



190 EAST CAPITOL STREET, SUITE 800 (39201)  
P.O. BOX 427  
JACKSON, MISSISSIPPI 39205-0427  
601-949-4900  
FAX 601-949-4804  
www.joneswalker.com

J. Andrew Gipson  
Direct Dial: 601-949-4789  
Direct Fax: 601-709-8658  
agipson@joneswalker.com

January 5, 2017

Mr. Steven King  
Executive Director/Secretary  
Washington Utilities and Transportation  
Commission  
1300 S. Evergreen Park Drive, S.W.  
Olympia, Washington 98504-7250

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STATE OF WASH  
UTIL. AND TRANSP  
COMMISSION

Re: Telrite Corporation d/b/a Life Wireless; Updates to Lifeline Plan  
Docket No. UT-110321

Dear Mr. King:

In compliance with Appendix A of the Commission Order in this Docket enclosed for filing with the Commission is an updated Terms and Conditions and Lifeline Service Application and Certification form. This updated filing incorporates revisions necessary to comply with the FCC's Modernization Order of 2016. Thank you for your assistance.

Sincerely,

J. Andrew Gipson

JAG/ssb  
Enclosures

cc: Susan Berlin, Esq.  
Roger Hahn

{JX237084.1}

JONES WALKER LLP

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<https://www.lifewireless.com>

Agent Portal (/ap/)

Contact Us (<https://www.lifewireless.com/main/contactus>)

Partners (<https://www.lifewireless.com/main/partners>)

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STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

# TERMS AND CONDITIONS

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 LIFE WIRELESS Privacy Policy; and any other policies incorporated into this Agreement by reference.

## I. GENERAL TERMS AND CONDITIONS

1. **GENERAL:** As used herein, "LIFE WIRELESS" or "we," "us" or "our" refers to Telrite Corporation d/b/a LIFE WIRELESS. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses our Devices or Services. As used in this Agreement, the term: (A) "Services" means services to the subscriber provided by or through LIFE WIRELESS to your Device (including voice telephony, text messaging, and broadband Internet access services), as well as any mobile applications provided to you by LIFE WIRELESS; and (B) "Device" means a mobile phone or other device, accessory or other product, provided or sold to you by LIFE WIRELESS, or that is activated or used under your LIFE WIRELESS account. 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. BY USING ANY OF OUR PRODUCTS OR SERVICES, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE. **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. **AGE LIMITATION:** You must be 18 years or older to enroll in or use LIFE WIRELESS's Services.
3. **CHARGES:** You are responsible for paying all charges for or resulting from Services provided under this Agreement, less any subsidies for which you are eligible. Charges may include, without limitation: airtime, data usage, roaming, 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.
  - A. **Voice and Text Usage Charges:** You agree to pay for incoming and outgoing calls and SMS text messages 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. 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. Except where otherwise noted (e.g., text messages to and from LIFE WIRELESS or unlimited plans), text messages will be billed for each incoming and outgoing text message.
  - B. **Data Usage Charges:** 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. Data transport/usage occurs whenever your device is connected to our network and is engaged in any data transmission, including but not limited to: (i) sending or receiving email, documents, or other content, (ii) accessing websites, or (iii) downloading and using applications. Some applications, content, programs, and software that you download or that comes pre-loaded on your device automatically and regularly send and receive data transmissions in order to function properly, without you affirmatively initiating the request and without your knowledge. You will be billed for all data transport and usage when your device is connected to our network, including that which you affirmatively initiate or that which runs automatically in the background without your knowledge, and whether successful or not. A data session initiated on our network will continue its connection over our network until the data transmission is concluded, even when you connect to a Wi-Fi network during the transmission.

4. **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 your state's Public Service Commission or the Federal Communications Commission ("FCC"). You maintain your right to file a complaint with your state's Public Service Commission, the FCC, or an appropriate federal or state 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.
5. **DEVICE** We may provide you with a handset Device free of charge, offer you a handset Device to purchase, or allow you to bring your own device to our network. The Device must be compatible with, and not interfere with, our Services, and must comply with all applicable laws, rules and regulations. We may periodically remotely upgrade the firmware or software on your Device. If we sell to you or otherwise provide you with a device, your Device is subject to our Device Unlocking Policy, available at: <https://www.lifewireless.com/main/unlocking> (<https://www.lifewireless.com/main/unlocking>). Hearing aid compatible phones are available upon request to customer service.
6. **PURCHASES AND AUTHORITY TO USE:** Your Device may be used to purchase goods and services including ring tones, graphics, games, applications, or news alerts (including subscription plans) from LIFE WIRELESS or elsewhere from third parties, including within



applications ("In-App Purchases") (collectively, "Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with a Device assigned to your account or online. Data usage charges are also incurred in the purchase of Goods, Content, and Services. You will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a Subscriber Identity Module (SIM) card 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.

