

[Service date: March ____ 2011]

**BEFORE THE
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

In the Matter of the Petition of

YOURTEL AMERICA, INC.

For Limited Designation as an Eligible
Telecommunications Carrier and for
Waiver of Certain Requirements in
WAC 480-123-030

Docket No. _____

**PETITION FOR LIMITED DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER AND FOR WAIVER OF CERTAIN
REQUIREMENTS IN WAC 480-123-030**

YourTel America, Inc. (“YourTel” or the “Company”), by its undersigned counsel, and pursuant to Section 214(e)(2) of the Communications of 1934, as amended (“Act”), 47 U.S.C. § 214(e)(2), and Section 480-123-123 of the Washington Administrative Code, WAC 480-123-030, hereby petitions the Washington Utilities and Transportation Commission (“Commission”) for designation as an eligible telecommunications carrier (“ETC”) in Washington and for waiver of the requirements set forth in WAC 480-123-030 (d), (f), and (g). YourTel seeks ETC designation in Washington only for the limited purpose of receiving federal universal service support for wireless services pursuant to the federal Universal Service Fund’s (“USF”) Lifeline and Link-Up program. At this time YourTel does not seek designation as an ETC to offer services supported by the high-cost program.

As more fully described below, YourTel satisfies the requirements for designation as an ETC in Washington. Moreover, an expeditious grant of YourTel's request would advance the public interest by enabling the Company to commence much needed Lifeline and Link Up services to low-income Washington residents as soon as possible. Accordingly, the Company respectfully requests that the Commission approve this petition as soon as practicable.

I. BACKGROUND

A. Company Overview

YourTel is a Missouri corporation with its principal offices located at 2800 East 18th Street, Kansas City, Missouri 64127. The Company's Articles of Incorporation are attached as **Exhibit "B"**. Its Certificate of Authority to Conduct Business in Washington is attached as **Exhibit "C"**.

Correspondence or communications pertaining to this Application should be directed to YourTel's attorney of record:

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Questions concerning the ongoing operations of YourTel following certification should be directed to:

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B. Previous ETC Designations

Over the past fifteen (15) years YourTel has actively reached out to consumers in underserved markets and has been an ETC since 2003. YourTel is designated as a wireless ETC in Kansas, Missouri and Illinois. As it will in Washington, ETC designation in those states has

enhanced YourTel's ability to provide service to low income consumers within its service areas, and bring unique benefits to consumers there.

C. Description of YourTel's Offering

1. **YourTel's Lifeline Plans.** Lifeline is a component of one of four separate federal universal service fund mechanisms¹ known as the "low-income support mechanism"² and is defined in 47 C.F.R. § 54.401 as "a retail local service offering" "available only to qualified low-income consumers" "for which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount" "that includes the services or functionalities enumerated in § 54.401(a)(1) through (a)(9)", which the Company will use to "[m]ake available Lifeline service...to qualifying low-income consumers".³

YourTel offers three Lifeline plans. All include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail. The three plans are as follows:

Lifeline Free Plan 68

68 free voice minutes. Text messaging assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes rollover from month to month and are available for a maximum of sixty (60) days.

Lifeline Free Plan 125

125 free voice minutes. Text messaging assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

¹ 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

² 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

³ 47 C.F.R. §§ 54.401(a), 54.401(a)(1), 54.401(a)(2), 54.401(a)(3), 54.405(a).

Lifeline Free Plan 250

250 free voice minutes. Text messaging assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

Under the Company's wireless Lifeline plans, YourTel will provide qualified Lifeline customers who reside in the State of Washington with the allotted minutes of free anytime local and long distance minutes each month and will use all low-income universal service support to allow the Company to provide the service with no monthly recurring charge, thus ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement from the Universal Service Fund necessary to provide the free minutes of airtime above. As noted above, in the Lifeline Free Plan 68 and Lifeline Free Plan 125 unused minutes will rollover from month to month. In the event that all airtime has been used, Lifeline Customers will have the ability to purchase additional time by credit/debit card, online via the www.yourtelwireless.com website, or by buying additional minutes at any YourTel authorized agent location. Additional minutes come in increments of \$5, \$10, \$15, \$20, \$25, \$30, and \$50 and are subject to sales tax.

Attached hereto as **Exhibit "D"** is information regarding the handsets issued by YourTel to its customers.

2. YourTel's Link-Up Plan. Like Lifeline, Link-Up is also a component of one of four separate federal universal service fund mechanisms⁴ known as the "low-income

⁴ 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

support mechanism”,⁵ and is defined in 47 C.F.R. § 54.411 as an “assistance program for qualifying low-income consumers, *which an eligible telecommunications carrier shall offer as part of its obligations set forth in §§ 54.101(a)(9) and 54.101(b)*”^{6 7} (emphasis added).

Assistance is in the form of a “reduction in the carrier’s customary charge for commencing telecommunications service for a single telecommunications connection” and “shall be half of the customary charge or \$30.00, whichever is less”.⁸ Consistent with FCC requirements, YourTel will use Link-Up support to reduce the company’s “customary charge for commencing service” by “half of the customary charge...”⁹, which will result in a reduction of the Company’s standard \$60.00 wireless activation charge.

Qualifying subscribers will have the reduced activation charge deferred for a twelve-month period with no interest, thus allowing subscribers to obtain service by paying little or no fee up-front.

D. Areas for Which ETC Designation Is Sought

As a non-rural carrier, YourTel is required to describe the areas within which it requests ETC designation. The Company requests ETC designation for the wire centers listed in

Exhibit E.

⁵ 47 C.F.R. § 54.8(a)(1); *See* “Definitions” at first sentence.

⁶ 47 C.F.R. § 54.411(a). The plain reading of this definition is that an ETC is obligated to provide this discount to qualifying low-income consumers. In addition, 47 C.F.R. § 54.413(a) stipulates that carriers that provide Link-Up discounts, “may receive universal service support reimbursement for the revenue they forgo in reducing their customary charge for commencing telecommunications service...”

⁷ 47 C.F.R. § 54.101(a)(9) is the specific obligation to offer Toll Limitation for qualifying low-income consumers while 47 C.F.R. § 54.101(b) is the requirement that an “eligible telecommunications carrier must offer each of the” services designated for support “in order to receive federal universal service support”. As a part of its application, YourTel has demonstrated that it has the capability to and will offer all of the supported services specified in 47 C.F.R. § 54(a)(1) – (9).

⁸ 47 C.F.R. § 54.411(a)(1).

⁹ *Id.*

II. YOURTEL REQUESTS ETC DESIGNATION IN ITS WASHINGTON SERVICE AREA FOR PARTICIPATION IN THE FEDERAL LIFELINE AND LINK UP PROGRAM

A. The Commission Has the Authority to Designate YourTel as an ETC

The Commission has the authority to grant the limited ETC designation requested in this petition. Section 214(e)(2) of the Communications Act provides state public utility commissions with the “primary responsibility” for the designation of ETCs.¹⁰ Pursuant to this authority, the Commission has granted limited ETC authority in the past to Virgin Mobile USA, L.P. (Docket No. UT-100203) and TracFone Wireless, Inc. (Docket No. UT-093012).

As specified in 47 U.S.C. §214(e)(2), state commissions may designate additional carriers as ETCs if such designation is “consistent with the public interest, convenience, and necessity” and the carrier seeking designation as an ETC meets the two requirements of 47 U.S.C. §214(e)(1):

- (A) offer the services that are supported by federal universal service support mechanisms under section 254(c), either using its own facilities or a combination of its own facilities and resale of another carrier’s services (including the services offered by another eligible telecommunications carrier); and
- (B) advertise the availability of such services and the charges therefore using media of general distribution.¹¹

As demonstrated in this petition, YourTel is capable of delivering all of the services supported by the federal Universal Service Fund, and it will advertise the availability of such services via media of general distribution. YourTel’s Lifeline and Link-Up plans will positively benefit low-income consumers in its service territory in Washington. YourTel also agrees to comply with the additional conditions the Commission has imposed in the past on TracFone and Virgin Mobile to ensure that the proposed supported services are provided in a manner consistent

¹⁰ 47 U.S.C. § 214(e)(2).

¹¹ 47 U.S.C. §214(e)(2). See also 47 C.F.R. §54.201(d).

with the public interest. Accordingly, YourTel is entitled to designation as an ETC by the Commission.

B. YourTel Will Provide Wireless Service Through Resale and Use of Its Own Facilities

Consistent with the requirements of 47 U.S.C. §214 (e)(6) and Sections 54.101 through 54.207 of the FCC Rules, YourTel, in its provision of wireless services, will rely on a combination of resold services which the Company will obtain from underlying wireless providers that currently operate their own networks and Company-owned facilities, thus allowing YourTel to meet the FCC's test that requires an ETC to provide services, at least in part, through a "combination of its own facilities and resale of another carrier's services".¹² YourTel owns and operates a Class 4/5 switch and proprietary call management intelligence located in Kansas City, Missouri, as well as numerous interconnections for both wireline and wireless services. YourTel's facilities description is attached hereto as **Exhibit "F"**. Due to the highly competitive nature of the telecommunications marketplace, YourTel deems these materials to be proprietary. Accordingly, **Exhibit "F"** has been marked as confidential and is being submitted under seal to be maintained by the Commission and the Staff on a confidential basis.

