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January 28, 2014

**VIA ELECTRONIC FILING**

Mr. David Danner, Chairman  
State of Washington  
Utilities and Transportation Commission  
1300 S. Evergreen Park Dr., SW  
Olympia, WA 98504

Re: Q LINK WIRELESS LLC – Docket UT-130702

Dear Mr. Danner:

Attached please find for filing Q LINK WIRELESS LLC's Revised Compliance Filing in accordance with Condition No. 1 of the Washington Utilities and Transportation Commission's Order 01 in Docket UT-130702.

Attachment 1 is a copy of the Company's Lifeline rate plans, terms and conditions. Attachment 2 are sample Washington internet banner advertisements and a screenshot of the Washington Lifeline webpage containing the proposed language to be used in all advertising of the Company's Lifeline services, including the website. Attachment 3 is a copy of the Company's Washington Lifeline Customer Application Form.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Kasey C. Chow, Esq.  
Associate at Lance J.M. Steinhart, P.C.  
Attorneys for Q LINK WIRELESS LLC

Enclosures

cc: Issa Asad

Q LINK WIRELESS LLC  
DOCKET UT-130702  
REVISED COMPLIANCE FILING

**ATTACHMENT 1**

Q LINK WIRELESS LLC

Lifeline Rate Plans, Terms and Conditions

**68 Monthly Minutes Plan (Non-Tribal)\***

68 anytime minutes per month (unused minutes rollover)

texts are one-third of one minute, i.e. 3 texts = 1 minute

Free International Long Distance to countries designated at [www.qlinkwireless.com](http://www.qlinkwireless.com)

Net cost to non-Tribal Lifeline customer: **\$0 (free)**

**125 Monthly Minutes Plan (Non-Tribal)\***

125 anytime minutes per month (unused minutes rollover)

texts are one minute, i.e. 1 text = 1 minute

Net cost to non-Tribal Lifeline customer: **\$0 (free)**

**250 Monthly Minutes Plan (Non-Tribal)\***

250 anytime minutes per month (unused minutes *do not* rollover)

texts are one minute, i.e. 1 text = 1 minute

Net cost to non-Tribal Lifeline customer: **\$0 (free)**

**Tribal 1,000 Monthly Minutes Plan\***

1,000 anytime minutes per month (unused minutes *do not* rollover)

texts are one minute, i.e. 1 text = 1 minute

Net cost to Tribal Lifeline customer: **\$0 (free)**

\*All Plans include:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Directory Assistance
- Free Voicemail, Caller-ID, and Call Waiting
- Free Domestic Long Distance

**Additional Minutes\*\***

\$10 = 50 minutes for 30 service days

\$20 = 100 minutes for 30 service days

\$30 = 150 minutes for 30 service days

\$35 = 200 minutes for 60 service days

\$50 = 500 minutes for 60 service days

\$60 = unlimited minutes for 30 service days

\*\* full terms and conditions of additional minutes available at [www.qlinkwireless.com/add-minutes.aspx](http://www.qlinkwireless.com/add-minutes.aspx)

## International Long Distance

### **Free International Calling Destinations on the 68 Monthly Minutes Plan**

(Certain special or off-network locations may be excluded from the Free International Long Distance. Calls to cellular phones are not included unless the word "Cellular" is specifically listed next to the country name. Numbers in parentheses () indicate the Country Code.)

Albania-Tirana (355)	France (33)	Mexico (52)
Andorra (376)	French Antilles (594)	Monaco (377)
Argentina (54)	French Guiana-Cellular (594)	Netherlands (31)
Australia (61)	French Guiana (594)	New Zealand (64)
Austria (43)	Georgia (995)	Norway (47)
Bahamas-Cellular (1)	Germany (49)	Panama (507)
Bahamas (1)	Gibraltar (350)	Paraguay (595)
Bangladesh-Cellular (880)	Greece (30)	Peru (51)
Bangladesh-Chittagong (880)	Guadeloupe (590)	Poland (48)
Bangladesh-Dhaka (880)	Guatemala-Telgua (502)	Portugal (351)
Bangladesh-Sylhet (880)	Hong Kong-Cellular (852)	Romania (40)
Belgium (32)	Hong Kong (852)	Russia-Cellular (7)
Bermuda-Cellular (1)	Hungary (36)	Russia (7)
Bermuda (1)	Iceland (354)	San Marino-Cellular (378)
Bolivia-La Paz (591)	India-Cellular (91)	San Marino (378)
Bolivia-Santa Cruz (591)	India (91)	Saudi Arabia-Riyadh (966)
Brazil (55)	Indonesia-Cellular (62)	Singapore-Cellular (65)
Brunei-Cellular (673)	Indonesia-Jakarta (62)	Singapore (65)
Brunei (673)	Indonesia-Surabaya (62)	Slovakia (421)
Bulgaria (359)	Iraq-Baghdad (964)	Slovenia (386)
Canada-Cellular (1)	Ireland (353)	South Korea-Cellular (82)
Canada (1)	Israel (972)	South Korea (82)
Chile (56)	Italy (39)	Spain (34)
China-Cellular (86)	Japan (81)	Sweden (46)
China (86)	Jordan (962)	Switzerland (41)
Columbia-Cellular (57)	Kazakhstan (7)	Taiwan-Cellular (886)
Columbia (57)	Kenya-Nairobi (254)	Taiwan (866)
Costa Rica (506)	Lithuania (370)	Thailand (66)
Croatia (585)	Luxembourg-Cellular (352)	Turkey (90)
Cyprus-Cellular (357)	Luxembourg (352)	United Kingdom (44)
Cyprus (357)	Macao-Cellular (853)	Uzbekistan (7)
Czech Republic (420)	Macao (853)	Venezuela (58)
Denmark (45)	Malaysia-Cellular (60)	Vietnam-Ho Chi Minh City (84)
Dominican Republic (1)	Malaysia (60)	Zambia (260)
Estonia (372)	Malta (356)	
Finland (358)		

## **Q LINK WIRELESS™ Lifeline Terms and Conditions of Service**

**Please read these Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service carefully. These Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service are a legally binding agreement between you and Q LINK WIRELESS LLC. They contain important information about your legal rights and require that certain disputes be resolved through arbitration instead of a court trial. Q LINK WIRELESS LLC reserves the right to change or modify any of these Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service will be binding upon you once posted on the Q LINK WIRELESS LLC website. You should check the Q LINK WIRELESS LLC website regularly for updates to these terms.**

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

### **1. Q LINK WIRELESS LIFELINE PROGRAM DESCRIPTION**

Q LINK WIRELESS Lifeline Service is funded by the Universal Service Fund (USF) program and administered by the Universal Service Administrative Company (USAC). In order to qualify for enrollment in the Q LINK WIRELESS Lifeline Program, a person must meet certain eligibility requirements set by each state where the Q LINK Lifeline Program is offered. These requirements are based on a person's participation in a state or federal assistance program(s) or by meeting certain income requirements based upon the Federal Poverty Guidelines as defined by the U.S. Government, for full details on Lifeline Eligibility visit [www.QLinkWireless.com](http://www.QLinkWireless.com).