7. **PERMISSIBLE NETWORK USES:** To ensure the activities of some users do not impair the ability of LIFE WIRELESS customers to have access to reliable services provided at reasonable costs, you may not use the Services in a manner that is unlawful, infringes on intellectual property rights, or harms, unduly interferes with or degrades the use of our network or systems. LIFE WIRELESS reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice, text or data uses detailed below.

LIFE WIRELESS voice and text services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. LIFE WIRELESS voice and text services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, broadcast or autodialed calls or texts, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals.

LIFE WIRELESS data services are provided solely for purposes of personal (i.e., noncommercial) use including web surfing, sending and receiving email, photographs and other similar messaging activities, and the noncontinuous streaming of videos, downloading of files or on line gaming. The data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not

limited to "autoresponders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (v) for activities adversely affecting the ability of other people or systems to use either LIFE WIRELESS' services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any Mobile device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a LIFE WIRELESS Device designated for such usage); or (vii) for any other reason that violates LIFE WIRELESS' policy of providing service for individual use.

8. **UNLIMITED VOICE AND TEXT SERVICES** The permissible network usage policy set forth in the preceding section applies to all LIFE WIRELESS plans, including its unlimited voice and text message plans. 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. only includes SMS-based text messages. 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.
9. **LOCATION BASED SERVICE:** Your Device may be locationenabled, 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 ("LocationBased 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 LocationBased Service to learn how the location information will be used and protected. We may also use location information to create aggregate data, subject to our Privacy Policy (located at <https://www.lifewireless.com/main/privacy> (<https://www.lifewireless.com/main/privacy>)), for services like trafficmonitoring and delivering targeted advertising. It is your responsibility to notify users on your account that the Device they are using may be locationenabled. The use of certain LocationBased Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.



10. **PREINSTALLED APPLICATIONS:** To enhance your Life Wireless experience, we have preinstalled a number of applications on our Devices, including but not limited to: (1) a Lock Screen, (2) a Search Widget, and (3) an App Recommendation Engine. Life Wireless licenses these applications from third-party application developers, and they may be updated or modified at any time. Based on your interaction with these applications, Life Wireless may provide you with rewards, including free top-ups of voice minutes, text messages, or data; promotions and discounts; or other benefits. The following additional terms apply to these applications:

**Lock Screen:** the Lock Screen tool, which was developed and is managed by Carrier EQ Inc. d/b/a AirFox Mobility, will enable you to receive and interact with advertising and other content on the lock screen of your Android Device. Life Wireless and AirFox may collect, use, and share your Personal Information—including but not limited to your location, device identifiers, and usage information—in connection with the Life Wireless Lock Screen. You must opt-in to this service for it to function, which you may do or have done when enrolling in service, and if you opt-in, you may opt-out at any time. However, if you opt-out, you may still receive generic advertisements on your lock screen. You will not be able to delete the Lock Screen functionality from your Device. For more information, please review our Privacy Policy at:  
<https://www.lifewireless.com/main/privacy>  
(<https://www.lifewireless.com/main/privacy>).

**Search Widget:** the Search Widget, which was developed and is managed by AirFind Corp., enables you to search for Internet content from the home screen of your Android phone. With your consent, the Search Widget may collect your location information in order to provide you with localized search results. The Search Widget may also collect device and connection information, as well as the searches you conduct, in order to deliver your search results and perform analytics. Your searches will be transmitted to Bing.com and, for restaurant searches, Yelp.com, and will be displayed on a Life Wireless branded search results page. You may not delete or replace the Search Widget, but you are not required to use it. For more information, please review our Privacy Policy at:  
<https://www.lifewireless.com/main/privacy>  
(<https://www.lifewireless.com/main/privacy>).