YourTel also obtains services through Sprint Nextel Corporation and, where necessary, other Tier 1 commercial mobile radio service ("CMRS") providers that YourTel uses in combination with the services provided through Company-owned facilities. Through these arrangements, YourTel is able to offer all of the services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules, throughout its Service Area¹³, thereby allowing the Company to provide service to its customers throughout the requested service area.

¹² See 47 U.S.C. § 214(e)(1)(A).

¹³ See 47 C.F.R. § 54.101(a).

Currently there is no state or federal definition or requirement as to the number, percentage, or amount of the supported services that an ETC must offer via its “own facilities.” The ETC must only provide some portion of the supported services through use of the ETC’s own facilities, which YourTel does. Therefore, YourTel is able to meet the federal requirement that an ETC must offer the supported services at least in part through the use of its own facilities. As the FCC stated in its Universal Service Order, 12 FCC Rcd 8853, FCC 97-157 (“USF Order”), at para. 169:

We adopt the Joint Board’s analysis and conclusion that a carrier need not offer universal service wholly over its own facilities in order to be designated as eligible because the statute allows an eligible carrier to offer the supported services through a combination of its own facilities and resale. Although the Joint Board did not reach this issue, we find that the statute does not dictate that a carrier use a specific level of its “own facilities” in providing the services designated for universal service support given that the statute provides only that a carrier may use a “combination of its own facilities and resale” and does not qualify the term “own facilities” with respect to the amount of facilities a carrier must use. For the same reasons, we find that the statute does not require a carrier to use its own facilities to provide each of the designated services but, instead, permits a carrier to use its own facilities to provide at least one of the supported services.

In affirming its own decisions, the FCC chose to continue to define the term “own facilities” as “*any physical components* of the telecommunications network that are used in the transmission of the services that are designated for support.”¹⁴ (Emphasis added). The Communications Act’s definition of “network element” matches that of the FCC and defines a “network element” as “a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other

¹⁴ See 47 C.F.R. § 54.101; 47 C.F.R. § 54.201(e).

provision of a telecommunications service.”¹⁵ All facilities-based carriers have and use network elements.¹⁶

C. YourTel Satisfies the Requirements for Designation as an ETC

As noted previously, section 214(e)(1) of the Act and section 54.201(d) of the FCC’s rules provide that applicants for ETC designation must be common carriers that will offer all of the services supported by the USF, either using their own facilities or a combination of their own facilities and the resale of another carrier’s service. Applicants must also commit to advertise the availability and rates of such services. As detailed below, YourTel satisfies each of the above-listed requirements.

1. YourTel Is a Common Carrier

Section 153(10) of the Act defines a common carrier as “any person engaged as a common carrier for hire, in interstate or foreign communications by wire or radio . . .”¹⁷ The FCC has determined on numerous occasions that providers of mobile wireless services shall be treated as common carriers for regulatory purposes. As a provider of wireless telecommunications services, therefore, YourTel is a common carrier eligible for designation as an ETC.

2. YourTel Will Provide the Supported Services

YourTel’s request for ETC designation complies with section 214(e)(1) of the Act because it will provide all of the services and functionalities supported by the universal service program as set forth in section 54.101 of the FCC’s regulations throughout its service territory in the State of Washington. The Company will make these services and functionalities available to any qualifying Washington customer in the Company’s service area.

¹⁵ See 47 U.S.C. § 153(29).

¹⁶ Only ILEC network elements can be designated as “unbundled” under 47 U.S.C. § 251(c)(3) using the criteria in 47 U.S.C. § 251(d)(2), but all facility-based carriers, including nondominant wireline and wireless carriers also have “network elements.”

¹⁷ 47 C.F.R. § 153(10).

a. Voice Grade Access to the Public Switched Telephone Network

YourTel will provide voice grade access to the public switched telephone network (“PSTN”) and offer its customers services at bandwidth rates between 300 and 3,000 MHz as required by the FCC’s regulations.¹⁸

b. Local Usage

As part of the voice grade access to the PSTN, an ETC must provide local calling services to its customers. The FCC’s regulations do not require ETCs to offer a specific amount of local usage or mandate that ETCs provide a minimum number of free local calls or minutes. Instead, an applicant for ETC designation must demonstrate that it offers a local usage plan that is “comparable” to the plan offered by the ILEC in the relevant service territory.¹⁹ In analyzing whether an ETC applicant’s plan is comparable to the underlying ILEC’s, the FCC reviews all aspects of the plan on a case-by-case basis, including the nature of the supported service, the size of the local calling area, the inclusion of additional services (e.g., caller ID, etc.) and the amount of local usage.²⁰ The FCC has determined that a carrier satisfies the local usage requirements when it offers customers rate plans containing varying amounts of local usage.²¹

YourTel’s proposed Lifeline offering fully complies with the local usage requirements established by the FCC. Not only will YourTel’s offering be comparable to the underlying ILEC plans, but it also will exceed them in several respects. Contrary to the ILECs’ plans, YourTel will offer customers a certain amount of service free of charge. As discussed above, YourTel will provide its Lifeline customers with 68, 125, or 250 minutes of free anytime local and long distance calling each month with no monthly recurring charge. Contrary to the ILEC plans, which contain relatively small local calling areas, YourTel customers can use these free minutes

¹⁸ 47 U.S.C. § 54,101(1).

¹⁹ 47 C.F.R. § 54.202(a)(4).

²⁰ See *Federal-State Joint Board on Universal Service*, Report and Order, 20 FCC Rcd 6371, 6385 (2005).

²¹ See e.g., *Farmers Cellular, Inc.*, 18 FCC Rcd 3848, 3852 (2003); *Pine Belt Cellular, Inc. and Pine Belt PCS, Inc.*, 17 FCC Rcd 9589, 9593 (2002); *Western Wireless Corp., Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming*, 16 FCC Rcd 48, 52 (2000).

to place calls statewide or even nationwide because YourTel does not constrict customers' use by imposing a local calling area requirement. Also, YourTel customers will have access to a variety of other features at no cost, including Caller ID, Call Waiting, Call Forwarding, 3-way Calling, and Voicemail. Importantly, YourTel's Lifeline service will provide low-income Washington residents with the convenience and security offered by wireless services without interruption—even if their financial position deteriorates.

c. DTMF Signaling or is Functional Equivalent

YourTel will provide dual tone multi-frequency ("DTMF") signaling to expedite the transmission of call set up and call detail information throughout its network. All wireless handsets offered by the Company are DTMF-capable.

d. Single-Party Service or its Functional Equivalent

"Single-party service" means that only one party will be served by a subscriber loop or access line during a telephone transmission. YourTel will provide the functional equivalent of single-party service to its wireless customers for the duration of each telephone call, and will not provide multi-party or party-line services.

e. Access to Emergency Services

YourTel will provide nationwide access to 911 emergency services for all of its customers. YourTel also complies with the FCC's regulations governing the deployment and availability of E911 compatible handsets. YourTel has submitted a request to the Washington State E911 Administrator for a letter certifying that YourTel complies with E911 requirements.

f. Access to Operator Services

YourTel will provide all of its customers with access to operator services.

g. Access to Interexchange Services

YourTel's service provides its customers with the ability to make interexchange (long distance) telephone calls. Domestic long distance capabilities are included in YourTel's service

with no additional charges because minutes for local or long distance services are not billed separately at different rates.

h. Access to Directory Assistance

All YourTel customers will be able to dial “411” to reach directory assistance services from their wireless handsets.

i. Toll Limitation

Toll limitation allows customers to either block the completion of outgoing long distance calls or specify a certain amount of toll usage to prevent them from incurring significant long distance charges and risking disconnection. As described above, YourTel will provide its wireless service on a prepaid, or pay-as-you-go, basis. Customers can elect to add money to their account to purchase additional service beyond the free 68, 125, or 250 minutes, depending on the plan chosen, but are under no obligation to do so and cannot incur any charges unless money is voluntarily added to their account. Moreover, YourTel’s service is not offered on a distance-sensitive basis and minutes of use are not charged separately for local or domestic long distance services. Customers must specifically authorize access for international services, for which additional charges may apply. The nature of YourTel’s service mitigates concerns that low-income customers will incur significant charges for long distance calls, risking disconnection of their service.