Federal law limits the availability of the Q LINK Lifeline Program. The Q LINK Lifeline Program allows one (1) enrollment per "household," meaning each household is permitted one wireless or wire line account. Separate households that live at the same address are eligible, including residents of homeless shelters and nursing homes, for example. Residents with temporary addresses are also eligible.

Applicants for the Q LINK Lifeline Program must complete an application form, provide supporting documentation stating that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the federal assistance program(s) identified in the application form.
- Do not currently receive Lifeline service from another provider and their household is not currently receiving a Lifeline benefit.
- If the applicant is already participating in a Lifeline program from another provider, then the applicant agrees to cancel their current household Lifeline Program with the other provider in order to enroll in the Q LINK Lifeline Program.

- Will notify Q LINK WIRELESS by calling 1-855-754-6543 if and when they no longer qualify for any of the federal assistance programs identified in their application form.
- Will notify Q LINK WIRELESS of any change of address by calling 1-855-754-6543.
- Reviewed the information contained in their application and certify that it is true and correct to the best of their knowledge and beliefs.

Applicants who do not meet the eligibility requirements will receive written notification, via U.S. Mail, of the reason for their non-eligibility (in Colorado, DHS will determine and notify applicants if they do not meet the eligibility requirements). Upon enrollment in the Q LINK Lifeline Program, you will be qualified to participate for up to one (1) year unless you no longer qualify as an eligible subscriber. To continue your enrollment in the Q LINK Lifeline Program after the initial year, as required by the Federal Communications Commission you must verify annually that you are qualified for continued enrollment in the Q LINK Lifeline Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the Q LINK Lifeline Program in your state. Q LINK WIRELESS will also conduct verification drives according to each state's rules. If Q LINK WIRELESS determines during its verification drive, or at any other time, that a customer fails to continue to qualify for the Q LINK Lifeline Program, such customer will immediately be deemed ineligible to participate in the Q LINK Lifeline Program, will be de-enrolled from the Q LINK Lifeline Program and will no longer receive the free monthly minutes. Q LINK Customers who are no longer eligible (for any reason) for enrollment in the Q LINK Lifeline Program must immediately notify Q LINK WIRELESS that they no longer meet the eligibility requirements for enrollment. A Q LINK customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

Q LINK WIRELESS reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's Q LINK WIRELESS phone for fraud, misrepresentation or other misconduct as determined solely by Q LINK WIRELESS. While participating in the Q LINK Lifeline Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Q LINK Lifeline Service provided to him/her by Q LINK WIRELESS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE Q LINK CELLULAR PHONE OR Q LINK SERVICE PROVIDED TO YOU BY Q LINK WIRELESS. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if Q LINK determines, in its sole discretion, that a Q LINK WIRELESS customer has violated these prohibitions, Q LINK WIRELESS will then permanently de-enroll the customer from the Q LINK Lifeline Program, their phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the Q LINK Lifeline Program in the future. If you have any questions, concerns, comments or complaints regarding the Q LINK Lifeline Program or Lifeline Service, offerings or products, please call Q LINK WIRELESS Customer Care at 1-855-754-6543. You may also contact your state's Public Service Commission/Public Utility Commission.

## **2. ACTIVATION AND USE OF YOUR Q LINK WIRELESS PHONE**

Upon enrollment in the Q LINK Lifeline Program, you will receive a Q LINK WIRELESS phone delivered to your home address noted in the application. You must accept the Q LINK

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

### **3. MINUTE RATES, USAGE AND INCLUDED MONTHLY MINUTES**

While you are enrolled in the Q LINK Lifeline Program, you will receive a free monthly allotment of minutes as provided by the Q LINK Lifeline Program approved in your state and the minute plan that you select. The monthly minutes provided by the Q LINK Lifeline Program will vary from state to state. Please call Q LINK WIRELESS at 1-855-754-6543 or visit our website for further information. Q LINK WIRELESS minutes are issued in minute (or unit) increments. Units are deducted from the Q LINK WIRELESS phone at a rate of one (1) unit per minute or partial minute of use. In most states, Q LINK offers three plans that are currently available to all new and existing Q LINK customers. Each of these three plans offers different benefits, features and carryover options.

On select rate plans, you may carry over unused minutes. On these plans you may carry over minutes for up to 90 consecutive days if you purchase and add minutes from a Q LINK Minute Card. By purchasing and adding a Q LINK Minute Card, your unused minutes (including your free monthly allotment and any additional Q LINK Minute Cards) will carry over for 90 consecutive days from the date of your last Q LINK Minute Card redemption. Adding more than one Minute Card at the same time will NOT extend your minute carry over for more than the 90 consecutive days. The 90 consecutive day carry over is effective from the date of redemption of the last Minute Card redeemed to your phone.

New Q LINK customers must choose a plan upon enrollment. Existing Q LINK customers who wish to switch plans may do so online or by calling 1-855-754-6543. If you switch plans before the 25th day of any given month, the change will be effective the following month. If you switch plans on or after the 25th day of the month, the change will be effective in the second month following your request to switch plans. You may use your free monthly allotment of minutes to place or receive calls, to send or read text messages or multi-media messages and to access the Internet (with certain models of phones). In order to receive your monthly allotment of minutes, you will need to leave your Q LINK WIRELESS phone powered "ON" during the first few days of each month. If you DO NOT receive your monthly allotment of minutes because your phone

was not "ON" at the beginning of the month or your phone does not automatically retrieve minutes when powered "ON" you may self-retrieve by following the instructions below. If for any reason these instructions do not work on your phone, please call us.

Minutes will be deducted for all time during which your Q LINK WIRELESS phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, and calls to toll free numbers. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) minutes will be deducted for each call. Minutes are not deducted for calls to 911, 611 or Q Link Wireless Customer support, and all phones will be able to call 911 even if they have no minutes remaining. For outbound calls, you may be charged Minutes for incomplete and/or busy/no answer calls. Minutes will be deducted for use of other services such as text messaging and accessing the Q LINK WIRELESS Mobile Web ("WAP"). No credit or refund is given for dropped calls.

To learn more about the three plans visit [www.QLinkWireless.com/lifeline/lifeline-plans](http://www.QLinkWireless.com/lifeline/lifeline-plans). Rate plans vary from state to state: In Colorado, the 68 minute plan and 125 minute plan are not available, while in Oklahoma, the 68 minute plan, the 125 minute plan, and 250 minute plan are not available. Oklahoma residents may be billed. Qualified low-income Oklahomans or those enrolled in a government program may choose from one of the following plans:  
Oklahoma 1,000 minutes/ 3000 text — \$1.00/month after Lifeline discount.  
Oklahoma Unlimited minutes/no text — \$5.75/month after Lifeline discount.

### **Prohibited Network Uses.**

To ensure the activities of some users does not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Q Links Wireless' network or systems. Q Link 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 or data uses detailed below or if Q Link Wireless, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

### **Examples of prohibited voice uses:**

Q Link Wireless voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Q Link Wireless' services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, and transmission of recorded material; telemarketing, autodialed calls, and other commercial uses; or other connections that do not consist of uninterrupted live dialogue between individuals. Q Link Wireless may discontinue service for any other reason that, in our sole discretion, violates our policy of providing service for individual use.



### **Unlimited Use Plans.**

If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Q Link Wireless Prohibited Network Uses.