**App Recommendation Engine:** the App Recommendation Engine, which was developed and is managed by AirFind Corp., provides you with a list of recommended applications from the Google Play store. These recommendations are determined based on your Device. When you select a recommended app from the App Recommendation Engine, you will be directed to the Google Play store for download. Remember: when downloading third-party applications, the terms, conditions, and privacy policies of the third-party applications will apply, and not Life Wireless' terms and conditions and privacy policy. For more information, please review our Privacy Policy at:  
<https://www.lifewireless.com/main/privacy>  
(<https://www.lifewireless.com/main/privacy>).



**Premium Wi-Fi:** In addition to the broadband we provide through our Underlying Carrier, your service offering may offer access to Premium Wi-Fi, a mobile service provided by iPass Inc. ("iPass") that will enable you to access a nationwide network of millions of Wi-Fi hotspots. We do not own or control these Wi-Fi hotspots, or the management of the networks to which they are connected. Premium Wi-Fi is subject to the terms and conditions, privacy policy, and acceptable use policy of iPass, located here:

<https://www.ipass.com/ipass-terms-and-conditions/> (<https://www.ipass.com/ipass-terms-and-conditions/>). These terms and conditions and policies may be revised from time to time by iPass. In order to use Premium Wi-Fi, you must consent to the iPass terms and conditions.

11. **BROADBAND INFORMATION:** For additional information about our broadband Internet access service practices, please visit: <https://www.lifewireless.com/main/openinternet> (<https://www.lifewireless.com/main/openinternet>)
12. **PRIVACY:** By agreeing to the terms and conditions of this Agreement, you also agree to the terms of the LIFE WIRELESS Privacy Policy ("Privacy Policy"), which is available at [www.lifewireless.com/main/privacy](http://www.lifewireless.com/main/privacy) (<https://www.lifewireless.com/main/privacy>). The Privacy Policy may change from time to time so review it with regularity and care. It includes important information on what data we collect about you, how we use this data and with whom we share that data, as well as provides your options regarding how we use your information. LIFE WIRELESS may disclose to law enforcement authorities and governmental agencies any information about you, including but not limited to, your name, account information, account history, or other information. As the Company provides telecommunications products and Services to you, the Company obtains information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill. Any such "Customer Proprietary Network Information" (CPNI) data that LIFE WIRELESS collects from you will be handled in accordance with the FCC regulations and the LIFE WIRELESS Privacy Policy. Under federal law, you have the right and the Company has the duty to protect the confidentiality of your CPNI.
13. **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.
14. **LOST OR STOLEN PHONES:** If your Device is lost or stolen, you must contact us immediately to report the Device 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. You may request a replacement through customer service by paying a replacement fee (fees vary depending on your Device). Replacements will be shipped within 24 business hours or receipt of payment. 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.

15. **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 Device 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. Devices 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 top-up card.

**31 days and beyond after activation:** For as long as the customer account remains active, we will issue a free replacement phone per the following guidelines (Customer must mail the defective/damaged phone to us):

- A. If the phone is determined to be defective we will ship out a replacement phone free of charge along with a recharge PIN covering the cost of mailing the phone to us.
  - 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 that we must secure payment before shipping out a replacement phone. Dead batteries / chargers / damaged SIMs will be charged a flat \$5.00.
16. **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.



17. **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, roaming rates or administrative charges) by such means as LIFE WIRELESS determines to be most practicable, including but not limited to any of the following: 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, posting an update on our website, 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.
18. **TERMINATION<sup>1</sup>:** LIFE WIRELESS complies with the FCC's rules regarding porting benefits and cancelation of accounts. Per these rules, LIFE WIRELESS must terminate your service, upon notice to you, if the Company has a reasonable belief that you no longer qualify for LifeLine service, if you fail to timely recertify or if you fail to use your device for 30 consecutive days. LIFE WIRELESS may terminate this Agreement at any time without notice if we cease to provide service in your area. If your service includes federal LifeLine-supported broadband Internet service, you may not port your benefit from one LifeLine provider to another until you have been a subscriber with your original provider for at least twelve months from your service initiation. If your service is voice-only, you may not port your benefit from one LifeLine provider to another for at least sixty days from your service initiation. These timeframes can be shortened based on and subject to exceptions criteria set by the FCC, including failure to provide service, change in residential address, and other limited situations set forth in FCC regulations. 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 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.



19. **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 does not include the ability to make and/or receive calls while roaming internationally. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when powered "on". 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 prorata 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.