3. Waivers Requested

a. Investment Plan

YourTel requests the Commission exempt it from the ETC petition requirements set forth in WAC 480-123-030(d), which states that an ETC petitioner must provide a substantive plan of the investments to be made with the initial federal support and a description of how those expenditures will benefit customers. This requirement applies to carriers that seek high-cost support to fund investments to their network. YourTel solely seeks designation as an ETC so it can provide Lifeline and Link-Up services. The Company will pass the Lifeline and Link-Up

credits to Lifeline and Link-Up customers. YourTel has no basis for filing an investment plan, and should be exempt from this requirement.

b. Service Area Map in .shp Format

YourTel also seeks exemption from the requirements set forth in WAC 480-123-030(f), which requires wireless petitioners 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 plan to provide commercial mobile radio service signals. As discussed above, while YourTel has some facilities (switching center and interconnections), it will primarily be reselling the wireless services of Sprint Nextel and, where necessary for coverage, the services of other Tier 1 wireless carriers. YourTel does not own or control cell sites nor does it have any plans to develop cell sites. As a reseller, YourTel's coverage area encompasses the aggregate coverage areas of its underlying carriers in Washington. YourTel does not have access to the underlying carriers' lists of geographic service areas or maps of service areas showing the location of cell sites. In addition, the underlying carriers' maps are subject to non-disclosure agreements. YourTel has not have the permission of its underlying carriers to provide coverage maps to the Commission. Given that YourTel does not have access to the maps, the Company requests an exemption from the requirement to provide coverage maps.

c. Demonstration of Back-up Battery Power or Generators

As described in the petition, YourTel does not own or operate any cell site or microwave hubs. It will provide service in Washington by reselling services of underlying wireless network carriers, primarily the services of Sprint Nextel. Those network operators have implemented state-of-the-art network reliability standards and YourTel and its customers will benefit from their high standards. As discussed below in section 4, the facilities owned by YourTel are collocated in a Tier 1 carrier's switching center, which is capable of remaining fully functional with both generator and battery back-up. Therefore, the requirement in WAC 480-123-030(g)

that YourTel demonstrate that it has back-up battery power or generators for anything other than

its own facilities is not applicable. Accordingly, YourTel requests exemption from the requirements of subsection (g).

4. Ability to Function in Emergency Situations

Under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional in emergency situations.²² Since YourTel is providing service to its customers through the use of facilities obtained from other carriers, this arrangement allows YourTel to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, rerouting of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations. Facilities owned by YourTel are collocated in a Tier 1 carrier's switching center, which is capable of remaining fully functional with both generator and battery back-up.

5. Advertising of Supported Services

During the past seven years YourTel has invested over 6.4 million dollars in advertising the availability of the supported services in the markets it serves by using media of general distribution. YourTel is committed to continue this investment, both in the markets it currently serves, and in Washington, through locally oriented product and service distribution, including such face-to-face methods as door-to-door contact with consumers, the use of neighborhood agents, and YourTel branded or authorized retail outlets.

YourTel will announce and advertise telecommunications services as an ETC where it provides service and will publicize the availability of Lifeline and Link-Up services in a manner reasonably designed to reach those likely to qualify for those services. YourTel has used many mediums for outreach, including mass media, outreach events, and community and charitable involvement. Accordingly, more low-income Washington residents will be made aware of the

²² 47 C.F.R. § 54.202(a)(2); USF Order at Para 25.

opportunities afforded to them under the Lifeline and Link-Up programs and will be able to take advantage of those opportunities by subscribing to YourTel's service. A sample of YourTel's planned advertising is attached hereto as **Exhibit "G."**

6. Additional Washington State Conditions on Designation of Wireless ETCs (Low Income Only)

YourTel is aware that when the Commission has granted limited ETC authority in the past to Virgin Mobile USA, L.P. (Docket No. UT-100203) and TracFone Wireless, Inc. (Docket No. UT-093012) it has imposed the same set of Washington State Conditions to address concerns on various aspects of the public interest. YourTel expects the same set of conditions would also be imposed on YourTel's ETC designation because the rationale underlying each of those conditions would be applicable to YourTel's designation. Those conditions are:

1. YourTel's designation as an Eligible Telecommunications Carrier (ETC) shall be for an interim period of one year from the effective date of the Commission's Order approving such designation, subject to Commission review. Before the end of one year after the effective date of the Order, YourTel may seek to renew its designation pursuant to WAC 480-123-030 through -040. YourTel's designation for the interim period shall continue until the Commission's decision to the designation.
2. Within 30 days of approval of its ETC designation in Washington and prior to offering Lifeline services, YourTel must make a compliance filing for approval by the Commission containing the following:
 - a. YourTel's Lifeline rate plans, terms and conditions. The rates, terms and conditions shall include all provisions that apply to the Lifeline services offered by YourTel in Washington state and detailed procedures explaining how customers can participate in a particular Lifeline plan.
 - b. YourTel's proposed language to be used in all advertising of Lifeline services and on its websites. The language shall include information directing customers to the

Washington State Office of the Attorney General for complaints regarding any Lifeline service issues.

- c. YourTel's Lifeline Customer Application Form. Commission Staff shall review YourTel's compliance filing and recommend to the Commission whether it should be approved or rejected within ten business days. YourTel shall not offer Lifeline services until the Commission has approved its compliance filing.
3. YourTel shall file with the Commission any future changes to its rates, terms, or conditions at least one day prior to the effective date of the change.
4. The information on YourTel's rates, terms and conditions shall be provided in a package provided to Lifeline customers after enrollment in YourTel's Lifeline program, as well as at YourTel's official Lifeline websites.
5. YourTel shall also provide Lifeline customers with the choice of all other rate plans available to its regular customers.
6. During this interim period (i.e., the time until the Commission issues an order recertifying YourTel's ETC designation for Lifeline services), YourTel must offer a minimum of 250 minutes. The Company may invoke Condition No. 3 only for the purpose of increasing the number of minutes in the Lifeline plan.
7. YourTel shall deactivate a wireless account if the customer has no usage for 60 consecutive days. No fewer than eight business days before deactivation, YourTel shall send the customer a written notice by mail about the potential deactivation and ways to avoid unwanted deactivation. The customer shall have a 30 day grace period from the deactivation date to reactivate the wireless account by making a call. When a customer reactivates the account, the customer will be able to use the allotment of free minutes deposited into the customer's account by YourTel.
8. On a quarterly basis beginning with the quarter ending on December 31, 2010, YourTel shall provide the number of Lifeline customers that it enrolls each month. YourTel shall

also report the number of deactivated Lifeline customers each month by service plan and the reasons for deactivation (e.g., no usage for 60 consecutive days, annual verification unsuccessful, or voluntary exit). Quarterly reports shall be filed with the Commission no later than 30 days after the end of each quarter.

9. YourTel shall respond within 30 days to Commission Staff's information requests on YourTel's Lifeline operations, including but not limited to Lifeline customers' usage patterns and Lifeline customer records.
10. YourTel shall cooperate with the Commission and the Department of Social and Health Services (DSHS) to work out a procedure to verify YourTel Lifeline customers' eligibility.
11. YourTel must not deduct airtime minutes for calls to customer care made from the customer's handset by dialing 611. YourTel shall explicitly state the policy of free 611 calls in its wireless Lifeline service terms and conditions. YourTel may require the customer to call the toll-free customer care number from another phone if necessary to resolve technical issues related to the handset or its programming.
12. By March 31 of each year, YourTel shall file with the Commission its complete Lifeline customer records of the prior calendar year. The customer records are subject to review of the Commission and DSHS. The records must have all the necessary information and be in an electronic format required by DSHS. After the Commission and DSHS notify YourTel of the results of the review, YourTel must take appropriate measures to either correct the customer records or stop providing services to ineligible customers and report the resolutions to the agencies within 60 days of the notice.
13. YourTel shall provide the Commission a copy of its annual Lifeline Verification survey results that it files with the Universal Service Administration Company (USAC) by August 31 of each year.

14. YourTel shall file with the Commission, by March 31 of each year, a report on the number of complaints, categorized by the different nature of complaints, that it received from Washington Lifeline customers during the prior calendar year (e.g., billing disputes and service quality complaints). This report shall include complaints filed with YourTel, the Commission's Consumer Protection and Communications Section, the Washington State Office of the Attorney General, and the Federal Communications Commission (FCC). The Commission reserves the rights to revoke YourTel's ETC designation if YourTel fails to provide reasonable quality of service.
15. YourTel shall cooperate with the Washington State Enhanced 911 Program (E911) and all Public Safety Answering Points on E911 issues and shall, upon request, designate a representative to serve as a member or alternate member of the Washington State E911 Advisory Committee or its Communications Sub-committee.
16. YourTel shall participate in the Washington State E911 Program's "What's Your Location" public information campaign if the E911 Program requests the participation of wireless carriers.
17. YourTel shall collaborate with the Washington State E911 Program to test the compatibility of its handsets with the new Emergency Service Information Network in Washington, including supplying handsets representative of YourTel's proprietary software and technical assistance should call delivery discrepancies be discovered.
18. YourTel shall comply with rules on cessation of business as specified in WAC 480-120-083.
 - a. Prior to cessation of business, YourTel shall make arrangements with its underlying carriers to provide minutes already sold to customers under the same terms and conditions it has with the customers, or provide refunds to the existing customers.

- b. YourTel shall provide written notice to the following persons at least 30 days in advance of cessation of service:
 - i. The Commission;
 - ii. The state 911 program;
 - iii. Each of its customers;
 - iv. The national number administrator.
 - c. The notice to the Commission and the state 911 program must include the same information required by WAC 480-120-083 (3).
 - d. The notice to the customers must include the same information required by WAC 480-120-083 (4).
 - e. The notice to the national number administrator must include the same information required by WAC 480-120-083 (7).
 - f. YourTel shall file with the Commission at least 30 days in advance of its cessation of business and request the relinquishment of its ETC designation in Washington.
19. YourTel shall collect and maintain necessary records and documentation to ensure its compliance with the applicable FCC and Commission requirements, including existing requirements and any future modifications. The records and documentation shall be provided to Commission staff upon request.
20. YourTel shall cooperate with Commission staff on phone number conservation issues and shall comply with 47 C.F.R. §52.
21. YourTel shall comply with all applicable federal and Washington state statutes and regulations.
- YourTel agrees to comply with these conditions.

