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Exhibit H

Demonstration of ETC Designation Credentials and Commitments

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I. INTRODUCTION

The focus of this Transaction is continuity of service for existing TAG Mobile LifeLine customers, using Vector's sizable financial and technical resources to provide significant improvements of the current TAG Mobile operations.

Upon consummation, New TAG Mobile¹ will continue operations as an Eligible Telecommunications Carrier ("ETC") in California, providing federal Lifeline and California LifeLine services to current TAG Mobile customers and to new eligible consumers. New TAG Mobile's California LifeLine operations will rely upon the foundation of the TAG Mobile model while benefitting from enhancements available through its new ownership.

At closing of the Transaction, New TAG Mobile will serve the current TAG Mobile customer base. Promptly after closing, New TAG Mobile intends to greatly increase its marketing of services throughout the State in order to reach more California consumers in need of LifeLine assistance. This will include both rural and urban markets. In support of this focus, New TAG Mobile will combine the TAG Mobile on-the-ground in-person retail marketing approach with the online and retail kiosk distribution methods that have provided the foundation for Vector affiliate Q Link's successful Lifeline operations in over thirty jurisdictions.

New TAG Mobile proposes to improve upon the current TAG Mobile LifeLine offerings immediately upon closing of the Transaction by including international calling to a select group of approximately 65 countries (approximately 35 include landline recipients only) in the unlimited voice offering. In addition, responding to the COVID-19 emergency, New TAG Mobile has proposed to increase the amount of included broadband data for its LifeLine users, to enable these users to have adequate broadband plans to engage in critical distance learning, telework, telehealth and other data intensive applications while sheltering in place.

New TAG Mobile proposes to offer California consumers an initial choice of three California LifeLine plans:²

(1) an **"Unlimited Smartphone Plan"** which includes unlimited voice, unlimited text (SMS and MMS), and *unlimited smartphone data*, plus a *free smartphone* with a five inch or larger screen;³

(2) a **"Homework Gap Plan"** which includes unlimited voice, unlimited text (SMS and MMS), and *10 GB data for use with a tablet or hotspot*, plus a *free tablet* with a nine inch or larger screen or a hotspot;⁴ or

¹ Within this exhibit, New TAG Mobile is also referenced as "Company."

² These offers have been designed contingent upon receipt of the current \$14.85 SSA and \$39 activation fee reimbursement (when available pursuant to current PUC rules) combined with federal Lifeline support.

³ "Smartphone data" means data utilized by the smartphone device provided or activated with the Lifeline service. Subscribers may purchase the ability to tether other devices to this plan for \$5.

⁴ This plan is designed for use with an Internet-enabled tablet or hotspot, but will also come with unlimited voice and text which can be accessed by placing the device SIM into a mobile phone.

(3) an “**Unbundled Voice Plan**” which includes *unlimited voice and unlimited text* (SMS and MMS).

Moreover, recognizing that meaningful access to broadband requires access to Internet-capable devices, Vector proposes to donate 1,000 urgently-needed Internet-enabled tablets to the California Department of Education (CDE) for distribution by California School Districts to students who lack Internet-enabled devices for distance learning. As an investment in the welfare of California residents and to further assure the Commission regarding the commitment of Vector to New TAG Mobile’s successful continuation of, and improvement upon, TAG Mobile’s Lifeline operations, Vector proposes that, following the consummation of the Transaction, Vector and New TAG Mobile will take the following steps:

- invest \$1,000,000 annually, for at least three years, in online and community-based marketing to communities of color, disadvantaged, and rural communities. Adding online and retail store-based kiosk distribution to TAG Mobile’s current in-person model will allow for broader outreach with the ability to successfully enroll more people, especially those outside of urban centers. Amidst the pandemic-driven constraints on direct contacts, an online distribution strategy will prove invaluable.
- enroll at least 100,000 new subscribers annually over the initial three years of operations.
- establish a separate bond in the amount of \$1,000,000, providing 40 times the protections available through the standard \$25,000 wireless carrier bond required by the Commission’s rules.
- participate in quarterly performance review meetings with Commission Communications Division Staff to ensure continuing delivery upon these commitments, apprise the Staff regarding operational progress on a more frequent basis and maintain effective channels of communication between Staff and New TAG Mobile.