## **4. TEXT MESSAGING**

You may use your free monthly allotment of minutes to send and/or open text messages. Text messages sent to you by Q LINK WIRELESS are free of charge. The charge to send or open an incoming text message using your Q LINK WIRELESS phone will vary depending upon your plan. Under Plan 1, you will be charged 0.3 minute per text message for sending and 0.3 minute per text message for opening a received text message. Under Plans 2 and 3, you will be charged 1 minute per text message for sending and 1 minute per text message for opening a received text message. If you have exhausted your free monthly allotment of minutes, you will need to purchase and redeem additional minutes in order to continue to send text messages and open incoming text messages and to place and receive voice calls. If you do not want minutes deducted from your Q LINK WIRELESS phone for text messaging, then do not send text messages or open incoming text messages. Q LINK WIRELESS does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the Q LINK Lifeline Program. Please note: Q LINK WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a Q LINK WIRELESS authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur because of any attempts to participate in Premium SMS services or campaigns not authorized by Q LINK WIRELESS are not refundable whether you incur charges as deductions from your Q LINK WIRELESS phone or from your credit card. You may purchase from Q LINK WIRELESS ringtones, graphics and certain information services. You may utilize multi-media services with certain Q LINK WIRELESS models of phones. See Q LINK WIRELESS Data Services below for more information.

## **5. INTERNATIONAL CALLING**

International calling is available. If you selected a Lifeline plan that includes international calling, you may use your Q LINK WIRELESS phone to make international calls to landlines and some cellular phones in some countries at no additional charge. [Click here for more information.](#) (see website for available countries and details). The countries where international calling is available are subject to change at any time without prior notice. In order to place an international call, you will need to dial the International Long Distance ("ILD") access number and follow the instructions. Minute deductions for international calls begin the moment the ILD access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When placing international calls, you may experience connection failures more frequently than calls made within the United States. Q LINK WIRELESS will not credit minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Q LINK WIRELESS phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands (the "Coverage Area"). Any attempt to make or receive calls when you are located

outside of the Coverage Area could result in service deactivation and de-enrollment from the Q LINK Lifeline Program.

## 6. MINUTE CARDS

Your Q LINK WIRELESS phone will only operate when you have minutes available on the Q LINK WIRELESS phone. If you run out of your free monthly allotment of airtime, you may purchase additional minutes for your phone by [clicking here](#). Follow the easy instructions for adding airtime online. You may also call customer service to add minutes at 1-855-754-6543. Q LINK WIRELESS customers may purchase and use any Q LINK WIRELESS Minute cards, including unlimited minutes for a specified time period Minute cards, for their Q LINK WIRELESS phone. Each Q LINK WIRELESS Minute card includes a set number of minutes and service days that begin to run from the date you add the minutes to your Q LINK WIRELESS phone. Bonus and promotional minutes will not increase with any Q LINK WIRELESS Unlimited Minute cards. Q LINK reserves the right to modify, adjust and/or eliminate the extra bonus minutes at any time in its discretion. Q LINK customers may purchase minutes at very competitive rates. Q LINK reserves the right to adjust its minute rates at any time in its sole discretion.

For each Q LINK WIRELESS airtime, card or PIN purchased at our regular price and added to a Q LINK phone, the Q LINK customer will receive the following:

Minutes on Face of Q Link Card	Service Days	Price of Card
50	30	\$10
100	30	\$20
150	30	\$30
200	60	\$35
500	60	\$50
Unlimited	30	\$60

\*Minnesota and South Carolina Lifeline customers will be able to purchase additional airtime at \$0.10 per minute.

## 7. SERVICE END DATE, DEACTIVATION AND REACTIVATION

As a Q LINK WIRELESS customer, you are eligible to receive 365 service days upon your enrollment and activation in the Q LINK Lifeline Program and you are eligible to receive another 365 service days following each successful Annual Recertification for your continued program eligibility in the Q LINK Lifeline Program. If you fail to complete your Annual Recertification within 90 days of the required verification date, you will be de-enrolled from the Q LINK Lifeline Program. If you have No usage in a period of 60 days, "Non Usage," you will be De-enrolled, and Deactivation of Lifeline Service will occur: Regardless of the Service End Date. If it is found that you no longer meet the requirements or eligibility guidelines to receive Lifeline service you will be De-enrolled, and Deactivation of Lifeline Service will occur: Regardless of the Service End Date. Upon de-enrollment from the Q LINK Lifeline Program,

you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available minutes and service days remaining on your phone. You may purchase minutes and service days to keep your phone service active. If you are de-enrolled from the Q LINK Lifeline Program and you allow your remaining service days to expire or go "past due," your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number. If you choose to reactivate your phone by completing the Annual Recertification within 60 days after your verification due date, you will be re-enrolled in the program and continue receiving the free monthly allotment of airtime.

If your service is deactivated, you may reactivate your service by either re-enrolling in the Q LINK Lifeline Program (if eligible) or purchasing and redeeming a Q LINK WIRELESS Minute card with service days. Upon reactivation of your phone, you may be assigned a new telephone number. Any minutes remaining on your phone at the time of deactivation will be reinstated if your phone is reactivated within 60 days from the deactivation date. If your phone remains inactive for more than 60 days, you will lose any remaining airtime. If you have been de-enrolled from the Q LINK Lifeline Program and are not eligible to re-enroll but you wish to keep your service active, you must purchase and redeem additional minutes and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your phone service active by timely completing your Annual Recertification as required by the Q LINK Lifeline Program or, if no longer eligible, by purchasing and adding Q LINK Minute cards before your Service End Date.

"Non Usage," De-enrollment, and Deactivation of Lifeline Service: Regardless of the Service End Date displayed on your phone, if you exceed 60 days without any usage (as defined in this section), you will be de-enrolled from the Q LINK Lifeline Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call, sending or opening a text message, downloading data content, adding minutes or receiving your free monthly airtime. Upon de-enrollment for non-usage, you will have up to a 30-day grace period to re-enroll in the Q LINK Lifeline Program by calling 1-855-754-6543. If you do not re-enroll, use your phone or call Q LINK Customer Care within 30 days of your de-enrollment, your phone service will be deactivated. In order to reactivate your Q LINK phone and re-enroll in the Q LINK Lifeline Program, you will need to call Q LINK Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any minutes for the period of time you were not enrolled in the Q LINK Lifeline Program. In addition, you will be assigned the service days displayed on your phone, which are the days you were granted when first enrolled in the program.

## **8. RIGHT TO TERMINATE YOUR Q LINK WIRELESS LIFELINE SERVICE**

You agree not to give away, resell or offer to resell the Q LINK phone or service provided by the Q LINK Lifeline Program. You also agree your Q LINK phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE Q LINK PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE,

including, but not limited to, if you: (a) violate any of the Terms and Conditions of Service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your Q LINK phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your service, criminal offenses (i.e., selling or giving away your service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

## **9. UNAUTHORIZED USAGE; TAMPERING**

The Q LINK WIRELESS phone is provided exclusively for use by you, the end consumer with the Q LINK WIRELESS Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Q LINK WIRELESS phone, including without limitation, any resale, unlocking and/or re-flashing of the phone is unauthorized and constitutes a violation of your agreement with Q LINK WIRELESS. You agree not to unlock, re-flash, tamper with or alter your Q LINK WIRELESS phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your Q LINK WIRELESS phone or the service, or assist others in such acts, or to sell and/or export Q LINK WIRELESS phones outside of the United States. These acts violate Q LINK WIRELESS' rights and state and federal laws. Improper, illegal or unauthorized use of your Q LINK WIRELESS phone is a violation of this agreement and may result in immediate discontinuance of services and legal action against you. Q LINK WIRELESS will prosecute violators fully of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your Q LINK WIRELESS phone shall entitle Q LINK WIRELESS to recover liquidated damages from you in an amount of no less than \$5,000 per Q LINK WIRELESS phone purchased, sold, acquired or used in violation of this agreement.