III. DESIGNATING YOURTEL AS AN ETC IS IN THE PUBLIC INTEREST

One of the principal goals of the Communications 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.²³ As demonstrated in this Petition, the designation of YourTel as an ETC for the limited purpose of receiving federal universal service support for wireless services is in the public interest of the State of Washington because it will enable YourTel to provide Washington low-income consumers with lower prices and higher quality services through YourTel’s unique service offerings.

In evaluating whether a particular ETC designation would be in the public interest pursuant to section 214(e)(6) of the Act, a state commission is required to “consider the benefits of increased consumer choice, and the unique advantages...of the applicant’s service offering”.²⁴

Increased Consumer Choice. The FCC has determined that “designation of competitive ETCs promotes competition and benefits consumers in rural and high-cost areas by increasing customer choice, innovative services, and new technologies.”²⁵ Designation of YourTel as a wireless ETC will provide those benefits to low-income residents in its service area in Washington. Those benefits will also include larger local calling areas, the convenience and security afforded by mobile telephone service, the opportunity for customers to control their costs by receiving 68, 125, or 250 minutes of free service, depending on the plan chosen, and supplementing that quantity by purchasing in advance only the additional volumes of service which they need, and availability of E911 service in accordance with the FCC’s E911

²³ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56.

²⁴ 47 C.F.R. § 54.202(c).

²⁵ See Western Wireless Corporation Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming, Memorandum Opinion and Order, 16 FCC Rcd 48, 55 (2000).

requirements. Also, YourTel's inclusion of long distance calling with its calling plan will enable consumers to avoid the risk of sustaining large and unanticipated charges for toll calling.

Additionally, as the FCC recognized in the *Highland Cellular* case, some households, particularly in rural areas, may not have access to the public switched network through the incumbent local exchange carrier and the availability of a wireless competitor benefits these consumers.²⁶

Designation of the Company as an ETC will also provide other carriers serving the same area an incentive to improve their service offerings to low-income consumers, greatly benefiting those consumers. YourTel has a long history of challenging the marketplace. In 2003, when YourTel began its first major expansion into a new state, competitors were offering Lifeline services at \$17 per month. Through ingenuity and hard work, YourTel challenged the status quo, became the first competitive ETC in the market, and was able to offer better service for just over \$1. Within months, the competition lowered its rates to match YourTel's.

The Unique Advantages of YourTel's Service Offerings. YourTel will offer a unique, customer friendly, flexible and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution. The Company's service includes a state-of-the-art handset and features such as caller ID, call waiting, call forwarding, three-way calling, voice mail, and long distance calling without toll charges. Because YourTel's service requires no term contract, no minimum service period, or volume commitment, no credit check, and no early termination fee, it is uniquely suited to the needs of low-income consumers.

YourTel has a history of challenging the status quo and will constantly challenge the marketplace with new and innovative offerings designed to meet the needs of our customers.

²⁶ Highland Cellular, Inc. Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Virginia, Memorandum Opinion and Order, 19 FCC Rcd. 6422 (2004).

Designation of YourTel as an ETC Will Benefit Low Income Consumers in the State of Washington. The Lifeline and Link-Up service offered by YourTel will provide important benefits that are especially needed by low-income Washington residents during the current economic downturn. As the Commission is aware, the economy has been at a low ebb for a considerable period of time. Savings accounts, upon which many depend for emergencies and retirement, have significantly eroded. Since the recession began, 5.1 million jobs have been lost nationally, with nearly two-thirds (3.1 million) of the decrease occurring in the last 5 months of 2010.²⁷ By the end of 2010, the number of unemployed persons stood at 14.5 million.²⁸ Even though the U. S. economy saw a gain of 103,000 jobs in December, the unemployment rate has only decreased slightly. As of December, 2010 Washington's unemployment rate is reported to be 9.1 percent,²⁹ obviously providing an economic impact on many residents of the state. The availability of a mobile telephone will be critical to the efforts of the unemployed as they search for other employment opportunities. Without a regular paycheck, wireless telephone service would become a luxury beyond the means of many of those persons.

YourTel knows from its experience dealing with underserved markets elsewhere that there are significant areas within its proposed Washington ETC service area in which low income subscribers are underserved by wireless and wireline telephone providers. This is underscored by the fact that while the latest Universal Service Monitoring report shows a Washington Lifeline subscribership of 134,975 out of 610,551 that are eligible, which means a low take rate of 22 percent. The most recently published Census figures for Washington show 505,272 households with an annual income of less than \$25,000.

YourTel considers that a critical part of its mission is to identify and reach out to these unserved consumers, regardless of whether they live in a large city or a small town, just like it

²⁷ *Source* United States Department of Labor Bureau of Labor Statistics.

²⁸ *Id.*

²⁹ *Id.*

has done in Kansas, Missouri, and Illinois, in order to bring the benefit of communications to them. The wireless service offered by YourTel will provide those unserved consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

YourTel's Lifeline and Link-Up programs will enable thousands of residents to obtain wireless service which they could not otherwise afford. This provision of Lifeline and Link-Up discounts is particularly valuable to low-income customers because, to YourTel's knowledge, there are a limited number of wireless providers offering USF supported service and even fewer offering the same with absolutely no monthly recurring charge to the end-user. Furthermore, in keeping with YourTel's long history, it will continue to adjust its offering to benefit Washington consumers by presenting new and unique plans as YourTel expands and invests in Washington.

It is commonly accepted that in today's market all consumers, including qualified Lifeline and Link-Up customers, view the portability and convenience of wireless service as a necessity, not just a luxury. Mobile service allows children to reach their parents, wherever they may be, allows a person seeking employment to contact and be contacted by potential employers, and provides end users with the ability to contact emergency service providers, regardless of location.

YourTel expects these advantages will cause many qualified consumers, at their option, to select the Company's low income wireless Lifeline and Link-Up service in lieu of the more traditional wireline or wireless services.

In sum, designation of YourTel as a wireless ETC will serve the public interest by increasing the participation of qualified consumers in the Lifeline and Link-Up programs, thereby bringing valuable service to low-income consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of traditional service providers, are off network and, without any viable alternative, are likely to remain so.

Other Consumer Benefits. Under the FCC Rules an ETC applicant must also demonstrate that it will satisfy applicable consumer protection and service quality standards.³⁰ YourTel will satisfy all such standards. YourTel is committed to complying with the CTIA-The Wireless Association's ("CTIA's") Consumer Code. In addition, YourTel commits to reporting information on consumer complaints consistent with Additional Condition 14 discussed above and with the FCC's USF Order.³¹ YourTel in general commits to satisfying all such applicable state and federal requirements related to consumer protection and service quality standards.

Further, as it has done in the past in other markets, YourTel will invest in Washington and create jobs with distribution facilities, sales representatives and retail points of distribution and service. YourTel will do this because it seeks a long-term relationship with its Washington customers and will invest in the infrastructure necessary to properly serve them.

The Limited Designation of YourTel as a Wireless ETC Will Impose a Negligible Burden on the USF. YourTel reiterates that it is applying for ETC designation solely for the purpose of providing Lifeline and Link-Up discounts to qualified low-income consumers and to seek reimbursement for the same. YourTel will not seek or accept high cost support.

Since Lifeline support is designed to reduce the monthly cost of telecommunication services for eligible consumers, is distributed on a per-customer basis, and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low-income users, which is clearly in the public interest. As a result, designation of the Company as an ETC will not impose any adverse effect on the growth of the high cost portions of the USF, nor will it create or contribute to an erosion of high cost funding from any rural or non-rural telephone company.

³⁰ 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at Para 28.

³¹ USF Order at Para 4.

The FCC reaffirmed this position when it stated in the *TracFone Forbearance Order* that “the potential growth of the fund associated with high-cost support distributed to competitive ETCs” is not relevant to carriers seeking support associated with the low-income program.³² In the same order, the FCC also recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that “any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline and Link-Up programs, furthering the statutory goal of providing access to low-income consumers.”³³

It is also important to recognize that in the case of Lifeline and Link-Up support, an ETC receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC obtains a Lifeline customer from another ETC, only the “capturing” ETC provides Lifeline discounts and as a result, only the “capturing” ETC receives support reimbursement. This is in stark contrast to what happens with the high cost fund. When a new ETC enters the market and captures customers from the incumbent LEC, both the incumbent LEC and the new ETC receive high cost support – based on the incumbent LEC’s costs – thereby increasing the size of the USF.

In addition, all providers are required to contribute a portion of the interstate revenues received from their customers to the Universal Service Fund. In accordance with current federal regulations, YourTel will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving YourTel as an ETC will actually create contributions to the USF that were previously non-existent, as its customers traditionally do not have telephone service at the time they sign up for service with YourTel.

