

**BEFORE THE  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

In The Matter of the Petition of  
TAG Mobile, LLC  
For Designation as an Eligible  
Telecommunications Carrier and  
for Waiver of Certain Requirements in  
WAC 480-123-030

Docket No. \_\_\_\_\_

**PETITION OF TAG MOBILE, LLC FOR DESIGNATION  
AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN WASHINGTON  
AND FOR WAIVER OF WAC 480-123-030(1)(d)(f) AND (g)**

Judith A. Endejan

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*Counsel for TAG Mobile, LLC*

April 17, 2015

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COMMISSION

## SUMMARY

Tag Mobile, LLC (“TAG” or “Company”) respectfully submits this Petition for Designation as an Eligible Telecommunications Carrier (“ETC”) pursuant to Section 214(e)(2) of the Communications Act of 1934, as amended (the “Act”), Section 54.201 *et seq.* of the FCC’s rules, and WAC Chapter 480-123.<sup>1</sup> TAG seeks designation as an ETC in specified exchanges in the State of Washington solely for the limited purpose of offering services to end-user customers in the state eligible to receive funds from the federal Universal Service Fund (“USF”) low income program (“Lifeline”). TAG does not seek funding from the USF high-cost program, the Washington Telephone Assistance Program (“WTAP”) or the Washington State Universal Communications Service Program. TAG also seeks waiver of the requirements set forth in WAC 480-123-030(d), (f) and (g).

Sections 214(e) (2) and 254 of the Act expressly authorize the Commission to designate TAG as an ETC. TAG meets all of the statutory and regulatory prerequisites for designation as an ETC, except as set forth in the waiver request. Further, the public interest will be served by granting this request because consumers qualifying for the Lifeline discounts offered by TAG will receive the benefits of mobility, as well as the high-quality and high-value services offered by TAG at a substantially discounted price, meeting the needs of low-income customers in Washington. Accordingly, TAG respectfully requests that the Commission grant this Petition expeditiously so that qualified Washington residents can benefit from the high-quality and high-value services that the Company plans to offer.

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<sup>1</sup> TAG previously submitted a similar petition on November 26, 2012, in Docket No. 121865, but withdrew it without prejudice on March 17, 2014.

## **I. BACKGROUND**

### **A. TAG Mobile**

TAG is based in Dallas, Texas, founded in 2010, and is authorized to do business in Washington (Exhibit A). The Company provides Lifeline wireless services on a nationwide basis to approximately 44,000 customers in 18 states.<sup>2</sup> It currently does not provide any service in Washington. While most (43,780) are Lifeline customers, TAG also offers some pre-paid services to non-Lifeline customers. Exhibit B describes TAG's service plans. As demonstrated herein TAG meets each of the statutory and regulatory prerequisites for ETC designation.

Consistent with the requirements of WAC 480-123-030(1)(b) and Section 54.201(d)(1) of the FCC's rules, TAG will use resold wireless services, obtained through agreements with national wireless providers, which hold commercial mobile wireless service licenses throughout Washington, to provide its Lifeline wireless services in Washington.

### **B. Designation of Eligible Telecommunications Carriers**

Sections 214(e)(2) and 254 of the Act expressly authorize this Commission to designate TAG as an ETC.<sup>3</sup> Section 214(e) further provides that the Commission may, in the case of any area in Washington served by a rural telephone company, and shall, in the case of any other area in Washington, designate more than one common carrier as an ETC, provided the requesting carrier: (i) offers services that are supported by federal universal service support mechanisms; and (ii) advertises the availability of such services. The FCC's and this Commission's rules impose additional requirements on a common carrier seeking designation as an ETC. As demonstrated below, TAG satisfies each of these requirements.

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<sup>2</sup> Arkansas, Colorado, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, West Virginia and Wisconsin.

<sup>3</sup> 47 U.S.C §§ 214(e) (2), 254.

**C. Commission Has Granted ETC Designations to Nine Other Wireless Carriers That Offer Lifeline Services.**

Nine other wireless carriers have received an ETC designation from this Commission for low-income support only:

1. YOURTEL AMERICA, Inc.: Docket UT-110423 (Order 03) (Renewing Eligible Telecommunications Carrier)(October 20, 2014).
2. TracFone Wireless, Inc.: Docket UT-093012 (Order 06) (Renewing Eligible Telecommunications Carrier Designation and Exemption from Rule with Amended Conditions) (May 29, 2014).
3. QLINE Wireless LLC: Docket UT 130702 (Order 01) (Granting Eligible Telecommunications Designation with Conditions and Exemptions from Rule (December 12, 2013).
4. Boomerang Wireless, LLC: Docket UT-121610 (Order 01) (Granting Eligible Telecommunications Carrier Designation with Conditions and Exemptions from Rule) (December 12, 2013).
5. TELRITE Corporation, Docket UT-110321 (Order 01) (Granting Eligible Telecommunications Carrier Designation with Conditions and Exemption from Rule) (June 13, 2013).
6. i-wireless, LLC, Docket UT-101640 (Order 01) (Granting the Petition for Exemption from Provisions of WAC 480-123-03(1)(d)(f) and (g) and Designation as an Eligible Telecommunications Carrier) (September 13, 2012).
7. Budget Prepay Inc., (Order 01) (Granting the Petition for Exemption from Provisions of WAC 480-123-030(1) (d), (f) and (g) and Designation as an Eligible Telecommunications Carrier) (August 6, 2012).

8. Cricket Communications, Inc., Docket UT-111534 (Order 01) (Granting the Petition for Exemption from Provisions of WAC 480-123-030(1) (d), and Designation as an Eligible Telecommunications Carrier) (May 10, 2012).
9. Virgin Mobile USA, L.P., Docket UT-100203 (Order 01) (Granting the Exemption from Provisions of WAC 480-123-030(1) (d), Investment Plan, and Designation as an Eligible Telecommunications Carrier) (November 10, 2010).

