choose one):  Permanent  Temporary

### Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: \_\_\_\_\_ Apt: \_\_\_\_\_ Street: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Multiple households sharing and address:

I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household’s expenses, and I will complete a separate additional form.

**Activation and usage requirement disclosures:** This service is a prepaid service and you must personally activate it by calling 770-200-1000. To keep your account active, *you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from*

**Company.** If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

**I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.**

**Authorizations:**

I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., 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.

**Additional certifications:** I hereby certify, under penalty of perjury, that **(check each box):**

- I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- I am not listed as a dependent on another person's tax return (unless over the age of 60)
- The address listed below is my primary residence, not a second home or business
- If I move to a new address, I will provide that new address to the Company within 30 days
- If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- The information contained in this certification form is true and correct to the best of my knowledge

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Agent Use Only (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):**

**Documents Acceptable Proof for Income-Eligibility:**

- The prior year's state, federal, or Tribal tax return,
- Current income statement from an employer or paycheck stub,
- A Social Security statement of benefits,
- A Veterans Administration statement of benefits,
- A retirement/pension statement of benefits,
- An Unemployment/Workmen's Compensation statement of benefits,
- Federal or Tribal notice letter of participation in General Assistance, or
- A divorce decree, child support award, or other official document containing income information for at least three months time.

**List B - Choose 1**

- Program Participation card / document
- Prior year's statement of benefits
- Notice letter of participation
- Other official qualifying document: \_\_\_\_\_

Last 4 digits of Document from List B \_\_\_\_\_

Date of Proof Document: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expiration Date of Proof Document: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Documents Acceptable Proof for Program-Eligibility**

(choose 1 from each list A and B below)

**List A - Choose 1**

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- Section 8 Federal Public Housing Assistance (FPHA)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program

Applicant Account Number	Rep / Agent Signature

**EXHIBIT F**

**CORPORATE ORGANIZATION**