YourTel Has Internal Controls in Place to Prevent Subscribers from Receiving More Than One Lifeline Discount. Consistent with federal requirements, YourTel requires

³² Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) (*TracFone Forbearance Order*) at ¶ 17.

³³ *TracFone Forbearance Order*, at ¶ 17.

customers to self-certify at the time of service activation and annually thereafter that they: 1) are the head of household; 2) participate in one of the state-approved means tested programs; 3) will be receiving Lifeline-supported services only from YourTel; 4) do not currently receive Lifeline support; and 5) will notify YourTel in the event that they no longer participate in the qualifying program. Verification of continued eligibility is accomplished by YourTel's annual certification/verification process, in strict compliance with state and federal guidelines.

Attached hereto as **Exhibit "H"** are YourTel's standard customer terms and conditions in connection with its wireless service offering.

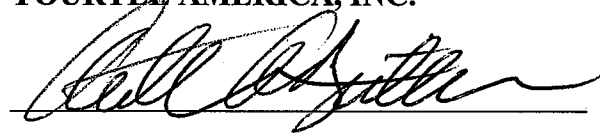
IV. CONCLUSION

Having demonstrated that YourTel satisfies the conditions necessary for designation as an ETC in Washington, and having shown that the public and universal service interests of the telecommunications consumers of the State of Washington will be properly served, YourTel respectfully requests that the Commission designate YourTel America, Inc. as an ETC for the provision of low income support on a wireless basis throughout YourTel's Service Area.

Respectfully submitted,

YOURTEL AMERICA, INC.

By:



EXHIBITS

- Exhibit A - Certification
- Exhibit B - Articles of Incorporation
- Exhibit C - Certificate of Authority to Conduct Business in Washington
- Exhibit D - Information Regarding Handsets
- Exhibit E - Wire Centers
- Exhibit F - Wireless Facilities Information (filed under seal)
- Exhibit G - Sample Advertising
- Exhibit H - Customer Terms and Conditions

EXHIBIT "A"

Certification

DALE R. SCHMICK, under penalty of perjury under the laws of the state of Washington, state and declare:

1. I am the Vice President of YourTel America, Inc. ("YourTel"), a telephone service provider;
2. I executed the foregoing pleading for and on behalf of YourTel; and
3. I am authorized to execute and file said pleading; and that 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 this 21st day of February, 2011, at Kansas City, Missouri.



Dale R. Schmick

EXHIBIT "B"

Articles of Incorporation

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT

WHEREAS,

Yourtel America, Inc.
00417098

Formerly,

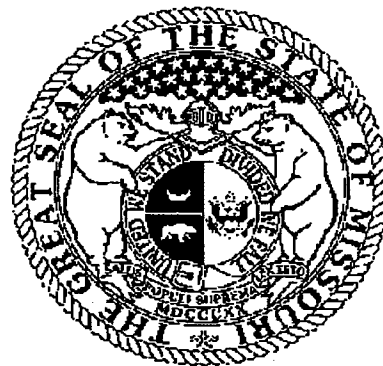
THE PAGER COMPANY

A corporation organized under The General and Business Corporations Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
7th day of December, 2006.

Robin Carnahan

Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200634221105
00417098
Date Filed: 12/07/2006
Robin Carnahan
Secretary of State

**Amendment of Articles of Incorporation
for a General Business or Close Corporation**

Pursuant to the provisions of the General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is The Pager Company

The name under which it was originally organized was The Pager Company

2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on
12/04/06
month/day/year

3. Article Number ONE is amended to read as follows:
The name of the corporation is Youtel America, Inc.

(If more than one article is to be amended or more space is needed attach additional pages)

Name and address to return filed document:
Name: Steven J. Block
Address: 9233 Ward Parkway, Suite 175
City, State, and Zip Code: Kansas City, MO 64114

State of Missouri
Amend/Restate - Gen Bus 2 Page(s)



T0634106865

4. Of the 30,000 shares outstanding, 500 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

| Class | Number of Outstanding Shares |
|--------|------------------------------|
| Common | 500 |

5. The number of shares voted for and against the amendment was as follows:

| Class | No. Voted For | No. Voted Against |
|--------|---------------|-------------------|
| Common | 500 | 0 |

6. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected:

7. If the effective date of the amendment is to be a date other than the date of filing of the certificate of amendment with the Secretary of State, then the effective date, which shall be no more than 90 days following the filing date, shall be specified:

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Authorized Signatory

DAVID A GARTZ

Printed Name

Title

PRES

Date

12/04/06

EXHIBIT "C"

Certificate of Authority to Conduct Business in Washington

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 AUTHORITY

to

YOURTEL AMERICA, INC.

a/an MO Profit Corporation. Charter documents are effective on the date indicated below.

Date: 1/12/2011

UBI Number: 603-077-761

APPID: 1927027



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



Sam Reed, Secretary of State



CORPORATIONS DIVISION
James M. Dolliver Building
801 Capitol Way South • PO Box 40234
Olympia, WA 98504-0234
Tel: 360.725.0377
Fax: 360.664.8781
www.secstate.wa.gov/corps

Congratulations:

You have completed the initial filing to create a new business entity. **The next step in opening your new business is to complete a Master Business Application.** You may have completed this step already. The Master Business Application can be completed online or downloaded at: <http://www.dol.wa.gov/business/file.html>

If you have any questions about the master application, or would like a master application package mailed to you, please call the Department of Licensing at 360-664-1400.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: <http://www.secstate.wa.gov/corps>

IMPORTANT

To keep your filing status active and avoid administrative dissolution, you must:

1. **File an Initial Annual Report** within 120 days of the date your corporation or limited liability company (LLC) was filed. The date of filing is stated on your certificate. Please complete and return the enclosed Initial Annual Report, together with the \$10 filing fee.
2. **File an Annual Report** and pay the annual license fee each year before the anniversary of the filing date for the entity. The registered agent will be sent notice of the Annual Report requirement. But it is the corporation or LLC's responsibility to file the report even if no notice is received.
3. **Maintain a Registered Agent** and registered office in this state. You must notify the Corporations Division if there are any changes in your registered agent, agent's address, or registered office address. Failure to notify the Corporations Division of changes will result in misrouted mail, and possibly administrative dissolution.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: <http://www.secstate.wa.gov/corps>

CT CORPORATION SYSTEM
1801 WEST BAY DR NW STE 206
OLYMPIA, WA 98502

EXHIBIT "D"

Information Regarding Handsets

YourTel wireless customers will receive a new or refurbished E911 compatible basic handset. Customers will also have the option to purchase a higher end model if they choose do to so. Each phone comes with a one-year warranty from the original equipment manufacturer. Should a customer require replacement he or she will be able to call a YourTel toll-free help line, contact a local sales representative or YourTel agent, or visit a YourTel branded or authorized retail outlet and receive assistance.

EXHIBIT "E"

**YourTel America, Inc.
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 |

| <u>INCUMBENT LOCAL EXCHANGE CARRIER</u> | <u>EXCHANGE</u> |
|--|------------------------|
| | 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 |

| <u>INCUMBENT LOCAL EXCHANGE CARRIER</u> | <u>EXCHANGE</u> |
|--|------------------------|
| | 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 |

| <u>INCUMBENT LOCAL EXCHANGE CARRIER</u> | <u>EXCHANGE</u> |
|--|------------------------|
| | SKYKOMISH |
| | SNOHOMISH |
| | SOAP LAKE |
| | STANWOOD |
| | STEVENS PASS |
| | SULTAN |
| | SUMAS-GTLD |
| | TEKOA |
| | WATERVILLE |
| | WENATCHEE |
| | WESTPORT |
| QWEST CORPORATION | |
| | 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 |

| <u>INCUMBENT LOCAL EXCHANGE CARRIER</u> | <u>EXCHANGE</u> |
|--|------------------------|
| | 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 |
| UNITED TELEPHONE - NORTHWEST | |
| | CHIMACUM-CENTER |
| | COLUMBIA |
| | DALLESPORT |
| | GOLDENDALE |
| | GRANDVIEW |
| | GRANGER |
| | HARRAH |

| <u>INCUMBENT LOCAL EXCHANGE CARRIER</u> | <u>EXCHANGE</u> |
|--|------------------------|
| | 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 "F"

Wireless Facilities Information

These materials contain confidential proprietary and financial information not generally available to the public. Due to the highly competitive nature of the telecommunications marketplace, YourTel deems this material to be proprietary. Accordingly, these materials have been marked as confidential and are being submitted under seal to be maintained by the Commission and the Staff on a confidential basis.

EXHIBIT "G"

Sample Advertising



Free Phone*
Free Minutes*
No Contract*

For More Information How You Can Qualify:

855-288-8880

YourTel Wireless Lifeline Service is a Government Supported Program. To Qualify You Must Receive Food Stamps, SSI, National School Lunch Program, or Participate in other Lifeline Required Assisted Programs.

For Complete Details Please Visit

www.yourtelwireless.com

*Household Incomes at or below 135% of the Federal Poverty Guidelines may also Qualify.