**D. Scope of TAG's ETC Designation Request.**

TAG seeks ETC designation only for the limited purpose of receiving available support from the Lifeline program, in the wire centers listed on Exhibit C, which will be TAG's service area. TAG does not seek an ETC designation to serve tribal lands. As more fully described below, the instant request to participate in the Lifeline program promotes the goals of universal service and offers many benefits to low-income customers in Washington. TAG's Lifeline plan will provide affordable and convenient wireless services to qualifying customers, many of whom are otherwise unable to afford any telecommunications service.

**E. Description of TAG's Lifeline Service Offering.**

Under the Company's Basic Lifeline Plan (the "Plan"), TAG will provide qualified Lifeline customers in Washington with 250 minutes of airtime, that do not rollover, every 30 days at no charge. These can be used for local and long distance calling. In addition, the Plan includes a free 911/E911 compliant handset. The ability to text is available and 250 free minutes are also included in TAG's Basic Lifeline Plan. No monthly recurring fee will be charged to Lifeline customers because TAG will apply all low-income universal service support to defray this expense.

In the event that all airtime is used within the free 30-day period, Lifeline customers may purchase additional minutes to replenish airtime in 30-day increments.

Wireless handsets will be delivered at no charge to qualifying Lifeline customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline. TAG will not assess Lifeline subscribers an activation fee to enroll in TAG's Lifeline supported services. TAG does not send bills to its customers.

TAG's service plans, available as standalone pre-paid plans or as Replenishment or "top up" minutes, are available for purchase at TAG's retail locations and on its website.<sup>4</sup> [www.tag.mobile.com](http://www.tag.mobile.com). All low-income universal service support will be used to allow TAG to provide the Plan with no monthly recurring charge, or provide a Lifeline discount on other available service offerings, thus ensuring that Lifeline consumers receive the full benefit of the universal service support funding for which TAG will seek reimbursement. TAG will not deduct airtime minutes for calls made by Lifeline customers to TAG's Customer Service, or for calls made by TAG to such Lifeline customers to address billing, customer care and customer issues.

All TAG wireless plans also include at no additional charge:

1. Caller ID
2. Call Waiting
3. Call Forwarding
4. 3-Way Calling
5. Voicemail

**F. TAG's Verification Process/Operations.**

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<sup>4</sup> TAG does not yet have any retail locations in Washington but will open such locations once its ETC designation is granted.

TAG employees will perform all order fulfillment, compliance verification and recertification functions. TAG employs third party agents to sign-up and solicit customers, provide marketing, perform initial customer eligibility functions and provide customer support. These third party agents collect proof of eligibility from customers and submit the applications via an order entry platform provided by CGM. CGM performs an initial dip into USAC's National Lifeline Accountability Database ("NLAD") to verify the subscriber is not a duplicate. If this check is passed the customer receives a "soft approval" and is provided a wireless device but the application goes through a second check by TAG's internal compliance team, which reviews the customer's name, address and proof submitted for eligibility. This team runs a second check of the application against the NLAD and other internal databases. The application is not approved until all compliance checks are completed.

TAG uses the uniform eligibility criteria established in 47 C.F.R. § 54.409. All subscribers must be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; (2) the household's participation in one of the federal assistance programs listed in the rule,<sup>5</sup> or (3) eligibility criteria established by the State for its residents, "provided such criteria are based solely on income or factors directly related to income."<sup>6</sup> All subscribers must complete a Lifeline certification form that complies with 47 C.F.R. § 54.410(d).

TAG follows the de-enrollment procedure specified in 47 C.F.R. § 54.405(3) and it annually re-certifies subscribers pursuant to 47 C.F.R. § 54.410(f).

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<sup>5</sup> "The consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of the following federal assistance programs: Medicaid; Supplemental Nutrition Assistance program; Supplemental Security Income; Federal Public Housing Assistance (Section 8); Low-Income Home Energy Assistance Program; National School Lunch Program's free lunch program; or Temporary Assistance for Needy Families." 47 C.F.R. § 54.409(A)(2).

<sup>6</sup> 47 C.F.R. § 54.409(A) (2).

## II. TAG SATISFIES THE STATUTORY AND REGULATORY PREREQUISITES FOR DESIGNATION AS AN ETC.

TAG satisfies each of the statutory and regulatory prerequisites set forth in the Act, the FCC's rules and WAC 480-123-030 (except for those for which a waiver is sought).

### A. TAG Offers the Services and Functionalities Supported by the Federal Low-Income Universal Service Program [47 C.F.R. §§ 54.101(a)] .

TAG provides each of the services supported by federal universal service support mechanisms, as set forth in 47 C.F.R. § 54.101(a), and will offer these supported services throughout the areas in Washington in which it is designated as an ETC. As noted earlier, TAG will provide these supported services using resale arrangements utilizing the wireless infrastructure of a national wireless carrier.

1. *Voice Grade Access.* "Voice grade access" permits a telecommunications user to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal that there is an incoming call. TAG's customers in Washington will be able to make and receive calls on the public switched telephone network.

2. *Local Usage.* "Local usage" means an amount of minutes of use of exchange service, prescribed by the FCC, provided free of charge to end users."<sup>7</sup> The FCC interpreted its rule as requiring carriers to offer customer rate plans offering varying amounts of local usage but has not set any specific amount. TAG's 250-minute per month Plan qualifies as offering local usage because the customer can use all of those minutes for local calling.<sup>8</sup>

3. *Access to Emergency Services.* "Access to emergency service" includes access to services, such as 911 and enhanced 911 ("E-911"), provided by local governments or

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<sup>8</sup> See *Western Wireless Corp, Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming*, CC Docket No. 96-45, Memorandum Opinion and Order, 16 FCC Rcd 48, 52 ¶ 10 (2000).



other public safety organizations. All of the phones that TAG distributes in Washington are capable of delivering automatic numbering (“ANI”) and automatic location information (“ALI”), and otherwise satisfy applicable state and federal E-911 requirements.<sup>9</sup>

**B. TAG as a Common Carrier is Eligible to Receive Support [47**

**C.F.R.§54.201(d)].**

Section 3(10) of the Act, 47 U.S.C. § 153(10), defines a common carrier as “any person engaged as a common carrier for hire, in interstate or foreign communications by wire or radio...” TAG meets this definition by offering interstate communications by radio as a common carrier for hire.