20. **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 be less secure.
21. **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.
22. **DISPUTE RESOLUTION BY MANDATORY, BINDING ARBITRATION:** Please read this carefully. It affects your rights. Summary: Most subscriber concerns can be resolved quickly and to the subscriber'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, your state's Public Service Commission or an appropriate federal or state governmental agency instead of courts of general jurisdiction. You maintain your right to file a complaint with your state's Public Service Commission or the FCC 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. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any nonfrivolous 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.

### 23. **ARBITRATION AGREEMENT**

Please read this carefully. It affects your rights.

- A. **Mandatory, Bilateral, and Binding Arbitration.** You and LIFE WIRELESS agree that any dispute, controversy, or claim arising out of or relating in any way to your use of Company Services, or to any products or services sold or distributed by Company or through Company websites or mobile applications, including any dispute or claim as to the scope or applicability of this agreement to arbitrate, shall be resolved only by final and binding, bilateral arbitration, except that (1) you may assert claims in small claims court if your claims qualify ; and (2) this agreement to arbitrate does not include your or Company's right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to the Choice of Law & Jurisdiction provision above, to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow the terms of these Terms and Conditions.**

The term "Dispute" shall include any dispute, claim, or controversy between you and Company regarding or relating to any aspect of your relationship with Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" also includes, but is not limited to, any and all claims between you and Company in any way related to or concerning this Agreement, Company's services, products, any billing disputes or disputes involving or relating to telephone calls or other communications that you claim were received by you from Company and/or a party acting on Company's behalf. The term "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Section, "Company" means Company and its parents, subsidiaries, affiliated companies, predecessors in interest, successors, and assigns, and each of their respective officers, directors, employees, and agents.



**B. Dispute Notice:** Before initiating an arbitration, you and Company each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to Life Wireless, Bill Dispute, PO Box 2207, Covington, GA 30015 (the "Notice Address"), (2) emailed at [dispute@lifewireless.com](mailto:dispute@lifewireless.com) (<mailto:dispute@lifewireless.com>), (3) submitted by visiting [www.lifewireless.com](http://www.lifewireless.com), or (4) brought to the attention to Company Customer Service at 1-888-543-3620. Company will provide a Notice of Dispute to you via mailing address or email address associated with your Company account. You and Company agree to make attempts to resolve the Dispute prior to commencing an arbitration and not to commence and arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Company may commence an arbitration proceeding.

**C. Arbitration Process and Procedure.**

- i. All Disputes shall be determined by binding arbitration (1) administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules"), and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) conducted by a single, neutral arbitrator; and (3) take place telephonically, unless an in-person hearing is specifically requested by either party, in such case in-person hearings shall take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.
- ii. Disputes may also be referred to another arbitration organization if you and Company agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act. 9 U.S.C. § 1-16.
- iii. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, collective, or representative action.
- iv. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY DISPUTE COVERED BY THIS AGREEMENT.

- v. The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/> (<http://www.jamsadr.com/rules-streamlined-arbitration/>). Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Company each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.
- vi. To commence an arbitration, a Demand for Arbitration is required to be executed and served on Company. Service of the Demand for Arbitration on Company can be mailed to Life Wireless, Bill Dispute, PO Box 2207, Covington, GA 30015 pursuant to the instructions provided by JAMS to submit a Dispute for arbitration. Service of the Demand for Arbitration on you will be sent to the Notice Address. Further instructions on submitting a Demand for Arbitration can be found at [www.jamsadr.com/files/Uploads/Documents/JAMS\\_Arbitration\\_Demand.pdf](http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf). Company will bear the cost of your initial filing fee.

- D. **Class Action Waiver.** NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE. Further, unless both you and Company expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.
- E. **Arbitrator Selection.** Arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both Company and you pursuant to JAMS Rule 12.
- F. **Arbitrator Award.** An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusion on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.



- G. **Fees.** In the event you commence arbitration, after Company receives notice that you have initiated arbitration, Company will promptly reimburse you for your payment of the filing fee and Company will pay the JAMS any case management fees associated with the arbitration and the professional fees for the arbitrator's services.
24. **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 (including but not limited to the FAA). 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.