Some Q LINK WIRELESS phones have SIM cards. If your Q LINK WIRELESS phone has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. You may not remove your SIM Card from your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of your service and de-enrollment from the Q LINK Lifeline Program. The Carriers, Q LINK WIRELESS, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your Q LINK WIRELESS phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

## **10. COVERAGE MAPS AND ROAMING**

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

## **11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT**

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the carrier's radio telephone system. At any time, Q LINK WIRELESS reserves the right to substitute and/or replace any Q LINK WIRELESS equipment (including handsets) with other Q LINK WIRELESS equipment including handsets of comparable quality. Some functions and features referenced in the manufacturer's manual for a particular Q LINK WIRELESS handset may not be available on your phone. Q LINK WIRELESS does not warrant or guarantee availability of network or of any services at any specific time or geographic location or that the services will be provided without interruption. Neither Q LINK WIRELESS, nor any carrier, shall have any liability for service failures, outages or limitations of service. Because of the risk of being struck by lightning, you should not use your Q LINK WIRELESS phone outside during a lightning storm. You should also unplug the Q LINK WIRELESS phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

## **12. WARRANTY EXCHANGE**

Limited Warranty Exchange Policy: Q LINK WIRELESS customers shall have up to fourteen (14) days from the delivery date of their phone to return any defective phone and/or accessories to Q LINK WIRELESS. Q LINK WIRELESS will exchange a defective phone for a replacement phone, at Q LINK's discretion, during this period only pursuant to the terms of the Limited Warranty (Section 22) set forth below. For a defective phone replacement, call Q LINK WIRELESS Technical Customer Service.

### **13. LOST OR STOLEN PHONE POLICY**

For any lost or stolen Q LINK WIRELESS phone, you may purchase a replacement phone. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include all your remaining allotted minutes for that month. Any additional minutes that you may have had on your lost phone will not be replaced. In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen while in transit to the customer before the customer receives the phone, the lost phone and minutes may be replaced as a onetime courtesy in Q LINK's sole discretion.

### **14. DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

### **15. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS**

Any hearing, visual or speech impaired person(s) interested in applying for a specially equipped Q LINK WIRELESS must call Q LINK WIRELESS and specify their need(s) to an agent and Q LINK WIRELESS will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

### **16. EMERGENCY CALLS**

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

### **17. DATA SERVICES**

With certain Q LINK WIRELESS phone models, you can download ringtones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media messaging services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through our wireless Mobile Web ("WAP"). Data Services are additional services offered by us at an additional charge in the form of a debit of minutes for your use of such services.

Accessing and Purchasing Data Services: In order to purchase, download or access Data Services, your phone must have active service and sufficient available minutes. Your phone will not let you open the WAP browser without a remaining minute balance of at least 10 minutes. Each time you access our wireless WAP with your phone's browser, 0.5 units per minute will be deducted from your phone ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute. Access Charges begin when your phone makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your phone to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content. You will be advised of the Content Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the phone for which they were purchased and cannot be transferred to any other device, including a new or replacement phone.

Modifications, Interruptions, or Discontinuation of Data Service: Q LINK WIRELESS does not guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. Q LINK WIRELESS reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in certain areas. Q LINK WIRELESS is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a refund or credit from Q LINK WIRELESS for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the Terms and Conditions of Service set forth herein.

## **18. LIMITATION OF LIABILITY**

Q LINK and Q LINK WIRELESS are not liable to you for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or services. Q LINK and Q LINK WIRELESS will not be liable for any act or omission of any other company furnishing a part of our services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your Q LINK WIRELESS phone is returned to Q LINK WIRELESS for any reason, Q LINK WIRELESS is not responsible and shall not be liable to you

or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

## **19. INDEMINIFICATION**

You agree to indemnify and hold harmless Q LINK WIRELESS and all affiliated or related companies from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of a Q LINK WIRELESS phone and/or use of the Q LINK WIRELESS Lifeline Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

**20. BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR Q LINK WIRELESS PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF Q LINK WIRELESS' AGREEMENT WITH YOU.**

This provision is intended to encompass all disputes or claims arising out of your relationship with Q LINK WIRELESS, arising out of or relating to the Q LINK Lifeline Service or any equipment used in connection with the Q LINK Lifeline Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Q LINK WIRELESS from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your Q LINK WIRELESS phone, its software, the Q LINK Lifeline Service and/or PIN numbers, in state or federal court. References to you and Q LINK WIRELESS include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Q LINK WIRELESS by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. You and Q LINK WIRELESS agree that use of the Q LINK Lifeline Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Q LINK WIRELESS agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not



consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Q LINK WIRELESS in accordance with the AAA Rules, except that Q LINK WIRELESS will reimburse you for the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Q LINK WIRELESS and you agree otherwise, the location of any arbitration shall be Dania, Florida. Except where prohibited by law, Q LINK WIRELESS and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Q LINK WIRELESS shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

This Agreement shall be construed under the laws of Florida, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

## **21. PRIVACY POLICY**

Privacy policy is available online at [www.QLinkWireless.com](http://www.QLinkWireless.com).

## **22. LIMITED WARRANTY**

Your Q LINK phone shall have up to 14 days of limited warranty from the activation date of your phone, set forth below, administered by Q LINK. Limited warranty covers against defects in materials and workmanship under normal use by the purchaser. You may obtain an additional warranty service directly from Q LINK.

How to Obtain Warranty Service: To obtain warranty service from Q LINK on your phone and/or accessories, contact customer service by dialing 611 (free) from your Q LINK phone or calling us Toll-Free at 1-855-754-6543. If your problem cannot be resolved over the phone, our Q LINK technicians will provide you with a Ticket Number, which you will use to send your phone and/or accessories to the designated Q LINK Lifeline Service Center for repair or replacement, at Q LINK 's discretion.