*1. TAG will Provide the Supported Services through Resale [54.201(d) (1)].*

TAG operates as a reseller for the supported services, purchasing them on a wholesale basis from national wireless carriers Sprint, T-Mobile and Verizon Wireless, consistent with 47 C.F.R. § 54.201(d)(1). TAG has sought, and obtained, blanket forbearance from the “owns facilities” requirements of 47 U.S.C. § 214(e) (I) (A) pursuant to the FCC’s Lifeline Reform Order.<sup>10</sup> TAG’s Compliance Plan was approved by the FCC on August 8, 2012. See Exhibit D.

*2. TAG Will Advertise the Availability of and Charges for Its Universal Service Qualifying Offerings. [54.201(d)(2)].*

TAG will advertise the availability of the supported services detailed above. Section 214(c) (1) (B) of the Act requires that an ETC advertise the availability of Supported Services and the related charges using media of general distribution. ETC’s are also required to publicize

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<sup>9</sup> 47 C.F.R. § 54.101(a), which requires the provision of toll limitation services, does not apply to TAG’s service which does not distinguish between toll and non-toll in pricing. See 47 C.F.R. §54.401(a)(2).

<sup>10</sup> *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6, 2012) (“*Lifeline and Link Up Reform Order*”).

the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for such services.<sup>11</sup> TAG will advertise the availability of Supported Services throughout its designated service areas using media of general distribution in a manner that is designed to reach those likely to qualify for such services. TAG will use a variety of media resources including, but not limited to, point of sales materials, onsite merchandising, banners, customer direct mail, customer brochures, television, community events and print media. Examples of TAG advertising are in Exhibit E. In addition, TAG agrees to comply with all form and content requirements, if any, promulgated by the FCC and this Commission in the future that may be required of all designated ETCs.

**C. TAG Will Satisfy Its Additional obligations as an ETC. [47 C.F.R. §202].**

*1. Commitment to Serve All Customers Making a Reasonable Request for Service. [54.202 (a) (I)]*

If designated as a wireless ETC, TAG will provide service through the resale of the services acquired from its underlying wireless carriers through existing negotiated and executed agreements. Because TAG's underlying wireless carriers are already operational, TAG will be able to commence offering its Lifeline service programs to all qualified consumers soon after it receives approval from the Commission and upon implementation of procedures and internal systems necessary, such as the distribution of sales materials to authorized agent locations. As a result, TAG will be able to meet the requirements of 47 C.F.R. § 54.202(a) (1).

*2. Five Year Service Improvement Plan. [54.202(a) (1) (ii)].*

The Five Year Service Improvement Plan's requirement is intended to demonstrate that high-cost funds are used appropriately. This requirement is not applicable to TAG, per this subsection, because it intends to only provide low-income services.

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<sup>11</sup> 47 C.F.R. § 54.405(b).

*3. Ability to Remain Functional in Emergency Situations [54.202(a) (2)].*

47 C.F.R. § 54.202(a) (2) requires that an ETC provide “a demonstration of the carrier’s ability to remain functional in emergency situations...” Because TAG services will be provided through resale, they will provide all of the back-ups and contingency plans of its underlying wireless carriers, which include back-up battery power at cell sites to ensure functionality in emergency situations.

*4. Satisfaction of Applicable Consumer Protection and Service Quality Standards [54.202(a) (3)].*

TAG will comply with all applicable state and federal consumer protection and service quality standards. Further, TAG will abide by CTIA’s Consumer Code for Wireless Service (“CTIA Code”), in those areas where it is seeking designation as an ETC. By offering the resold services of major national carriers, TAG will offer their level of quality and reliable service. TAG will also use its best efforts to resolve any complaint received by the Commission and designates the following contact person to work with Commission staff to resolve any complaints or other compliance matters: Mary Calderon, Compliance & Regulatory Affairs Manager

*5. TAG is Financially and Technically Able to Provide Lifeline Service [§54.202(a) (4)].* As discussed above, TAG is technically able to offer Lifeline services by relying upon the technical capabilities of its underlying major wireless providers. TAG will provide financial information to the Commission, on a confidential basis, that will demonstrate TAG’s financial capabilities.

*6. TAG’s Terms and Conditions. [54.202(a) (5)].*

TAG has attached as Exhibit F the terms and conditions under which it will offer Lifeline service to subscribers in Washington.

**D. TAG will accept Conditions Imposed upon Other Wireless ETCs.**

This Commission has approved the petitions for ETC designation of nine wireless carriers as identified in Sec. I.C.. Each approval contained a list of Washington-specific conditions, which are mostly identical, with some company-specific variations. TAG has reviewed the most recent set of conditions applied to the approval of YOURTEL America, Inc.'s petition for ETC designation in Docket No. UT-110423. Either TAG's Plan already complies with these conditions or some are inapplicable. In any event, TAG is willing to accept additional conditions upon its ETC designation similar to those imposed upon YOURTEL and the other wireless ETCs.

**III. DESIGNATING TAG AS A COMPETITIVE ETC WILL SERVE THE PUBLIC INTEREST.**

One of the principal goals of the Act, as amended by the Telecommunications Act of 1996, is "to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies" to all citizens, regardless of geographic location or income.<sup>12</sup> Designating TAG as an ETC will serve the public interest generally, and the needs of low-income customers in Washington needing unlimited local and long distance calling, in particular.

The public interest benefits associated with the Company's wireless service include larger local calling areas (as compared to traditional wireline carriers' calling areas), the convenience and personal security afforded by mobile telephone service, the opportunity for customers to receive a high-value wireless plan that provides unlimited local and domestic long

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<sup>12</sup> Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56.

distance, and emergency services (911 and, where available, E911 services) in accordance with FCC requirements. The inclusion of unlimited domestic toll calling in one of TAG's wireless offerings will allow consumers to avoid the risk of becoming burdened with large and unexpected charges for the toll calling and unexpected overage charges. Additionally, wireless service greatly benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events.