## II. TERMS RELATED TO LIFELINE SERVICES

1. **LIFELINE PROGRAM.** LifeLine is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company. In addition to the general terms and conditions above in Part I, the following terms and conditions apply to LifeLine Services. The LifeLine program provides monthly discounts on telecommunications service (voice and broadband Internet access service) for eligible consumers. An eligible LIFE WIRELESS subscriber may receive a LifeLine discount on wireless service, but the LifeLine discount is available



for only one LifeLine offering per Household (including a voice and data bundle). 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 ("Household"). A Household is not permitted to receive LifeLine benefits from multiple providers. Violation of the one-per-household limitation constitutes a violation of the FCC's rules and will result in the applicant's de-enrollment from the LifeLine program. LifeLine is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

You may qualify for the LifeLine Services if you meet certain eligibility requirements. For the federal LifeLine program, these requirements are determined by federal regulation. For state-specific LifeLine programs, eligibility requirements vary by state. These state and federal eligibility requirements include program-based eligibility or income-based eligibility. By completing the LIFE WIRELESS application, you consent to release required information, including financial information, if necessary, to a designated representative as required for the administration of the LifeLine Services. This consent survives any termination of this Agreement. LIFE WIRELESS reserves the right to review any of your continued eligibility for the LifeLine program, at any time, and may require that you provide LIFE WIRELESS with written documentation of either your Household income or your participation in a qualifying state or federal program. If you or any member of your Household participates in a LifeLine program with another provider, you are responsible for (1) notifying the other provider that you or the other member of your Household has been approved for a LIFE WIRELESS LifeLine program and (2) de-enrolling in LifeLine service with the other provider. Notice to terminate service from any other provider's LifeLine program must be given before activating new service in the LIFE WIRELESS LifeLine program.

2. **PROGRAM BASED ELIGIBILITY.** To be eligible for LIFE WIRELESS LifeLine Services, a subscriber must meet the applicable eligibility requirements. LIFE WIRELESS subscribers are eligible to receive LifeLine discounts, under the program based eligibility criteria, if they participate in one or more of the following programs:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Veterans and Survivors Pension Benefit
- For subscribers residing on Tribal lands, the following programs also apply:
  - Food Distribution Program on Indian Reservations (FDPIR)
  - Bureau of Indian Affairs General Assistance (BIA)
  - Tribally Administered TANF

- Head Start (meeting income qualifying standards)

Acceptable documentation of program eligibility includes: (1) the 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 federal or Tribal program; (3) program participation documents (such as the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying federal or Tribal program.

**NOTE: As of December 2, 2016, the FCC has modified the programs that qualify subscribers for eligibility, including removing TANF, LIHEAP, the free lunch program, and state programs from the list of eligible programs for federal LifeLine, and adding Veterans Pension as a qualifying program.**

3. **INCOME BASED ELIGIBILITY.** You are eligible to receive LifeLine discounts, under the income based eligibility criteria, if your total gross income is at or below 135% of the Federal Poverty Guidelines. For purposes of federal regulations, "gross income" means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. Acceptable documentation of income eligibility includes 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.
4. **NONTRANSFERABLE AND NONASSIGNABLE** Eligibility for LIFE WIRELESS LifeLine Services is personal and relates to the subscriber individually. LifeLine Services subscribers may not transfer to any third party, including a third party that is eligible for LifeLine service, any of the subscriber's rights or benefits received under the LIFE WIRELESS LifeLine Services, including, but not limited to, any voice minutes or broadband data received under the LIFE WIRELESS LifeLine Services. Similarly, subscribers may not assign their rights or delegate any of their duties under this Agreement without the prior written consent of LIFE WIRELESS, and any attempted assignment or delegation without such consent shall be void.
5. **USAGE POLICY** To maintain your LifeLine service, you must use your service every 30 days (unless you have a regular billing and payment relationship with us). At or before 30 days of non-use, LIFE WIRELESS will provide notice to the subscriber that failure to use the LifeLine Services within a 15-day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an outbound call or using data; (2)



purchasing minutes or data from LIFE WIRELESS to add to the subscriber's plan; (3) answering an incoming call from a party other than LIFE WIRELESS; (4) responding to direct contact from LIFE WIRELESS and confirming that the subscriber wants to continue receiving the service; or (5) sending a text message. If the subscriber does not respond to the notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with us. **NOTE: As of December 1, 2016, the FCC has adopted a rule modifying the non-usage period from 60 days (with a 30-day notification period) to 30 days (with a 15-day notification period), and adding data usage and outbound text messaging to the definition of "use" for purposes of the rule.**