**Terms of Limited Warranty:** Q LINK warrants to you (the "Consumer") that your Q LINK cellular phone ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following Terms and Conditions of Service:

1. The limited warranty for the Q Link Phone and/or accessories begins on the first date of phone activation.
2. The limited warranty extends only to the original customer ("Consumer") of the Product.
3. The limited warranty is not assignable or transferable to any subsequent end-user.
4. During the limited warranty period, Q LINK will replace or repair, at Q LINK's sole discretion, any defective Products or parts (except as excluded below) with a new or refurbished replacement Products based on the following conditions:
  - a. The Products or parts do not properly operate for their intended use (except as excluded below).
  - b. The Products or parts are malfunctioning or failing during normal usage.
  - c. Q LINK may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available will replace with a comparable model of phone.
  - d. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts.
  - e. Q LINK shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
5. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
  - a. The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Q LINK, including damage caused by shipping.
  - b. The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source.
  - c. Q LINK was not advised by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days of the occurrence of defect or 14 days of the applicable limited warranty period.
  - d. The Product serial number plate or the enhancement data code has been removed, defaced or altered.
  - e. The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.
  - f. The Product is outside of the limited warranty period.
6. Q LINK does not warrant uninterrupted or error-free operation of the Product or service. Q LINK cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.
7. If a problem develops during the limited warranty period, the Consumer shall contact Q LINK Customer Care for repair or replacement processing of the Product within fourteen (14) days of the expiration of warranty. Q LINK shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.

8. You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.
9. Q LINK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. Q LINK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF Q LINK KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Q LINK SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES OR OTHER CONTENT.
10. Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may have other rights, which vary from state to state.
11. Q LINK neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
12. This is the entire warranty between Q LINK and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
13. This limited warranty allocates the risk of failure of the Product between the Consumer and Q LINK. The allocation is recognized by the Consumer and is reflected in the purchase price.

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All rate plans, features, functionality and other product specifications are subject to change without notice or obligation. Color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

### **23. SOCIAL MEDIA GUIDELINES**

In order to protect the privacy of Q Link Wireless, social media guidelines have been created. Social media content managers should make appropriate decisions regarding content posting, have respectful interactions with potential and existing customers, and generate brand awareness. The following guidelines for social media interaction should be observed while posting any content for Q Link Wireless:

1. Posts will not be vulgar, inappropriate, racist, or derogatory towards any class of people. Do not engage in any behavior that would jeopardize the reputation of Q Link Wireless or any of its employees.
2. Each post should work towards building brand awareness and nurturing positive word of mouth.
3. Content should not include proprietary or confidential company business. The privacy of our customers is of utmost importance.
4. Customer reviews, photographs, or videos may not be shared on social media sites, unless the customer has given written consent to share his/her story.
5. Content managers should not express political or religious opinions or engage in political or religious bantering on social media platforms.
6. Content managers should respect copyright and fair use policies. Always give credit to photographs, videos, etc. that do not belong to the company.
7. In responding to customers/potential customers/the general public on social media platforms content managers should be certain to quickly and effectively answer any questions or concerns raised.
8. Content managers will not respond to inappropriate, vulgar, or defamatory comments on social media platforms.
9. The content manager may delete comments at their own discretion. The same goes for junk or spam posts on social media sites.

## **Q Link Wireless Refer-A-Friend Program Terms and Conditions**

Q Link Wireless ("we", "Q Link Wireless" or "the Company") may, from time to time, offer users of the Q Link Wireless service ("Service") the opportunity to earn rewards by referring friends to try the Service ("Q Link Wireless Refer-a-Friend® Program " or "the Program"). We reserve the right to terminate the Program at any time for any reason.

These terms ("Terms and Conditions") shall apply to a user's participation in the Program. By participating in the Program, users agree to use the Program in the manner specified in the Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety, you are not authorized to register as a referrer or to participate in the Program in any manner. Users may not participate in a Program where doing so would be prohibited by any applicable law or regulations.

### **1. Privacy**

Individuals may participate in the Program to recommend services or content made available by the Company to their friends, family or colleagues ("Users"). To do this, Users must necessarily submit personal information about themselves and their friends, family members, or colleagues, such as name and email address information, so that the Company can send these recommendations on their behalf. The personal information will be collected, processed and used in accordance with Company's Privacy Policy, which can be found at [www.QLinkWireless.com/Privacy.aspx](http://www.QLinkWireless.com/Privacy.aspx).

In addition, personal information may be used by the Company to contact Users with regard to their participation in the Program and to receive communications from the Company. When a User provides personal information about his/her friends, family members, or colleagues to

receive communications via the Program, the provided personal information will be used by the Company for sending these communications on behalf of the User. The User understands that the Company may send out additional follow-up communications on behalf of the User to encourage or remind their friends, family members, or colleagues to complete the purchase or registration process.

## **2. How the Program Works**

Program Participation:

To participate, visit [www.QLinkWireless.com](http://www.QLinkWireless.com) and follow the on-screen instructions to refer as many friends, family members or colleagues as you want to the Service by entering the friends' name and email addresses in the "Refer A Friend" box.

Users who refer are called "Referrers"; individuals who are referred are called "Referees." For every "Referee" (defined below), Referrer may be eligible to receive "Reward(s)" (also defined below), provided Referrer is otherwise eligible under, and fully compliant with, these Terms and Conditions. We reserve the right to modify or amend at any time these Terms and Conditions and the methods through which Rewards are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms and Conditions.

Eligibility:

Referrers must be legal residents of the 50 United States, the District of Columbia or Puerto Rico who are:

1. 18 years of age or older.
2. Have the legal right to provide the personal information (e.g., name and email address) of each referred customer.
3. Not currently employed by the Company, Program Entities, or their subsidiaries, affiliates, or promotional agencies. This includes immediate family and members of their households.

### **Qualified Referrals**

Referrers must respect the spirit of the Program by only referring real third-party individuals who meet the requirements of these Terms and Conditions. For example, a Referrer may not refer himself or anyone in their household or create multiple or fake accounts or participate in the Program using multiple or fake email addresses or identities.

Credit can only be awarded for "Qualified Referrals." A Qualified Referral means that all the following conditions are met:

1. The Referee completed the purchase or registration process using the Referrer's Link, by signing through a Q Link Wireless agent over the phone or [www.QLinkWireless.com](http://www.QLinkWireless.com) and providing the agent with the Referrers' Q Link Wireless phone number. If a Referee purchases or registers with the Service using any other method, the registration will not count as a Qualified Referral and Referrer will not earn credit;

2. The Referrer and Referee has been a customer of Q Link Wireless for 90 consecutive days with accounts in good standing;
3. The Referee did not sign up through a retail store;
4. The Referee was not previously registered with the Service under any email address or alias;
5. The Referred customer is a legal resident of the 50 United States, the District of Columbia or Puerto Rico who is 18 years or older;
6. Only one Qualified Referral can be earned for each QUALIFIED Referred Customer. Any additional or subsequent purchases made by a Referred Customer will not be counted as Qualified Referrals;
7. Meets all requirements set forth by Q Link Wireless and rules of the Lifeline program as set forth by federal and state agencies.

### **Earning Rewards**

Referrer shall receive various promotional credits from Q Link Wireless. All credits exclude applicable surcharges, fees, and taxes. Credit(s) have no cash value, are non-refundable, and non-transferable. If either Referrer or Referee cancels before 90 days from the date the Referee subscribes to Q Link Wireless service, this will result in the loss of and/or chargeback of associated credits.

The offer is good while supplies last. Both Referrer and Referee must subscribe and remain an active customer for a minimum of 91 days to be eligible to receive the credit. Certain types of referrals, including but not limited to, referring oneself or someone living in the same residence as Referrer are prohibited. Q Link Wireless purchases made at retail are not eligible for Refer-A-Friend® program. Q Link Wireless customers who have cancelled service within the last 180 days are not eligible for this offer.