TAG's unique pre-paid option is designed to provide consumers who, due to credit or deposit requirements, may not be able to obtain the safety and convenience of telephone service from traditional providers, and because TAG's customers are never obligated to pay for a period of service that exceeds 30 days.

Because TAG's service is provided with no credit check, deposit requirement, minimum service periods, or early termination fees, the service will be an attractive and affordable alternative to qualified low-income consumers without regard to age, residency or credit worthiness. The wireless service offered by TAG will provide consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

Because of these benefits, many qualified consumers will select wireless Lifeline service in lieu of the more traditional wireline or wireless services. Thus, TAG will fulfill a critical role in the marketplace by ensuring that many Americans who cannot qualify for, or afford, the services provided by other wireless providers can still enjoy the benefits of wireless communications.

By this Petition, TAG seeks to make it easier for low-income Americans to access basic voice and data services. The primary purpose of universal service is to ensure that consumers—

especially low-income consumers—receive affordable and comparable telecommunications services.

Designation of TAG as an ETC would also promote competition, by bringing the same entrepreneurial spirit that has reinvigorated the wireless industry to the Lifeline market in Washington. Other carriers, therefore, will have the incentive to improve their existing service offerings and tailor service plans to contain service terms and features appealing to lower-income consumers. TAG will provide another competitive choice for consumers in addition to the nine other wireless ETCs in Washington.

#### **IV. TAG REQUESTS WAIVER OF THREE COMMISSION REQUIREMENTS THAT ARE INAPPLICABLE TO ITS LIMITED REQUEST**

TAG requests that the Commission exempt it from requirements set forth in WAC 480-123-030(d), which provides that an ETC petitioner must include a plan of investment to be made with the federal support and a description of how the expenditures will benefit customers. This requirement was adopted for carriers seeking high-cost support to fund investments to their networks. TAG seeks only a limited designation as an ETC for Lifeline support. Because the Company will pass all Lifeline credits through to eligible customers, TAG has no basis for filing an investment plan, and should be granted a waiver of this requirement.

TAG also seeks a waiver of the requirement in WAC 480-123-030(f) to provide a map in .shp format of proposed service areas (exchanges) with existing and planned locations of cell sites and shading to indicate where the carrier provides and plans to provide commercial mobile radio service signals. TAG's wireless coverage will be provided solely by reselling the wireless services of other carriers. TAG does not own or control cell sites or the spectrum needed to develop cell sites in Washington. TAG does not have the permission of its underlying carriers to

provide coverage maps to the Commission. Given that TAG does not have access to the maps, the Company requests wavier of the requirement to provide coverage maps.

As described above, TAG does not own or operate any cell site or microwave hubs, since it will provide service in Washington by reselling services of other wireless network carriers.

Those network operators have implemented state-of-the-art network reliability standards and TAG and its customers will benefit from their high standards. TAG will have the ability to provide for the rerouting of traffic around damaged facilities and management of traffic spikes resulting from emergency situations through its wireless service provider and its own. The requirement in WAC 480-123-030(g) that TAG demonstrate that it has back-up battery power or generators for anything other than it's own facilities is not applicable. Accordingly, TAG seeks a wavier of the requirements of subsection (g).

The Commission granted waivers for these three rule requirements to TracFone, YOURTEL America, Inc., Q-Link, Boomerang, i-wireless, Tel-Lite and Budget Prepay, Inc. Because TAG is similarly situated to these carriers it should also be granted a waiver of WAC 480-123-030(d) (f) and (g).

## V. CONCLUSION

Based on the foregoing, TAG has demonstrated its eligibility for designation as an ETC. Accordingly, TAG respectfully requests that the Commission grant this Petition and requested waivers expeditiously.

Respectfully submitted this 17<sup>th</sup> day of April, 2015.

GARVEY SCHUBERT BARER

By: Judith A. Endejan  
Judith A. Endejan

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*Counsel for TAG Mobile, LLC*



**DECLARATION OF CHARLES L. SCHNEIDER, JR.**

I, Charles L. Schneider, Jr. state as follows:

1. I am the Chief Executive Officer of TAG Mobile, LLC ("TAG Mobile"), a wireless service provider. My business address is 1330 Capital Parkway, Carrollton, TX 75006. I am authorized to execute this Declaration on behalf of TAG Mobile.

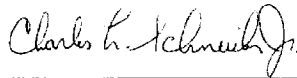
2. I have read the foregoing pleading for and on behalf of TAG Mobile. The matters and things set forth in said pleading are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: April 11, 2015

Place of Execution: Carrollton, Texas

Charles L. Schneider, Jr.



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GSB:5018319.1

## EXHIBITS

- Exhibit A — Certificate of Authority to Conduct Business in Washington
- Exhibit B — Service Plan
- Exhibit C — Wire Centers
- Exhibit D — TAG's FCC Compliance Plan approval
- Exhibit E — Sample Advertising
- Exhibit F — Customer Terms and Conditions

# EXHIBIT A

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF EXISTENCE/AUTHORIZATION**

OF

**TAG MOBILE, LLC**

I FURTHER CERTIFY that the records on file in this office show that the above named Limited Liability Company was formed under the laws of the State of TX and was issued a Certificate Of Registration in Washington on 5/10/2012.

I FURTHER CERTIFY that as of the date of this certificate, TAG MOBILE, LLC remains active and has complied with the filing requirements of this office.