Free Phone*
Free Minutes*
No Contract*

For More Information How You Can Qualify:

855-288-8880

YourTel Wireless Lifeline Service is a Government Supported Program. To Qualify You Must Receive Food Stamps, SSI, National School Lunch Program, or Participate in other Lifeline Required Assisted Programs.

For Complete Details Please Visit

www.yourtelwireless.com

*Household Incomes at or below 135% of the Federal Poverty Guidelines may also Qualify.

EXHIBIT "H"

Customer Terms and Conditions

YourTel Wireless Terms and Conditions of Service:

YourTel Wireless is a service brought to you by YourTel America, Inc. ("YourTel"). YourTel Wireless provides both Non-Lifeline and Lifeline Assisted wireless services. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to YourTel wireless services and wireless phones activated on YourTel wireless services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using a YourTel wireless phone and is a legally binding agreement between you and YourTel. These Terms and Conditions of Service contain important information about your consumer rights. YourTel reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the YourTel America Website at www.yourtelwireless.com. Please check this website often for updates to the Terms and Conditions of Service.

Lifeline Support is a monthly support that reduces the cost of monthly wireless telephone service or residential home telephone service. An eligible YourTel wireless customer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per household. Lifeline support may vary between states. Link-Up is a one-time support that reduces the one-time costs associated with initiating telephone service for a YourTel wireless eligible customer. Link-Up discounts lower the cost of initiating wireless service. An eligible YourTel wireless customer may only receive one Link-Up discount at their address, and can only receive a second or subsequent Link-Up discount only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

Eligibility for the YourTel Wireless Lifeline service program varies by state. Subscribers may qualify for a YourTel wireless Lifeline program if they participate in one of the government programs listed below or qualify based on household income eligibility standards as defined below. By completing the YourTel wireless application, a subscriber's consent is required to the release required information, including financial information if necessary, to a designated agent as required for the administration of your YourTel Wireless Lifeline service. This consent survives the any termination of this agreement. YourTel reserves the right to review any subscriber's continued eligibility for the Lifeline program, at any time, and may require subscribers to provide YourTel with written documentation of either subscriber household income or subscriber's participation in a qualifying state or federal program. A subscriber may only participate in one Lifeline program in either landline or wireless service at the subscriber's principal place of residence. If a subscriber or any member a subscriber's family participates in a Lifeline program from another provider, the subscriber is responsible for notifying the other provider that they have been approved for a YourTel wireless Lifeline program from YourTel America, Inc. Notice to terminate service from any other provider's Lifeline program must be given after activating new service in the YourTel wireless Lifeline program.

YourTel wireless subscribers may qualify for a Lifeline and Link-Up service offering if the subscriber meets certain state and federal eligibility requirements. These requirements are determined by the particular state where the subscriber resides. These state and federal eligibility requirements are also based on either program based eligibility or income based eligibility.

Program Based Eligibility:

Program based eligibility varies by state. YourTel wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the program based eligibility, if they participate in one or more of the following programs and the state also participates in that program.

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

Income Based Eligibility:

Income based eligibility varies by state. Some states do not offer income based eligibility for Lifeline and Link-Up programs. YourTel wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the income based eligibility, if subscriber's total combined household income meets the defined U.S. Government Income Poverty Guidelines. Proof of income documentation (such as a current tax return) must be provided to YourTel to demonstrate eligibility income based eligibility.

YourTel Wireless Lifeline and Link-Up Programs Restrictions:

Subscribers applying for service in a YourTel wireless Lifeline or Link-Up program agree to, and declare under penalty and perjury, that all of the following conditions below apply (but not limited to):

- YourTel wireless Lifeline and Link-Up program is limited to one connection per household
- Subscriber applying for service certifies that subscriber has not utilized a Link-Up discount at the existing address.
- Subscriber applying for service certifies that subscriber does not participate in any other Lifeline program.
- Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for Lifeline or Link-Up service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent)
- If subscriber participates in another Lifeline program at the time applying for YourTel Wireless Lifeline service, the subscriber agrees to cancel Lifeline service with any other provider.
- Subscriber agrees to immediately notify YourTel of any address change.
- Subscriber affirms they meet the head of household requirement.
- Subscriber affirms they are least 18 years old.
- Subscriber affirms they are not claimed as a dependant on another person's tax returns.
- Subscriber affirms they will immediately notify YourTel if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts.
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by YourTel. Subscriber also authorizes any state or federal assistance programs representatives to verify subscriber's eligibility for Lifeline or Link-Up programs.

- Subscribers applying for Lifeline and Link-Up programs authorize YourTel or its duly appointed representative's to have access to records relating to the applicant to verify eligibility for the YourTel wireless Lifeline or Link-Up program.
- Subscribers applying for YourTel wireless Lifeline and Link-Up programs affirm, under penalty and perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs:

Subscribers participating in the YourTel wireless Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in Lifeline programs based on the appropriate state or federal recertification or verification requirements. YourTel reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for Lifeline service. If YourTel is unable to recertify or verify the required Lifeline qualifications the subscriber will be deemed ineligible to further participate in YourTel wireless Lifeline programs. The subscriber's free minute plan will be discontinued in favor of a new plan to be chosen by the subscriber. The subscriber will be eligible to choose from any then available plan under the applicable terms and conditions for that plan.

YourTel reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. YourTel wireless subscribers have the ability to terminate from the Lifeline program for any reason. Subscribers who choose to terminate from the Lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive free minutes included each month and will be required to re-qualify for Lifeline and Link-Up qualifications if they choose to enroll with another YourTel wireless Lifeline program. Please send all termination requests (include name, wireless number, and identity related information) to:

YourTel America, Inc.

Attn: Wireless Disconnect Department

PO Box 270017

Kansas City, MO 64127

Or by fax to:

816-388-1080

Maintaining non-Lifeline accounts: YourTel wireless subscribers using a non-Lifeline service must purchase and load airtime at least once during any consecutive 90 day period. Airtime expires 30 days from date of loading. If no additional airtime is loaded within 30 days after the service expiration of your airtime, then your service on the YourTel Wireless non-Lifeline service will be deactivated.

If you do not accept any of these Terms and Conditions of Service, do not activate or use service provided by YourTel and contact YourTel at the YourTel America Service Number located at the end of this document.. By accepting these Terms and Conditions of Service, you represent that you are at least

18 years of age, you meet the eligibility requirements for YourTel Wireless service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of YourTel. Any attempted assignment or delegation without proper consent from YourTel shall be void.

Supported Services:

The following supported services are available to YourTel wireless subscribers who participate in Lifeline or Link-Up programs. Questions regarding supported services can be made in writing or by contacting a YourTel representative at the YourTel America Service Number located at the end of this document.

1. ***Voice grade access to the public switched network.*** YourTel Wireless service provides wireless access to the Public Switched Telecommunications Network ("PSTN"). "Voice grade access to the public switched network" is defined as a functionality that enables a subscriber of telecommunications services 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 indicating there is an incoming call in a bandwidth, at a minimum, between 300 to 3,000 Hertz;
2. ***Dual tone multi-frequency signaling or its functional equivalent.*** "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time. YourTel wireless handsets are "DTMF" capable;
3. ***Single-party service or its functional equivalent.*** "Single-party wireless service" is a dedicated message path for the length of a subscriber's particular transmission. YourTel wireless provides customers with single-party access for the duration of every call a subscriber makes that is provided by YourTel. YourTel wireless does not provide multi-party or party line service;
4. ***Access to emergency services.*** "Access to emergency services" is a service available to YourTel wireless subscribers that allows a subscriber to call to emergency services through a Public Service Access Point (PSAP) operated by the local government;
5. ***Access to operator services.*** "Access to operator services" is defined as having access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call;
6. ***Access to interexchange service.*** "Access to interexchange service" is defined as the user of the telecommunication service having access to complete a long distance call or a toll call;
7. ***Access to directory assistance.*** "Access to directory assistance" is defined as access to a service that includes making available to customers, upon request, information contained in directory listings; and
8. ***Toll limitation for qualifying low-income consumers.*** "Toll limitation" YourTel wireless qualifying subscribers have the option to use their wireless service to complete a long distance call or toll call in an amount of service that limits the amount of toll service to which the subscriber has already paid.

YourTel Wireless Services:

YourTel Wireless service is provided at the company's discretion. YourTel may change pricing or the company's Terms and Conditions of Service, from time to time, without notice. Unless expressly prohibited by law, YourTel reserves the right to modify or cancel a subscriber's service, an account, or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms and Conditions of Service. Check the YourTel website, www.yourtelwireless.com, for the most recent pricing and changes to the Terms and Conditions of Service. A subscriber's right to use YourTel America service is subject to YourTel America business practices, policies, procedures, rates and these Terms and Conditions of Service. YourTel may change the Terms and Conditions of Service at any time. YourTel will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscribers service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

YourTel America, Inc. provides YourTel Wireless mobile telecommunications services using the geographic areas covered by the Nationwide Sprint Network footprint. Local phone numbers may not be available in all areas. Subscribers do not have the ability use YourTel Wireless service with any other wireless phone, device, or on another network. Subscribers may also not use a YourTel wireless handset with any other service or network. Airtime may be used for domestic calling from the United States and for other services as provided in these Terms and Conditions of Service. YourTel Wireless service is for personal use only and may not be used in a manner that interferes with another YourTel wireless customer's use of service. YourTel has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high numbers of calls, sends or receives unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other YourTel wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used other than for personal use and is in violation of these Terms and Conditions of Service. YourTel Wireless services are provided solely for live dialogue between two individuals. YourTel Wireless services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. A YourTel wireless subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

YourTel Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond YourTel's control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to wireless handsets. YourTel does not guarantee, or warrant, that service will be available at any specific time or geographical location, or that service will be provided without possible interruption. You should therefore never solely rely on your wireless phone for emergency calls, such as to 911. YourTel wireless customers have access to dial 911 in an emergency. However, occasionally a subscriber may attempt to call 911 in an area where there is no wireless coverage. If there is no wireless coverage, a subscriber's call to 911 may not go through and the subscriber should dial 911 from the nearest landline phone.