Rewards are subject to verification. Program Entities may withhold a Reward for investigation, or refuse to process any transaction the Company deems fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose liability on the Company, its subsidiaries, affiliates, or any of their respective officers, directors, employees, representatives, and agents. Credit and/or Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a Referrer's Q Link Wireless account for any reason, any unredeemed Credit and/or Rewards accumulated by Referrer are forfeited. All Program Entities' decisions are final and binding, including decisions as to whether a Qualified Referral Credit is valid.

### **3. Liability**

By participating in the Program, Users agree: (a) to be bound by these Terms and Conditions, the decisions of the Program Entities and/or their designees, and the Privacy Policies of Q Link Wireless. b) to release and hold harmless Program Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by,

arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and (c) to be contacted by Program Entities via email.

Program Entities reserves the right to make changes or additions to these Terms and Conditions for any reason at any time. Program Entities' failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. Program Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Program, and reserve the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond Program Entities control, corrupt the administration, security or proper play of the Program.

The Released Parties shall not be liable to any Users for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential and/or any other damages, and waives any and all rights to have damages multiplied or otherwise increased.

Program Entities reserves the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security or fairness of this Program has been compromised in any way.

#### **4. Applicable Law**

Any and all disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under Florida law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida.

Q Link Wireless customer support should be contacted to help resolve any concerns or issues 1-855-7754-6543. For Washington State, consumer's complaints regarding lifeline service may be directed to the Washington State Attorney Generals Public Office, 1.800.551.4636 or 206.464.6684. For the hearing impaired you may use 1.800.833.6388.

<http://www.atg.wa.gov/filecomplaint.aspx#.UtQuManTn50>.

#### **5. Publicity**

Participation in the Program and/or acceptance of a Reward constitutes permission for Program Entities to use any User's first and last name, company name, profile information, statements, biographical information, and city and state address for any and all promotional or advertising purposes in connection with the Program, on a worldwide basis and in all forms of media without review, permission or further compensation of any amount or kind whatsoever, where permitted by law.

#### **6. Conduct**

Prohibited Conduct

Users agree not to use the Program to:

- Violate applicable law;
- Infringes the intellectual property rights of the Program Entities or any third parties;
- Stalk, harass, or harm another individual;
- Collect or store personal data about other Users;
- Impersonate any person, or otherwise misrepresent User's identity;
- Interfere with, disrupt or violate the Terms and Conditions or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- Interfere with another User's use of the Program;
- Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- Use the Program to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.



## **Bulk Distribution**

If a Referrer provides a Personal Link to a Referred Customer by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues, and family members. Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Program Entities' sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's account.

## **Fraudulent and Suspicious Behavior**

Program Entities may prohibit a User from participating in the Program or receiving a Credit or Reward, in their sole discretion, if they determine such User is attempting to undermine the fairness, integrity, or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten, or harass any other users or representatives of Program Entities. Use of any automated system to participate is strictly prohibited and will result in disqualification. Users may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Reward. Program Entities reserve the right to disqualify any User and/or cancel any Reward(s) it finds to be tampering with the entry process or the operation of the Program or violating these Terms and Conditions. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**Q LINK and Q LINK WIRELESS are registered trademarks of Q LINK WIRELESS, LLC. A subsidiary of Quadrant Holdings Group LLC.**

Q LINK WIRELESS LLC  
DOCKET UT-130702  
REVISED COMPLIANCE FILING

## **ATTACHMENT 2**

Q LINK WIRELESS LLC

Sample Washington internet banner advertisements and a screenshot of the Washington Lifeline webpage containing the proposed language to be used in all advertising of the Company's Lifeline services, including the website

The internet banner ads, when clicked, will lead the customer to the Company's website where he/she can obtain more information on the Washington Lifeline webpage.



NO MONTHLY BILLS EVER!

NO CONTRACTS!

NO CREDIT CHECKS!

## It's Easy to Get Your **FREE** Cell Phone

*Includes up to 250 minutes free EVERY MONTH*

- 250 Free Monthly Minutes
- Free Text Messaging
- Free Nationwide Calling
- Government Benefits Program

[Click to Get Your Free Phone Now](#) ▶

Must be eligible to enroll.

Q Link Wireless is a registered provider of the Federal Government's Lifeline program.



### How Q Link's Lifeline Program Works



Q Link Wireless provides a **free cell phone** and **free monthly** minutes to qualified Lifeline participants. You may be eligible for the Q Link Wireless Lifeline Assistance program if you receive government benefits such as Medicaid, Food Stamps, SSI and many more.

### Plan Features



With your new Q Link Wireless cell phone you can make local and **long distance calls**, check **voicemail**, send **text messages**, make **free emergency calls**, **carry over minutes** from last month, and even make **international calls** to over 100+ locations!

Copyright © 2012 QLinkWireless.com



Get Your  
**FREE PHONE**

Plus Free  
**MONTHLY MINUTES**

**GOVERNMENT BENEFITS PROGRAM**

**GET YOURS NOW**



Must be eligible to enroll

Plus  
250 Free  
Minutes EVERY  
Month



**NO MONTHLY BILLS EVER!**  
**NO CONTRACTS!**  
**NO CREDIT CHECKS!**



## Q Link Wireless

### Lifeline Eligibility / How to Qualify

#### How do I qualify for the Lifeline Program?

Eligibility varies by state. **Select your state** below.

The program is limited to one benefit per household and only eligible consumers may enroll in the program.

**In general, eligibility can be determined based on one of the qualification options below:**

1. Participation in one of the programs listed below.
2. Total household income as described below.



#### SELECT YOUR STATE:

WASHINGTON

You may qualify for **Lifeline** if you participate in any of the following government programs:

#### 1 WASHINGTON GOVERNMENT PROGRAMS

- > Tribally-Administered Temporary Assistance for Needy Families (TTANF)
- > Food Distribution Program on Indian Reservations (FDPIR)
- > Head Start (If Income Eligibility Criteria are Met)
- > Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- > Medicaid
- > Supplemental Security Income (SSI)
- > National School Lunch Program (Free Lunch Program Only)
- > Low Income Home Energy Assistance Program (LIHEAP)
- > Federal Public Housing Assistance or Section 8
- > Temporary Assistance for Needy Families (TANF)
- > Bureau of Indian Affairs General Assistance (BIA)

For Washington state customers complaints regarding lifeline service may be directed to the Washington State Office of Attorney General, Consumer Protection Division at 1-800-551-4636.

**The Lifeline Assistance program is available for only one wireless or wireline account per household. Separate households that live at the same address are eligible, including residents of homeless shelters and nursing homes, for example. Residents with temporary addresses are also eligible.**

#### 2 TOTAL HOUSEHOLD INCOME

Depending on your state of residence, eligibility may apply if your total household income is at or below the Federal Poverty Guidelines. For 2013, the guidelines are as follows:

#### Income Guidelines

Federal guidelines may vary by state. Refer to the **chart below** to see if you qualify based on your state's income guidelines. The amounts in the chart represent the **maximum household income** you can earn to be eligible for Lifeline Assistance. You must be at or below guidelines in order to qualify.