Date: November 14, 2012

UBI: 603-202-559



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

# EXHIBIT B

Exhibit B

TAG Mobile Summary Rate Plans

Plan Name	Minutes	Text	Customer Cost	Cost per MOU	Plan Expiration
Lifeline Plan	250*	**	\$ 0.00	\$0.00	30 days
Pre-paid Plan 1	100*	200	\$ 7.00	\$0.07	30 days
Pre-paid Plan 2	500*	1000	\$20.00	\$0.04	30 days
Pre-paid Plan 3	1000*	1200	\$30.00	\$0.03	30 days
Unlimited Talk & Text	Unlimited*	Unlimited	\$39.00	N/A	30 days

\* All TAG Mobile calling plans include the following functionalities and features:

- Local Calls
- Nationwide Domestic Long Distance
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail
- Nationwide Domestic Text Messaging
- Roaming at no additional charge
- 411 Directory Assistance
- 911 and enhanced 911 ("E-911") service where available – Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.
- 611 access to Customer Service where available. Plan minutes are not decremented for 611 access and/or direct dialed Customer Service calls.
- 211 Service related to the National 2-1-1 initiative, which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing "211". Plan minutes are not decremented for 211 calling.

\*\* Where text is not included in the Plan, texts decrement available Plan minutes at the rate of 1 text, whether sent or received, per Plan minute.

All TAG Mobile non-Lifeline Plans are available either as replenishments or stand-alone pre-paid phone plans.

# EXHIBIT C

**Areas for Eligible Telecommunications Carrier Designation**

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
CENTURYTEL OF COWICHE, INC.	
	COWICHE
	RIMROCK
	TIETON
CENTURYTEL OF INTER-ISLAND, INC.	
	BLAKELY ISLAND
	EAST SOUND
	FRIDAY HARBOR
	LOPEZ
CENTURYTEL OF WASHINGTON, INC.	
	AMES LAKE
	ARLETTA
	ASHFORD
	BASIN CITY
	CARNATION
	CATHLAMET
	CHENEY
	CHINOOK
	CONNELL
	COULEE CITY
	CURTIS
	EDWALL-TYLER
	ELTOPIA
	EUREKA
	FALL CITY
	FORKS
	GIG HARBOR
	HARRINGTON
	HUMPTULIPS
	KAHLOTUS
	KETTLE FALLS
	KINGSTON
	LAKEBAY
	LIND
	MATHEWS CORNER



INCUMBENT LOCAL EXCHANGE CARRIER	EXCHANGE
	MCCLEARY
	MEDICAL LAKE
	MESA
	MONTESANO
	MORTON
	NORTH BEND
	OCEAN PARK
	OCOSTA
	ODESSA
	ORTING
	OTHELLO
	PACKWOOD
	PUGET ISLAND
	RANDLE
	REARDAN
	RITZVILLE-BENGE
	SOUTH PRAIRIE
	SPANGLE
	SPRAGUE
	TWISP
	VADER
	VASHON
	WASHTUCNA
	WILSON CREEK
FRONTIER COMMUNICATIONS NORTHWEST INC.	
	ACME-DEMING-WHATCOMCTY
	ALGER
	ANACORTES
	ARLINGTON
	BENTON CITY
	BIG LAKE
	BLAINE-BIRCH BAY-GTLD
	BOTHELL
	BURLINGTON
	CAMAS-WASHOUGAL
	CASHMERE
	CHELAN
	CONCRETE
	CONWAY
	CUSTER-GTLD

INCUMBENT LOCAL EXCHANGE CARRIER	EXCHANGE
	DEMING-WHATCOMCTY
	EDISON
	ENTIAT
	EVERETT
	EVERSON-GTLD
	FAIRFIELD
	FERNDALE-GTLD
	GARFIELD
	GEORGE
	GRANITE FALLS
	GRAYLAND
	HALLS LAKE
	KENNEWICK
	KIRKLAND
	LA CONNER
	LATAH
	LAUREL-WHATCOMCTY
	LEAVENWORTH
	LYMAN-HAMILTON
	LYNDEN
	MANSFIELD
	MAPLE FALLS
	MARBLEMOUNT
	MARYSVILLE
	MONROE
	MOUNT VERNON
	NACHES
	NEWPORT
	NILE
	OAK HARBOR
	PALOUSE
	PULLMAN
	QUINCY
	RICHLAND
	RICHMOND BEACH
	ROCKFORD
	ROSALIA
	SEDRO WOOLLEY
	SEDRO WOOLLEY-CONTEL
	SILVER LAKE

INCUMBENT LOCAL EXCHANGE CARRIER	EXCHANGE
	SKYKOMISH
	SNOHOMISH
	SOAP LAKE
	STANWOOD
	STEVENS PASS
	SULTAN
	SUMAS-GTLD
	TEKOA
	WATERVILLE
	WENATCHEE
	WESTPORT
CenturyLink	ABERDEEN-HOQUIAM
	AUBURN
	BAINBRIDGE ISLAND
	BATTLE GROUND
	BELFAIR
	BELLEVUE
	BELLINGHAM-GTLD
	BLACK DIAMOND
	BREMERTON
	BUCKLEY
	CASTLE ROCK
	CENTRALIA
	CHEHALIS
	CLE ELUM
	COLFAX
	COLVILLE
	COPALIS
	DEER PARK
	DES MOINES
	EASTON
	ELK
	ENUMCLAW
	EPHRATA
	GRAHAM
	GREEN BLUFF
	HOODSPORT
	ISSAQUAH
	KENT

<b>INCUMBENT LOCAL EXCHANGE CARRIER</b>	<b>EXCHANGE</b>
	LIBERTY LAKE
	LONGVIEW-KELSO
	LOON LAKE
	MAPLE VALLEY
	MOSES LAKE
	NEWMAN LAKE
	OLYMPIA
	OTHELLO
	PATEROS
	PORT ANGELES
	PORT LUDLOW
	PORT ORCHARD
	PORT TOWNSEND
	PUYALLUP
	RENTON
	RIDGEFIELD
	ROCHESTER
	ROY
	SEATTLE
	SEQUIM
	SHELTON
	SILVERDALE
	SPOKANE
	SPRINGDALE
	SUMNER
	TACOMA
	TACOMA WAVERLY
	VANCOUVER
	WAITSBURG
	WARDEN
	WINLOCK
	YAKIMA
<b>UNITED TELEPHONE - NORTHWEST</b>	
	CHIMACUM-CENTER
	COLUMBIA
	DALLESPORT
	GOLDENDALE
	GRANDVIEW
	GRANGER
	HARRAH