By applying or activating service with YourTel, a subscriber agrees not to use YourTel Wireless services in any way that is illegal, abusive, or fraudulent. This will be determined by YourTel in its sole discretion. You may also not alter any of the software or hardware on your YourTel wireless handset for any purpose. YourTel wireless phones may not be sold to third parties.

In order to verify if you reside within a service area please visit www.yourtelwireless.com. You may enter your zip code or locate coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. YourTel does not guarantee coverage or network availability.

YourTel Wireless ETC Services:

YourTel wireless Lifeline programs are only available for activation by customer's who reside in the areas in which YourTel America, Inc., has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a YourTel Wireless ETC service area. Visit www.yourtelwireless.com to check whether you reside in a YourTel Wireless ETC service area. To be eligible for YourTel Wireless service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by YourTel America. Where applicable, YourTel wireless Lifeline programs are provided to you by YourTel America, Inc., and are governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state and supersede any term related to the Lifeline Assistance program. YourTel may provide access to tariffs through its website. Please be aware that tariffs posted online may not be official documents and you assume full responsibility for any tariff information you access on the YourTel wireless website. YourTel bears no liability for the accuracy of any documents available on this website.

YourTel Wireless Service Rates (Airtime), Features, Coverage, and Activation Fees:

1. Airtime is valued at \$0.20 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. YourTel wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the YourTel wireless Lifeline Assistance program. Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. YourTel does not provide any guarantees as to the availability or quality of service while roaming. A YourTel wireless Customer must have airtime minutes available to make or receive a call. YourTel wireless handsets will only operate when you have airtime minutes available on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime to your account.

Lifeline Free Plan 68

Each month you will receive 68 free voice minutes. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days. Non-Lifeline plans may vary by state.

Lifeline Free Plan 125

Each month you will receive 125 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days. Non-Lifeline plans may vary by state.

Lifeline Free Plan 250

Each month you will receive 250 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date. Non-Lifeline plans may vary by state.

YourTel Wireless Additional Minutes Plans:

YourTel will provide Additional Minutes Plans. Please visit www.yourtelwireless.com for the current rates of adding additional minutes rate plans. Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months. If you use all of your monthly voice minutes and messages before a new monthly cycle starts and you add an *Additional Minutes Offering Plan* to your account, you will be charged based off the *Additional Minutes Offering Plan* you choose for voice and messages. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your wireless phone to make or receive voice calls, other than 911 emergency calls, until the start of the next monthly cycle. If you have an *Additional Minutes Offering Plan* and use all your minutes included in the plan you will not have the ability to make calls or receive messages, except to place 911 calls where available, until you purchase another *Additional Minutes Offering Plan* or a new monthly cycle starts. If you are a Lifeline customer and also have an *Additional Minutes Offering Plan* and you do not have sufficient funds in your account to pay your monthly charge on your payment due date, you will automatically be switched to the free minutes offer only included each month with your service from the YourTel wireless Lifeline program.

Subscribers may add an *Additional Minutes Offering Plan* to their YourTel wireless account by using one of following methods. You can add an *Additional Minutes Offering Plan* to your account by paying by credit/debit card, or by buying a *Additional Minutes Offering Plan* at any YourTel wireless authorized agent location. YourTel Wireless *Additional Minutes Offering Plans* come in increments of \$5, \$10, \$15, \$20, \$25, \$30, and \$50. Sales taxes apply and are not included in the cost of the minute plan purchased. Purchased *Additional Minutes Plans* cannot be transferred or applied to any other wireless service or account.

2. YourTel Wireless Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail. Caller ID may display both your billing name and your wireless number when placing outbound calls. YourTel does not have the ability to block your name and number when making outbound calls.

3. The YourTel Wireless activation fee may vary by state. In most states the activation fee is \$60 and some of the activation fee may be deferred. Subscribers activating service with a YourTel wireless Lifeline program may be eligible for a Link-Up discount at the time of activation. The Link-Up fee will provide the subscriber a discount off the activation fee. YourTel wireless subscribers are responsible to pay any remaining activation fee not covered by Link-Up. Subscribers are solely responsible to pay for the entire activation fee if they are not eligible for Link-Up. Activation fees may be deferred over a period of 12 months (balance at time of activation divided by 12 and billed monthly). YourTel reserves the right at any time and without notice to change the activation fees charged to new subscribers.

Subscribers who successfully submit a YourTel wireless application for the Lifeline program will receive a free wireless phone provided by YourTel including an allotment of free airtime minutes each month for a period of twelve (12) consecutive months from the date service is started. The actual amount of airtime minutes eligible Lifeline subscribers will receive each month varies by state. YourTel reserves the right to change, or modify the actual amount of airtime minutes and eligible subscribers will receive on a monthly basis without notice. YourTel reserves the right to determine, at its sole discretion, whether or not an applicant meets the eligibility requirements to participate or continue to participate in the YourTel wireless Lifeline.

YourTel Wireless Taxes and Surcharges:

YourTel charges state and local sales taxes. Pricing listed on the YourTel wireless website or listed in advertising methods for wireless service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of YourTel Wireless service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. YourTel collects sales taxes on all *Additional Minutes Offering Plans* and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales taxes and required regulatory fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") will apply. Taxes and fees are subject to change without notice.

YourTel Wireless Text Messaging Rates:

A YourTel wireless subscriber can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. You may use your free monthly allotment of minutes to send and/or receive text messages. Text messages sent to you by YourTel are free of charge. The charge to send or receive a text message will vary depending upon your plan. The standard rate to send or receive a text message on your YourTel wireless phone is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to your account may include incremental minute rates per text messages sent or received. Text messaging rates for FREE PLAN 68 will be charged at 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Text messaging rates for FREE PLAN 125 and FREE PLAN 250 will be charged at 1 minute per text message for sending and 1 minute per text message for receiving text messages. If you have used all of your free monthly allotment of minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls. If you do not want minutes deducted from your YourTel wireless phone for text messaging, then do not send or receive text messages. Due to the transmission method of Sprint's Nationwide Text Messaging Network, your cell phone number or other information may be transmitted over the Internet when using Text Messaging. By activating or using a YourTel wireless phone and/or sending a text message, you understand any risks associated and agree you have been notified of such risks.

Domestic Text Messaging Rates:

Each domestic text will be deducted from the available messages in your free minute plan or in your purchased YourTel Wireless *Additional Minutes Offering Plan*. Any unused messages will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes, unless your plan includes rollover minutes. If you use all the messages in your available plan, and do not pay your monthly fee for your YourTel Wireless *Additional Minutes Offering Plan*, you will not receive your monthly allocation of messages associated with your plan. Subscriber messaging plans do not include international text, picture messaging, or voicemail messages.

International Text Messaging Rates:

YourTel wireless does not allow international text messages. Attempting to send international messages could result in deactivation of service and de-enrollment from YourTel wireless Lifeline Assistance Program.

Premium SMS:

Premium SMS is a text message to a designated "short code." Buying or attempting to buy SMS services from anyone other than YourTel is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of service, or some type of interaction with a television program. YourTel does not participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a "short code" using YourTel Wireless service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless whether you incur charges as deductions from your YourTel Wireless minutes.

Preventing or Sending Spam:

YourTel wireless subscribers receiving unwanted text messages ("spam") should contact the source and request to unsubscribe or remove the subscriber's wireless phone number from the service. If a YourTel Wireless subscriber intentionally sends spam from a YourTel wireless handset, the subscriber may be terminated without notice.

YourTel may send you messages via SMS. There is no guarantee you will receive them.

YourTel Wireless Data Service Rates:

YourTel Wireless provides wireless data services and mobile internet services using your YourTel wireless phone. Sending or receiving data service will be available at a rate of \$1.25 per megabyte. Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations ("Data Subscription Rates"):

Data Subscription Rates:

1. \$5.00 for 5MB
2. \$10.00 for 20MB
3. \$20.00 for 50MB

Data usage will be deducted from the available data allocation in your purchased Data Subscription. Unused data expire at the end of your monthly Data Subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be required to add an additional Data Subscription in order to access the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously. You may terminate your subscription or switch to another data subscription by contacting YourTel at the YourTel America Service Number located at the end of this document. Subscribers are responsible for all data activity from and to your wireless phone, regardless of who initiates the activity. YourTel reserves the right to suspend, limit, or terminate a subscriber's account without notice for any misuse or use that adversely impacts network performance. YourTel will not provide free access to data content.