People in Household	AL, AR, CO, CT, DE, DC, GA, ID, IL, IN, IA, KY, LA, ME, MD, MA, MN, MS, MO, MT, NE, NH, NJ, NY, NC, OK, OR, PA, PR, RI, SC, TN, UT, VA, WA, WV, WI		AZ, FL, KS, MI, NM, OH, TX		California	Nevada
	Annual Income	Monthly Income	Annual Income	Monthly Income	Annual Income	Annual Income
1	\$15,755	\$1,313	\$17,505	\$1,459	\$25,100	\$20,423
2	\$21,236	\$1,770	\$23,595	\$1,966	\$25,100	\$27,528
3	\$26,717	\$2,226	\$29,685	\$2,474	\$29,300	\$34,633
4	\$32,198	\$2,683	\$35,775	\$2,981	\$35,400	\$41,738
5	\$37,679	\$3,140	\$41,865	\$3,489	\$41,500	\$48,843
6	\$43,160	\$3,597	\$47,955	\$3,996	\$47,600	\$55,948
For each additional person, add	\$5,481	\$457	\$6,090	\$508	\$6,100	\$7,105

**Free Cell Phone & Free Minutes**  
Lifeline Benefit Program

[SIGN UP NOW!](#)

**What is Lifeline**

- > About Lifeline Program
- > Eligibility / How to Qualify
- > FAQs

**Q Link's Lifeline**

- > Lifeline Plans
- > Lifeline Features
- > Refer-a-Friend

**Contact Us**

Phone: 1-855-754-6543  
Fax: 1-855-837-5465  
Email: [Click Here](#)  
Mail: Q Link Wireless, LLC  
499 East Sheridan Street  
Suite 300  
Dania, FL 33004

#### Helpful Links

- Home
- Support
- Login/SignUp
- Download Application
- Upload Proof
- Check Status
- Activate

#### Lifeline Program

- About Us
- About Lifeline
- Enroll for Lifeline
- Lifeline Plans
- Lifeline Features
- How Do I Qualify?
- FAQs / Help Center

#### Get Connected

- Facebook // Let's Be Friends on Facebook!
- Twitter // Follow Us on Twitter!
- Google+ // Hang Out With Us on Google+

#### Testimonials

- "I love my new phone from Q Link Wireless because it is easy to use and now I will never be without a phone. Thanks Q Link!"  
— Nikki, WI
- "Q Link's service never lets me down. They sent me an excellent phone which I love and I have never had a problem. I use my phone to make appointments and stay connected with my work, friends and family."  
— David, AZ

Q LINK WIRELESS LLC  
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**ATTACHMENT 3**

Q LINK WIRELESS LLC

Washington Lifeline Customer Application Form



## Lifeline Assistance Application

- Lifeline is a federal non-transferable benefit.
- Lifeline service is available for only one line per household\*.
- A household\* cannot receive benefits from multiple providers.

### A Personal Information

Please make sure that you provide correct information. Your information will be verified against public records and any discrepancies may result in delays in your approval or rejection of service. PLEASE PRINT.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ MI: \_\_\_\_\_

Street Address: \_\_\_\_\_ Address Line 2: \_\_\_\_\_  Check here if your address is temporary

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Number: (\_\_\_\_) \_\_\_\_\_ Other Number: (\_\_\_\_) \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

Email Address: \_\_\_\_\_ Last Four Digits of Your Social Security Number: \_\_\_\_\_

Complete this part ONLY if your child or dependent is the beneficiary of the qualifying program.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Birth Date (MM/DD/YYYY) \_\_\_\_\_ Last Four Digits of SSN \_\_\_\_\_

### B Select Your FREE Plan Below (Includes a FREE Cell Phone)

All Plans Include: A FREE PHONE, Local Calls, National Long Distance, Voicemail, Nationwide Text, Roaming & Free 911

<input type="checkbox"/> <b>TALK MORE</b> <b>250</b> FREE Minutes <small>or 1 Text = 1 Minute FREE Phone</small>	<input type="checkbox"/> <b>TALK &amp; TEXT</b> <b>125</b> FREE Minutes <small>or 1 Text = 1 Minute Carry-Over Minutes FREE Phone</small>	<input type="checkbox"/> <b>TEXT MORE</b> <b>68</b> FREE Minutes <small>or 3 Texts = 1 Minute Carry-Over Minutes FREE Phone</small>	<input type="checkbox"/> <b>TRIBAL LAND PLAN</b> <b>1000</b> FREE Minutes <small>or 1 Texts = 1 Minute FREE Phone</small> <b>*Tribal Residents Only</b>
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### C Do you participate in any Government Assistance Programs?

**YES, I Participate in One or More Government Assistance Programs**  
(Check off all that apply below)

**NO, I Do Not Participate in Any Government Assistance Programs**  
(You may qualify based on your income. Continue to Section D on the back)

**I certify that I participate in at least one of the government assistance programs listed below (Check all that apply):**

- |   |  |
|---|--|
| <input type="checkbox"/> Food Stamps/Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Bureau of Indian Affairs General Assistance                           |
| <input type="checkbox"/> Medicaid   | <input type="checkbox"/> Tribally-Administered Temporary Assistance for Needy Families (TTANF) |
| <input type="checkbox"/> Supplemental Security Income (SSI)                           | <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR)              |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)               | <input type="checkbox"/> Head Start (If Income Eligibility Criteria are Met)                   |
| <input type="checkbox"/> Federal Public Housing Assistance / Section 8                | <input type="checkbox"/> Other Government/State Programs (write name of program below)         |
| <input type="checkbox"/> National School Lunch Program (Free Lunch Program)           | _____  |
| <input type="checkbox"/> Low-Income Home Energy Assistance Program (LIHEAP)           |  |

➔ Please provide your 9 digit Washington DSHS Client ID. This can be found in the top right corner of any letter addressed to you from Washington's Department of Social & Health Services. \_\_\_\_\_



**You Must Provide Proof of Participation in One of the Programs Listed Above.**

The most common types of government proof types include:

- SNAP/Food Stamps
- Medicaid Card
- A Benefits Statement (current or prior year)
- An Eligibility Letter from an Authorized Agency
- Your Benefit ID Card
- Other Participation Document

## D If you participate in a government program, skip this part and go to Section E

You may qualify for your **FREE Phone** based on your state's income guidelines. Refer to the chart below.