<b>INCUMBENT LOCAL EXCHANGE CARRIER</b>	<b>EXCHANGE</b>
	HOOD CANAL
	LYLE
	MABTON-BICKLETON
	MATTAWA
	PATERSON
	PORT ANGELES-GARDINER
	POULSBO
	PROSSER
	ROOSEVELT
	STEVENSON
	TOPPENISH-ZILLAH
	TROUT LAKE
	WAPATO
	WHITE SALMON
	WHITE SWAN
	WHITSTRAN
	WILLARD

# EXHIBIT D



# PUBLIC NOTICE

Federal Communications Commission  
445 12<sup>th</sup> St., S.W.  
Washington, D.C. 20554

News Media Information 202 / 418-0500  
Internet: <http://www.fcc.gov>  
TTY: 1-888-835-5322

DA 12-1286

Release Date: August 8, 2012

## WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF BIRCH COMMUNICATIONS, BOOMERANG WIRELESS, IM TELECOM, Q LINK WIRELESS AND TAG MOBILE

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves the compliance plans of five carriers: Birch Communications, Inc. (Birch); Boomerang Wireless, LLC (Boomerang); IM Telecom, LLC (IM); Q Link Wireless, LLC (Q Link); and TAG Mobile, LLC (TAG). The compliance plans were filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.<sup>1</sup>

The Act provides that in order to be designated as an eligible telecommunications carrier for the purpose of universal service support, a carrier must "offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier's services . . ." <sup>2</sup> The Commission recently amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.<sup>3</sup> As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by providing operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.<sup>4</sup> In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities requirement, subject to certain public safety and compliance obligations, is appropriate for carriers

<sup>1</sup> See *Lifeline and Link Up Reform and Modernization et al*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656, 6816-17 at paras. 379-380 (2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

<sup>2</sup> 47 U.S.C. § 214(e)(1)(A).

<sup>3</sup> See *Connect America Fund*, WC Docket No. 10-90 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17692-93, paras. 77-78, 80 (2011); *pets. for review pending sub nom. In re: FCC 11-161*, No. 11-9900 (10th Cir. filed Dec. 8, 2011); *Connect America Fund*, WC Docket No. 10-90 *et al.*, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*).

<sup>4</sup> See *Lifeline Reform Order*, 27 FCC Rcd 6812, at para. 366, App. A; *USF/ICC Transformation Order on Reconsideration* at para. 4. Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Blanket Forbearance Compliance Plan, WC Docket Nos. 09-197 and 11-42, Q Link Wireless, LLC's Third Amended Compliance Plan at 4 n. 2 (filed July 30, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under section 54.101 and 54.401 of the Commission's rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

seeking to provide Lifeline-only service.<sup>5</sup> Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.<sup>6</sup>

The Bureau has reviewed the five plans listed in the Appendix for compliance with the conditions of the *Lifeline Reform Order*, and now approves those five compliance plans.<sup>7</sup>

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12<sup>th</sup> Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12<sup>th</sup> Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email [www.bcpweb.com](http://www.bcpweb.com).

**People with Disabilities:** To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to [fcc504@fcc.gov](mailto:fcc504@fcc.gov) or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Divya Shenoy, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

- FCC -

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<sup>5</sup> See *Lifeline Reform Order*, 27 FCC Rcd 6813-6817 at paras. 368-381.

<sup>6</sup> See *id.* at paras. 373 and 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

<sup>7</sup> The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, 27 FCC Rcd 6679-80, 6818-19 at paras. 50 and 387.



**APPENDIX**

<b>Petitioner</b>	<b>Compliance Plans As Captioned by Petitioner</b>	<b>Date of Filing</b>	<b>Docket Numbers</b>
Birch Communications, Inc.	Further Amended Compliance Plan of Birch Communications, Inc.	July 2, 2012	09-197; 11-42
Boomerang Wireless, LLC	Boomerang Wireless, LLC Revised Compliance Plan	July 26, 2012	09-197; 11-42
IM Telecom, LLC	IM Telecom, LLC d/b/a Infiniti Mobile Compliance Plan	July 5, 2012	09-197; 11-42
Q Link Wireless, LLC	Q Link Wireless, LLC's Third Amended Compliance Plan	July 30, 2012	09-197; 11-42
TAG Mobile, LLC	TAG Mobile, LLC Compliance Plan	July 26, 2012	09-197; 11-42

# EXHIBIT E

Exhibit P

**TAG** **FREE**  
**Cell Phone**  
Free Minutes Every Month  
No Contract No Credit Check  
**mobile** **Sign Up Today!**  
[www.tagmobile.com](http://www.tagmobile.com)

# FREE

## Cell Phone

Free Minutes Every Month

No Contract

No Credit Check

Sign Up Today!

# TAC

mobile

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



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

- Supplemental Security Income (SSI)
- Food Stamps
- Federal Public Housing (Section 8)
- Medicaid
- Low-Income Home Energy Assistance
- National School Lunch Program
- Temporary Assistance to Needy Families (TANF)

This TAG Mobile supported service is not available in all states. TAG Mobile supported services are subject to change without notice. TAG Mobile supported services are subject to change without notice. TAG Mobile supported services are subject to change without notice.

**TAG Mobile Limited supported service providers**

- AT&T
- Cingular
- Nextel
- Sprint
- T-Mobile
- Verizon
- Virgin Mobile

**IMPORTANT!**

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

**Low Cost Reload Minute Packages**

Price	Minutes Packages
\$7.00	100 Minutes / 200 texts
\$20.00	500 Minutes / 1000 texts
\$30.00	1000 Minutes / 1200 texts
\$39.00	Unlimited Talk/Text

For a reload location near you call 1-888-959-4018

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

1. I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the designated program(s) and will notify TAO within thirty (30) business days (1) if I am no longer participating in any of the designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
2. The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on my Application that I am required to notify TAO of my new address within 30 days.
3. If I provided a temporary residential address to TAO, I will verify my temporary residential address every 90 days.
4. I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
5. I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. I authorize TAO to access any records required to verify my statements on my application and to confirm my eligibility for the TAO Lifeline credit. I give permission to the duly authorized official(s) administering the designated program(s) to provide to TAO my participation status in such program(s). I give this permission on the condition that the information in this Application and any information about my participation in the designated programs provided by officials to be maintained by TAO as confidential customer account information.
7. I authorize TAO to release any records required for the administration of the TAO Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline supported service from any other provider.
9. I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 63).