6. **LIFE WIRELESS LIFELINE PROGRAM CERTIFICATION.** Subscribers applying for LIFE WIRELESS LifeLine Services agree to and certify that all of the following conditions below apply (but not limited to):

- Applicant has read and understands the disclosures listed in the LifeLine Service Application and Certification ("Certification") form;
- Applicant certifies that to the best of their knowledge, applicant's Household is not already receiving a LifeLine service benefit;
- LifeLine service is limited to one connection per Household;
- The applicant meets the income-based or program-based eligibility criteria for receiving LifeLine service and has provided documentation of eligibility if required;
- If the applicant is seeking to qualify for LifeLine as an eligible resident of Tribal lands, he or she lives on Tribal lands;
- Applicant will be required to provide the last four digits of the applicant's Social Security Number or Tribal ID Number;
- Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;
- Applicant authorizes LIFE WIRELESS to access any records required to verify application statements on the LIFE WIRELESS form and to confirm applicants' eligibility for the LifeLine program;
- Applicant authorizes LIFE WIRELESS 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 the LifeLine Services;
- Applicant will notify LIFE WIRELESS within 30 days if for any reason he or she no longer satisfies the criteria for receiving LifeLine Services, including, as relevant, if applicant no longer meets the income-based or program-based

eligibility criteria, applicant begins receiving more than one LifeLine benefit, or another member of applicant's household is receiving a LifeLine benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;

- Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);
- Applicant's address listed on the Certification form is the applicant's primary residence, not a second home or business;
- If applicant moves to a new address, applicant will provide that new address to LIFE WIRELESS within 30 days;
- Applicant acknowledges that providing false or fraudulent information to receive LifeLine benefits is punishable by law;
- Applicant acknowledges that he or she may be required to re-certify continued eligibility for LifeLine at any time, and failure to re-certify as to continued eligibility within 30 days will result in de-enrollment and the termination of applicant's LifeLine benefits;
- The information contained in the applicant's Certification form is true and correct to the best of applicant's knowledge;
- If applicant participates in another LifeLine program at the same time he or she is applying for LIFE WIRELESS LifeLine Services, the applicant must cancel LifeLine service with the other provider; and
- Applicant affirms he or she is at least 18 years old, unless Applicant is an emancipated minor.

- 7. ANNUAL RECERTIFICATION, VERIFICATION, OR TERMINATION OF THE LIFELINE PROGRAM.** A subscriber participating in the LIFE WIRELESS LifeLine program will be required to re-certify, on an annual basis, his or her eligibility to continue to participate in the LifeLine program based on the appropriate state and federal recertification or verification requirements. LIFE WIRELESS reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for the LifeLine Services. If LIFE WIRELESS is unable to recertify or verify the required LifeLine qualifications, the subscriber will be deemed ineligible to further participate in LIFE WIRELESS LifeLine program plans. If the subscriber chooses to continue service after de-enrollment from the LifeLine program, the subscriber's free or discounted minute plan will be discontinued and the subscriber will have the option to choose from any of the then available prepaid plans under the applicable terms and conditions for that plan.

LIFE WIRELESS reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons, including suspected fraud, or upon the request of



any state or federal authority. LIFE WIRELESS subscribers have the ability to de-enroll from the LifeLine program for any reason. Subscribers who choose to de-enroll from the LifeLine program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within five (5) business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes or data each month and may be required to re-qualify for LifeLine service if they choose to enroll again in a LIFE WIRELESS LifeLine program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to: LIFE WIRELESS, LLC, PO Box 2840, Covington, GA 30015.

8. **BENEFIT PORT LIMITATIONS.** If your service includes federal LifeLine-supported broadband Internet service, other than under some limited FCC-mandated exceptions, you may not port your benefit from one LifeLine provider to another until you have been a subscriber with your original provider for at least twelve months from your service initiation. If your service is voice-only, other than under some limited FCC-mandated exceptions, you may not port your benefit from one LifeLine provider to another for at least sixty days from your service initiation.

If you de-enroll from LifeLine broadband service with LIFE WIRELESS within 12 months of initial enrollment, you may not enroll in LifeLine service with any other LifeLine provider until that 12-month period is over unless one of the following exceptions is met: (1) you move residential address; (2) LIFE WIRELESS ceases operations or otherwise fails to provide service; (3) LIFE WIRELESS has imposed late fees for non-payment related to the supported service(s) greater than or equal to the monthly end-user charge for service; or (4) LIFE WIRELESS is found to be in violation of the FCC's rules during the benefit year and the subscriber is impacted by such violation.