Data services available to YourTel Wireless subscribers may allow access many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of YourTel Wireless data services are solely responsible for evaluating the data content accessed while using a YourTel wireless handset or device. YourTel strongly recommends that you monitor data content access by minors. Data content from third parties may harm your YourTel wireless handset or software. YourTel, for any reason, may place restrictions on accessing certain data content, limit the amount of data you can access, or terminate a subscriber's access to data services. YourTel supports the use of data content, but, YourTel makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using a YourTel wireless handset or device. YourTel does not have control over the data content provided on third party's site that a subscriber may access. YourTel reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If you use your cell phone to browse the Internet, your cell phone number or other information may be transmitted over the Internet. By activating or using a YourTel wireless phone and/or using the data service, you understand any risks associated and agree you have been notified of such risks.

Subscribers may not use YourTel Wireless service for any illegal purpose. This includes harassing, threatening, abusing, defaming, or slandering any individual or entity. YourTel and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use of data content. YourTel intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. YourTel Wireless data content is not rated and subscribers are

solely responsible for the use of such material, which may be offensive or objectionable to subscribers or to others. YourTel wireless subscribers agree not to hold YourTel liable for any offensive or objectionable data content.

YourTel Wireless Directory Assistance, Additional Charges and Services:

Directory assistance calls will be charged at a rate of \$1.50 per call plus applicable airtime charges. This amount will be deducted from available minutes you have remaining on your wireless plan.

Calling to 900 / 976 numbers are not available to YourTel Wireless subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. YourTel allows subscribers to make or receive domestic long distance calls inside the domestic USA as long as coverage is available. YourTel does not allow free calls to other subscribers using YourTel Wireless service. YourTel Wireless subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

Subscribers can switch wireless numbers for an additional fee. To make this change, please call YourTel at the YourTel America Service Number located at the end of this document to switch your wireless phone number. A charge of \$15 may apply to number change requests.

YourTel will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

If a subscriber's account is deactivated for any reason, YourTel will assess subscribers a standard reactivation fee which is not refundable.

Please contact YourTel at the YourTel America Service Number located at the end of this document, or visit our website at www.yourtelwireless.com, for additional pricing information or answers to any questions about YourTel Wireless services. Calls to YourTel may be monitored and recorded for quality assurance.

YourTel Wireless Subscriber Account History: Subscriber account history is available online for the previous 60 days of service. You may request a printed copy of your account history detailing the last 60 days of service by sending a written request to YourTel Wireless, PO Box 270017., Kansas City, MO 64127, Attention: Account History. You will be assessed a \$50.00 processing fee for this service. If you deactivate your services or change your wireless phone number, you may obtain your account history by contacting YourTel Wireless at the YourTel America Service Number located at the end of this document. Please visit www.yourtelwireless.com to access your account history at no cost. YourTel Wireless subscribers have the ability to request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or fax. Send requests to:

YourTel Wireless

PO Box 270017.

Kansas City, MO 64127

Or fax to: 816-388-1080

YourTel Wireless Disputed Charges:

If you have a dispute with any charge to your YourTel Wireless account, you must notify us within 60 days after the charge appears on your account. You may either contact YourTel at the YourTel America Service Number located at the end of this document or send notice in writing to the address listed below. A YourTel wireless Customer Service Representative will investigate your claim. If YourTel is not notified of your dispute within this 60-day period you waive any right to dispute the charge, including in arbitration and/or a court proceeding. You accept all charges not properly disputed within this 60-day period. We will provide you a credit or refund if we determine that the disputed charge was inappropriate and was disputed by you in a timely manner. If we provide a credit or refund, you agree that the dispute is fully and finally resolved and not subject to any further proceedings. YourTel is not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If any unauthorized or disputed charge appears on your statement for a third-party product, you must contact that third party directly. Third-party contact information is also available by calling YourTel at the YourTel America Service Number located at the end of this document. YourTel Wireless service, unless otherwise provided by law, excludes all incidental or consequential damages. Some states do not allow this exclusion.

Dispute by mail:

YourTel Wireless

Attn: Dispute Resolution

PO Box 270017 Kansas City, MO 64127

YourTel Wireless Refunds, Returns, or Lost Equipment Policy:

Refunds: YourTel is not responsible for, nor will we refund any lost, stolen, misused, or damaged YourTel Wireless *Additional Minutes Offering Plans*. Additional plans purchased must be applied to a subscriber's account within 1 year of purchase. YourTel does not accept returns or provide refunds of any *YourTel Wireless Additional Minutes Offering Plans*. All purchases of *YourTel Wireless Additional Minutes Offering Plans* are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

Returns: Wireless handsets purchased directly from YourTel may be returned for a full refund within 30 days of purchase. A subscriber must return the complete handset as was received at the time of activation. Please contact YourTel at the YourTel America Service Number located at the end of this document for instructions. YourTel provides new and recycled handsets to subscribers. All handset models provided to Lifeline subscribers are selected at the sole discretion of YourTel. Handset models may vary. YourTel reserves the right to replace handsets with various models at its sole discretion. All wireless handsets purchased directly from YourTel include a 90-day warranty from YourTel. If you experience a handset malfunction call YourTel at the YourTel America Service Number located at the end of this document.

Lost or Stolen Equipment: If a YourTel Wireless Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until YourTel is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact YourTel at the YourTel America Service Number located at the end of this document. Upon receiving notice of the lost or stolen phone, YourTel will suspend the account immediately. If a subscriber does not either activate a new YourTel wireless phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the YourTel wireless phone number.

YourTel Wireless Phone Number:

YourTel Wireless subscribers must accept the number that is assigned to them at the time of activation. The wireless phone number YourTel provides for subscribers to use is and will remain the property of YourTel. YourTel may release a subscriber's wireless phone number to another subscriber, without giving notice, if the subscriber cancels service with YourTel, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. YourTel reserves the right to change a wireless number at any time. YourTel will attempt to notify the subscriber prior to any change. A subscriber can request to change a wireless phone number for a number change fee of \$15.

In some situations, a subscriber may transfer an existing carrier telephone number to your YourTel Wireless service for use as a YourTel wireless phone number. To switch an existing phone number to

YourTel, please contact YourTel at the YourTel America Service Number located at the end of this document. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to YourTel, they may have to pay a termination fee to the former carrier to early terminate the contract. YourTel will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of YourTel Wireless Customer Information:

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of YourTel Wireless Privacy Policy available online at www.yourtelwireless.com. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that YourTel Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the YourTel Wireless Privacy Policy. YourTel will not intentionally share subscriber's personal information without the subscriber's permission. YourTel may, from time to time, use the information subscribers provide to market services to subscribers that may be related to YourTel wireless services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from YourTel and its affiliates about new products, promotions, or other important services offered by YourTel. Subscribers who choose not to receive these notices may elect to unsubscribe to the information by calling YourTel at the YourTel America Service Number located at the end of this document. YourTel may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution:

You agree to contact YourTel with any disputes. You must contact YourTel with any dispute by calling YourTel at the YourTel America Service Number located at the end of this document or by writing YourTel at PO Box 270017, Kansas City, MO 64127., , Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A YourTel representative will contact you at the last address you have provided or by phone. YourTel agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or YourTel may commence a Binding Arbitration proceeding(see below).

Certain disputes you may have with YourTel may be resolved through Binding Arbitration. By making or receiving calls on a YourTel wireless handset you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with YourTel. This Binding

Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with YourTel. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of Missouri, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for YourTel wireless services. To the extent permitted by law, if a dispute claim proceeds in court, YourTel and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

Limitation of Liability:

YourTel America, Inc. is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. YourTel America, Inc. will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. YourTel America, Inc. is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with YourTel. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. YourTel assumes no risk or responsibility for a subscriber's use of any content provided by YourTel Wireless services. YourTel is not liable for any act or omission of any third party company providing part of YourTel Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by YourTel, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and YourTel America, Inc., or its affiliates. You (subscriber), also agree that YourTel will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from a handset address book provided by YourTel.

Indemnification:

To the full extent by law, you agree to hold harmless and indemnify YourTel America, Inc., and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of YourTel products and services, or another person whom you authorize to use your products or

services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with YourTel America, Inc.

A subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all subscribers. A subscriber may have other legal rights that vary by state.

Warranties:

YourTel does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The YourTel Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you and YourTel America, Inc., with respect to products and services provided to you and the terms under which they are offered to you by YourTel. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of Missouri. This excludes customers who are residents of the state of California.

YourTel reserves the right to suspend or terminate any subscriber's access to YourTel Wireless services or to the YourTel Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of YourTel, its affiliates, or for any other reason at the sole discretion of YourTel.

Notices:

You may send notices to YourTel by mail, PO Box 270017., Kansas City, MO 64127, or by phone, at the YourTel America Service Number located below. Notices will be considered effective after received by YourTel. If a subscriber is unable to resolve concerns with YourTel, they may file a complaint with the Federal Communications Commission. Any notice sent to a subscriber will be sent to your last known residence we have on file, or via text message to your YourTel wireless phone.

YourTel America Service Contact Numbers

1-855-299-9990

Thank you for choosing YourTel!!