People in Household	AL, AR, CO, CT, DE, DC, GA, ID, IL, IN, IA, KY, LA, ME, MD, MA, MN, MS, MO, MT, NE, NH, NJ, NY, NC, OK, OR, PA, PR, RI, SC, TN, UT, VA, WA, WV, WI		AZ, FL, KS, MI, NM, OH, TX,		California	Nevada
	Maximum Annual Income	Maximum Monthly Income	Maximum Annual Income	Maximum Monthly Income	Max Annual Income	Max Annual Income
1	\$15,755	\$1,313	\$17,505	\$1,459	\$25,100	\$20,423
2	\$21,236	\$1,770	\$23,595	\$1,966	\$25,100	\$27,528
3	\$26,717	\$2,226	\$29,685	\$2,474	\$29,300	\$34,633
4	\$32,198	\$2,683	\$35,775	\$2,981	\$35,400	\$41,738
5	\$37,679	\$3,140	\$41,865	\$3,489	\$41,500	\$48,843
6	\$43,160	\$3,597	\$47,955	\$3,996	\$47,600	\$55,948
<b>For each additional person, add</b>	\$5,481	\$457	\$6,090	\$508	\$6,100	\$7,105

### ONLY ANSWER THE QUESTIONS BELOW TO QUALIFY BASED ON YOUR HOUSEHOLD INCOME

Number of people in your household: \_\_\_\_\_ Number of children under the age of 18: \_\_\_\_\_

Number of people receiving income: \_\_\_\_\_ Your total household income: \_\_\_\_\_ OR \_\_\_\_\_ OR \_\_\_\_\_  
Annual Income Monthly Income Weekly Income



### You Must Provide Proof to Qualify Based on Your Income

The most common types of income proof include:

- Current Paycheck Stub or Income Statement From Employer
- Retirement or Pension Statement of Benefits
- Social Security or Veterans Administration (VA) Statement of Benefits
- Prior Year State or Federal Tax Return or W2
- Unemployment or Workers' Comp Statement of Benefits
- Child Support Award or Divorce Decree

## E Penalty of Perjury - You MUST Check ALL of the Boxes Below

### I certify and agree, under penalty of perjury to each of the following (CHECK ALL BOXES BELOW):

Under title 18 U.S.C. § 1621, whoever willfully states as true any material matter which he does not believe to be true in a statement under penalty of perjury, is guilty of perjury and shall, except as otherwise expressly provided by law, be fined or imprisoned not more than five years, or both and can be barred from the program.

- I participate in the above designated qualifying program or have income at or below the level specified above.
- I understand that I must notify Q Link Wireless within 30 days if I no longer participate in the qualifying program or no longer meet the income criteria, if I or another member of my household obtains Lifeline supported service from another carrier, or, for any other reason, I no longer qualify for Lifeline support.
- I understand I may be required to recertify my continued eligibility for Lifeline at any time, and failure to do so will result in termination of my Lifeline benefits. I am required to use my Q Link phone at least once every 60 days, or my service will be suspended, subject to a 30 day period which I may use the service or contact Q Link Wireless to confirm that I want to continue receiving their service.
- If I change my address, I will provide my new address to Q Link Wireless within 30 days. If my address is temporary, I understand that I must verify my address with Q Link Wireless every 90 days.
- My household will receive only one Lifeline benefit and to the best of my knowledge, my household and/or spouse does not already receive a Lifeline service. I do not share living expenses and income with any other adult who currently resides at my address and is receiving Lifeline service. I also understand that this is a non-transferable service.
- The information contained in this application is true and accurate to the best of my knowledge, and I acknowledge that providing false or fraudulent information to obtain Lifeline benefits is punishable by law. I understand that the date of my application shall be based upon when I became eligible to receive service at provider's sole discretion.
- Until such time as I notify Q Link Wireless that I no longer meet the criteria for receiving Lifeline or until for any reason I am de-enrolled and my Q Link Wireless Lifeline Credit benefits are terminated, I authorize DSHS to disclose or give access to confidential information about me for the purpose of verifying my initial and continued eligibility for Lifeline assistance.
- I authorize Q Link Wireless or its duly appointed representative to: (1) access any records to verify my statements herein; (2) to confirm my continued eligibility for Lifeline; (3) to update my address to a proper format; (4) to provide any and all of the information related to my account including but not limited to my name and address to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I only receive one Lifeline benefit; and (5) authorize social service agency representatives to discuss with and/or provide information to Q Link Wireless verifying my participation in benefit program(s) that qualifies me for Lifeline assistance. If USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other. I also agree for Q Link Wireless to de-enroll my existing service and choose Q Link Wireless as my sole Lifeline provider.

**IMPORTANT: Make Sure To Include a Copy of Your Proof of Participation in a Government Program OR Your Proof of Income**

## F Sign and Date Below - By writing or typing your full name, you are electronically signing this form.

**BY WRITING OR TYPING YOUR FULL NAME, YOU ARE ELECTRONICALLY SIGNING THIS FORM.**



\_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 DATE

To Apply Online, Visit: [www.QLinkWireless.com](http://www.QLinkWireless.com). For questions, visit our online Help Center at [www.QLinkWireless.com](http://www.QLinkWireless.com), or call us Toll-Free at 1-855-754-6543.





## Lifeline Household Worksheet

Lifeline is a government program that provides a monthly discount on home or mobile telephone services. Only ONE Lifeline discount is allowed per household. Members of a household are not permitted to receive Lifeline service from multiple telephone companies.

Your **household** is everyone who lives together at your address as one economic unit (including children and people who are not related to you).

The **adults** you live with are part of your **economic unit** if they contribute to and share in the income and expenses of the household. An **adult** is any person 18 years of age or older, or an emancipated minor (a person under age 18 who is legally considered to be an adult). Household expenses include food, health care **expenses** (such as medical bills) and the cost of renting or paying a mortgage on your place of residence (a house or apartment, for example) and utilities (including water, heat and electricity). **Income** includes salary, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, worker's compensation benefits, gifts, and lottery winnings.

Spouses and domestic partners are considered to be part of the same household. Children under the age of 18 living with their parents or guardians are considered to be part of the same household as their parents or guardians. If an adult has no income, or minimal income, and lives with someone who provides financial support to that adult, both people are considered part of the same household.

**You have been asked to complete this Worksheet because someone else currently receives a Lifeline-supported service at your address. This other person may or may not be a part of your household. Answer the questions below to determine whether there is more than one household residing at your address.**

### Answer the following Questions About Your Household

1. Does your spouse or domestic partner (that is, someone you are married to or in a relationship with) already receive a Lifeline-discounted phone? (check no if you do not have a spouse or partner)

YES  NO

*If you check YES, you may not sign up for the Lifeline program. Only ONE Lifeline discount is allowed per household. If you checked NO, please answer question #2.*

2. Other than a spouse or partner, do other **adults, people over the age of 18 or emancipated minors** live with you at your address? This could include: parents, adult children, another adult relative such as a sibling, aunt, cousin, grandparent, grandchild, etc. or an adult roommate.

YES  NO


*If you check NO, initial below by Line B, and sign and date the worksheet. If you checked YES, please answer question #3.*

3. Other than a spouse or partner, do you share living expenses (bills, food, etc.) and share income (either your income, the other person's income or both incomes together) with at least one of the adults listed above in question #2?

YES  NO

*If you checked NO, then initial lines A and B below, and sign and date the worksheet. If you checked YES, you may not sign up for Lifeline because someone in your household already receives Lifeline.*

### CERTIFICATION

 Please initial the certifications below and sign and date this worksheet. Submit this worksheet to Q Link Wireless along with your Lifeline application.

A.  I certify that I live at an address occupied by multiple households.

B.  I understand that violation of the one-per-household requirement is against the Federal Communication Commission's rules and may result in me losing my Lifeline benefits, and potentially, prosecution by the United States government.

### SIGN AND DATE

**X**

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

**You must submit this completed Household Worksheet with your Q Link Wireless Lifeline Application.**



Email to: documents@qlinkwireless.com  
Fax to: 1-855-837-5465

-OR-



Mail to: Q Link Wireless, LLC  
499 E Sheridan St, Suite 300, Dania, FL 33004