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

# EXHIBIT F

# TAG Mobile, LLC Service Agreement

## The Service Agreement

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

### When You Accept The Agreement

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



## Terms of Service

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

### Service Plans

The Service Plan consists of a detailed description of the Service provided to you and the fees associated with that Service. Only the terms of the specific Service Plan you selected will apply to your Agreement. All Service Plans include the following features:

- Local Calls
- Nationwide Domestic Long Distance
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail (airtime charges apply from your cell phone)
- Nationwide Domestic Text Messaging - The rate to receive or send a text message to another phone is 1 minute per 3 text messages sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used.
- Roaming at no additional charge, subject to the terms of the Agreement
- 411 Directory Assistance - Plan minutes are decremented for 411 calling.
- 911 and enhanced emergency 911 ("E-911") service where available - Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.
- 611 access to Customer Service where available. 611 access and Customer Service calls are free and do not decrement Plan minutes.
- 211 Service related to the National 2-1-1 Initiative which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing "211". Plan minutes are not decremented for 211 calling.

TAG offers the following Service Plans:

General Service Plan Terms: For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not always included, however it is available and where it is not included plan minutes are decremented at 1 minute for every 1 text message, either sent or received. Data services are currently not included in TAG's Service Plans. TAG Service Plans may require the purchase of a TAG Device and a one-time activation fee unless a promotional offer or other qualifying plan terms apply.

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

Pre-paid Plan pricing and terms are as follows:

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

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

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

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

see TAG's website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on text message rates in your area. Data services are not included and are not available with Lifeline service. Unless state specific rules apply, all unused Lifeline minutes will expire at the end of each month, defined as the monthly renewal date, upon reload of your free and/or discounted monthly Lifeline minutes. Pre-paid Replenishment Plans are available to be purchased in conjunction with Lifeline service. These Pre-paid Replenishment Plans may include text and/or data. Pre-paid Replenishment minutes expire independently from your monthly Lifeline minutes.

\* Lifeline Plans are only available to consumers who qualify for Lifeline supported service. Eligibility for Lifeline service may vary by state. Please see our website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on qualification for Lifeline service. In most states you may be eligible if your combined household income is at 135% of the federal poverty level or you already participate in one or more of the following government aid programs:

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

**Rules Related to Lifeline Supported Service:** Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. Lifeline benefits are federal benefits and consumers that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline. All Lifeline subscribers must complete their own Application for service. Lifeline service requests will not be processed until an Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

**Initial Certification and Annual Re-Certification Requirements of Lifeline Supported Service:** Evidence of Lifeline program eligibility is required with your

initial application for Lifeline supported Service. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of your state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

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

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

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

1. That you have read and understand the Lifeline Application, and swear and affirm that the information contained in the Application is true and correct, to the best of your knowledge and belief. Further, that you understand that you must meet certain eligibility qualifications receive Lifeline supported service, and that you understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
2. That you meet the income-based eligibility criteria for Lifeline supported service or that you are a current recipient of the program you designated as your qualification for eligibility and that you will notify TAG within thirty (30) business days (1) if you are no longer participating in the designated

program(s); (2) if your household is receiving more than one Lifeline supported service; or (3) if for any other reason your household no longer satisfies the criteria for receiving Lifeline support. You will need to provide documentation of eligibility if required.

3. That the residence address you provided is your primary residence, and not a second home or business and that you understand that if you move from the address included on your Lifeline Application that you are required to notify TAG of your new address within 30 days. Further, if you provided a temporary residential address to TAG, that you will verify your temporary residential address every 90 days.
4. That you understand the notification requirements described above with respect to both program eligibility and current address information, and that you further understand that you or your household may be subject to penalties if these requirements are not followed.
5. That you understand that you may be required to re-certify the continued eligibility of your household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. Further, that you understand that failure to re-certify as required will result in the termination of your Lifeline benefits and that you may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. That you authorize TAG to access any records required to verify your statements on the Lifeline Application form and to confirm your eligibility for TAG Lifeline Service. That you give permission to the duly authorized official(s) administering the designated program to provide to TAG your participation status in such program. That you give this permission on the condition that the information in the Lifeline Application and any information about your participation in the designated program provided by officials be maintained by TAG as confidential customer account information.
7. That you authorize TAG to release any records required for the administration of the TAG Lifeline program (including your name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. That your household will receive only one Lifeline benefit and, to the best of your knowledge, your household is not currently receiving a Lifeline-supported service from any other provider.
9. That you are entitled to complete the Lifeline Application, and are not listed as a dependent on another person's tax return (unless over the age of 60).

**Usage Requirements Related to Lifeline Supported Service:** In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless Service at least once per month. You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service. TAG

monitors subscribers for non-usage and after 30 days of non-use, TAG's usage team identifies accounts that have not been used for 30 days and sends a text message to such customers asking the customers to respond to the text message or call TAG's customer service number within 30 days to keep the account active. After 45 days of non-usage (15 days from the initial text notification), TAG's internal outreach team attempts to contact those customers to inquire about their intentions to retain the service. In addition to the above, and upon completion of the 30 day grace period and a cumulative 60 days of non-use, TAG will provide written notice to you stating that non-use of your Lifeline service for 60 days and failure to respond to TAG's outreach efforts and/or provide an affirmative acknowledgement directly to TAG that you wish to retain your Lifeline service within 30-days from the date of the initial text notification has resulted in de-enrollment from the Lifeline program and deactivation of your Lifeline supported Service. During the entire 60 day period, your TAG Lifeline service remains active and is not suspended. In the event your Lifeline supported Service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.