9. **ETC SERVICE AREAS.** LIFE WIRELESS LifeLine programs are only available for activation by subscribers who reside in the areas in which LIFE WIRELESS has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a LIFE WIRELESS ETC service area. Subscribers should check [www.lifewireless.com](http://www.lifewireless.com) (<https://www.lifewireless.com>) to see whether they reside in a LIFE WIRELESS ETC service area.
10. **MOBILE DEVICES.** Except where a customer brings his or her own device to LIFE WIRELESS, Device models provided to LifeLine subscribers are selected at the sole discretion of LIFE WIRELESS and comply with the FCC's minimum requirements for such devices.
11. **MOBILE DEVICES.** Except where a customer brings his or her own device to LIFE WIRELESS, Device models provided to LifeLine subscribers are selected at the sole

discretion of LIFE WIRELESS and comply with the FCC's minimum requirements for such devices.

12. **LIFE WIRELESS "CONNECTING OUR HEROS" PROGRAM** LIFE WIRELESS will provide 100 free additional minutes each month to qualifying LIFE WIRELESS LifeLine subscribers who are active military service members or military veterans. Minutes do not roll over and are not transferable. The additional benefit is offered at LIFE WIRELESS' sole discretion.

### III. STATE SPECIFIC TERMS

**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) (<https://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) (<http://www.state.ct.us/dpuc>); Phone: 1-800-382-4586; 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, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Todd (Pda. 18Santurce), San Juan PR 00907-3981; Phone: 1-787-756-0804 or 1-866-578-5500; Online: [www.jrtpr.gobierno.pr](http://www.jrtpr.gobierno.pr) (<http://www.jrtpr.gobierno.pr>).

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

- For more info on California specific Rates, Charges and Features, click here
- For California specific Terms and Conditions of Service, click here
- For California specific Frequently Asked Questions, click here

**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 Low Income Discount Administrator ("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 135% 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 Commissions**  
 Consumer Affairs Unit  
 1-404-656-4501

**Washington State Customers:** Customers can contact Customer Service without depleting their available minutes by dialing 611 from their handset. Complaints concerning LifeLine Service can be directed to:

**Washington State Attorney General's Office**  
 800 5th Ave. Suite 2000  
 Seattle, WA 98104-3188  
 1-800-551-4636 (in Washington only)  
 1-206-464-6684  
<http://www.atg.wa.gov> (<http://www.atg.wa.gov>)

**Life Wireless Holdings, LLC Intellectual Property. All rights reserved.**

1. The limitations on federal benefit ports noted in this section are effective as of December 2, 2016, unless the effective date is modified by FCC order.

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[Open Internet Policy \(https://www.lifewireless.com/main/openinternet\)](https://www.lifewireless.com/main/openinternet) |  
[Return Policy \(https://www.lifewireless.com/main/returns\)](https://www.lifewireless.com/main/returns)



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 Federal Poverty guidelines for a household of that size, or the percentage guideline for your state. 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.



# Life Wireless

## Washington 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)
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Veteran's Pension or Survivor's Pension
- Income at or below 135% of Federal Poverty Guidelines
- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF (TTANF)
- Head Start (meeting income qualifying standards)

**Tribal eligibility:**

I hereby certify that I reside on Federally-recognized Tribal lands.

**Customer Application Information:**

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
 Date of Birth: Month: \_\_\_ Day: \_\_\_ Year: \_\_\_\_\_ 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 30 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 30 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 15 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, as it is authorized on the ATTACHMENT A. 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.

**DSHS Client ID (if qualifying through SNAP, TANF, SSI, Medicaid):** \_\_\_\_\_

**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

**Rate Plan:**  125 Minutes with Rollover – 3 texts per minute  500 Minutes without Rollover – 3 texts per minute

**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.

**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)
- Veteran's Pension or Survivor's Pension
- Food Distribution Program on Indian Reservations (FDPIR)
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF (TTANF)
- Head Start (meeting income qualifying standards)

**List B - Choose 1**

- Program Participation card / document with names
- 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant Account Number	Rep / Agent Signature