**Termination of Service(s):** You may terminate any line of Service, including Lifeline Service, by calling us. We reserve the right to cancel offers early or extend offers without notice. Certain offers may not be available everywhere or be combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit [www.tagmobile.com](http://www.tagmobile.com) for coverage details. Fees paid for Services and/or Devices are inclusive of most government taxes and fees, and TAG Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area], with the exception of local sales tax which is applied to the purchase of replenishment plans or other Services or Devices that are purchased at retail locations or on our website. TAG Surcharges are not taxes or government required charges and are subject to change. A phone activation fee may apply to new activations. A reconnect fee may apply to reestablish service on accounts that have been deactivated. All TAG services will only work with TAG approved phones - not all services are available with all phones or on all networks. Service charges are not refunded or prorated if service is terminated or modified. All phone usage, including incoming/outgoing calls, incurs airtime charges unless specified otherwise. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused plan minutes do not carry forward and expire at midnight of the monthly service renewal date as determined by your activation date, unless special plan terms apply. Partial minutes of use are rounded up to the next whole minute.

#### **Nature of Services.**

The Services are provided via Service Plans under which you do not pay metered "per minute" charges for service. In an effort to offer Service on a reliable basis at a reasonable cost, TAG may discontinue providing Service to you, change the services provided to you, change your Service Plan, reduce the speed of any service provided, cap or restrict the amount of use of any service, or discontinue or limit connections to

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

#### Your Use Of The Service.

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

TAG reserves the right to manage our network and the traffic on our network in the way we believe best benefits our customers and best enables us to maintain Service of the nature described in this Agreement. We have determined that our ability to provide Service to our customers is disrupted when you place an abnormally high number of calls, repeatedly place calls which result in abnormally long call lengths, repeatedly place calls with abnormally high costs, high or disproportionate use, or

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

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

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

TAG also reserves the right to block, or otherwise prevent access to third party services or other premium services, features or content that would generate additional fees or charges billed to TAG, either directly or via your account, as a result of your use of or access to the service, feature or content. Further, TAG reserves the right to block, or otherwise prevent access to features, services, countries, carriers, destinations, and/or content that TAG determines, in its sole discretion, are inconsistent with the nature of Service provided by TAG, are indicative of uses not permitted hereunder, or result in abnormally long calls, abnormally high costs, or abnormally high usage. We also may block calls to telephone numbers at the request of the called party. In addition, if any call duration exceeds a length of time



that is determined by TAG to be excessive from time to time, TAG may, in its sole discretion, terminate or restrict any such call.

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

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

You agree you will not use our messaging services to send messages that contain advertising or a commercial solicitation to any person or entity without their consent. You will have the burden of proving consent with clear and convincing evidence if a person or entity complains you did not obtain their consent. Consent cannot be evidenced by third party lists you purchased or obtained. You further agree you will not use our messaging service to send messages that: (a) are bulk messages (b) are automatically generated; (c) can disrupt our network; (d) harass or threaten another person (e) interfere with another customer's use or enjoyment of our Services; (f) generate significant or serious customer complaints, (g) that falsify or mask the sender/originator of the message; or (h) violate any law or regulation. We reserve the right, but are not obligated, to deny, disconnect, suspend, modify and/or terminate your messaging service or messaging services with any associated account(s), or to deny, disconnect, suspend, modify and/or terminate the account(s), without notice, as to anyone using messaging services in any manner that is prohibited. Our failure to take any action in the event of a violation shall not be construed as a waiver of the right to enforce such terms, conditions, or policies. Advertising and commercial solicitations do not include messaging that: (i) facilitates, completes, or confirms a

commercial transaction where the recipient of such message has previously agreed to enter into with the sender of such message; or (j) provides account information, service or product information, warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient of such message.

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

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

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

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

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

**Messaging (text, picture and video):** Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, may require an alternate method of payment and are unable to be billed through the Service. There is no guarantee that messages will be received, and TAG is not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

**Off-network Roaming:** The primary use of your Device must be for domestic purposes within the TAG network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Roaming may not be available to customers who reside or

whose primary use is outside an area covered by the TAG Network. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for roaming.

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

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

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

## Acceptable Use Policy

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

### COVERAGE OF THIS POLICY

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

### ILLEGAL OR HARMFUL USE

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

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

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

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

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

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

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

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

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

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

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

#### **ELECTRONIC COMMUNICATIONS**

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

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

#### **NETWORK SECURITY AND INTEGRITY**

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

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

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

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

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

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

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

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

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

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

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

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

#### **MISCELLANEOUS**

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

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

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

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

### Basic Definitions In this document:

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

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

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

### Pre-Paid Services

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

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

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

### Our Right To Suspend Or Terminate Services

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



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

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

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

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

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

#### **Restrictions On Using Services**

You can't use our Services:

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

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

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

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

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

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

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

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

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

#### **Roaming**

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

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

#### **Activation & Miscellaneous Charges**

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

#### **Account & Service Charges**

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

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

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

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

#### **Taxes & Government Fees**

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

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

#### Surcharges

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

#### Customer Service

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

#### Protecting Our Network & Services

We can take any action to:

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

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

#### **Your Privacy**

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

#### **Call Monitoring:**

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

#### **Contact:**

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

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

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

#### **Information on Devices:**

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

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

#### **Location Based Services**

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

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

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

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

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

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

**Disclaimer of Warranties**

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

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

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

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

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

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

## DISPUTE RESOLUTION

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

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

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

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

- (1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's and notice to us will be sent to: Tag Mobile, LLC, Attn: General Counsel; 1330 Capital Parkway, Carrollton, TX 75006. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.
- (3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- (4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of the last billing address of the Device. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.
- (5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.
- (6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then



our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above:

- a. \$25 if you are seeking less than \$1,000 from us; or
- b. the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

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

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

#### **No Class Actions**

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

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

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

#### **Indemnification**

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

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

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

#### **Other Important Terms**

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