In the interest of affording the Commission a complete record for New TAG Mobile, the Parties provide this discussion of the Company’s qualifications and proposed LifeLine operations in California.

II. REQUEST FOR ETC DESIGNATION AND AUTHORITY TO PROVIDE FEDERAL LIFELINE AND CALIFORNIA LIFELINE SERVICES

New TAG Mobile requests that the Commission approve the proposed transfer of the TAG Mobile ETC designation to it or, in the alternative, grant a new designation as an ETC for New TAG Mobile to participate in the federal Lifeline and California LifeLine programs. The Company does not seek designation as an ETC for the purpose of receiving federal or state high-cost support.

New TAG Mobile proposes to operate statewide throughout the same California territory in which TAG Mobile is designated, wherever its underlying carrier, T-Mobile, provides coverage. The Company does not request – and does not believe that approval of the Transaction requires – that the Commission modify, or in any respect alter, the definition of rural telephone company

study areas in California. In 2013, the FCC granted limited forbearance from the requirement of Section 214(e)(5) of the Communications Act that an ETC may only serve in a rural territory if its service area conforms to that of the rural telephone company serving the territory.⁵

III. DESCRIPTION OF NEW TAG MOBILE AS AN ETC

As a wireless reseller, New TAG Mobile will purchase wireless network infrastructure and wireless transmission facilities from the post-merger network of T-Mobile on a wholesale basis and resell these services to its customers. The Company's proposed LifeLine offerings will provide affordable mobile phone service, including calling and text messaging as well as unprecedented amounts of broadband on certain plans, along with user-friendly, advanced handsets and high quality customer service in multiple languages. New TAG Mobile's products and plans will be specially geared toward serving low-income communities, and its distribution and care models and pricing plans reflect this mission. The Company will not require service contracts from its customers, and it will ensure competitive pricing for its services and products. With this customer-centric approach, New TAG Mobile expects that it will be able to reach LifeLine eligible consumers who are often overlooked by traditional carriers or not effectively served by other ETCs.

New TAG Mobile will manage all aspects of the LifeLine customer experience, including setting service pricing, handset selection, marketing materials, and live customer service. The Company's pricing model emphasizes "free" service with no monthly out-of-pocket costs and additional service allotments available for purchase at low price points with compelling value. This approach will provide qualified low-income consumers the option of having mobile phone service without the burden of hidden costs, varying monthly charges, credit requirements or contractual commitments. LifeLine customers will also be able to customize their mobile phone service to suit their needs, whether on a one-time or recurring basis, with New TAG Mobile refill options.

New TAG Mobile's initial LifeLine customer base in California will be the current TAG Mobile LifeLine customer base; however, the Company intends to proactively market its services and the benefits of the LifeLine program throughout its California service territory. As with the current TAG Mobile customer base, New TAG Mobile's future customers will be low-income consumers that will depend on and benefit greatly from the Company's free/no-co-pay plans and inexpensive top-up options. New TAG Mobile will not impose credit checks nor will it require any deposits, credit card on-file, or contractual commitments in connection with LifeLine services. Many of the Company's LifeLine customers likely will turn to the Company because they cannot afford the prepaid or postpaid services provided by traditional wireless carriers or because New TAG Mobile offers plans that are more attractive than those currently offered by other wireless LifeLine providers. Some of the Company's new customers may not have had any phone service at all prior to enrollment with the Company. New TAG Mobile will affirmatively reach out to these low-income consumers to offer attractive and affordable communications options. As such, the Company will contribute to the expansion of mobile wireless services for low-income consumers in California.

⁵ *Telecommunications Carriers Eligible for Support et al*, WC Docket Nos. 09-197, 11-42, Memorandum Opinion and Order, FCC 13-44 (rel. Apr. 15, 2013).

IV. NEW TAG MOBILE LIFELINE OFFERING

The Company will offer the following LifeLine service packages throughout its designated service area in California,⁶ as listed below:

- (1) an “Unlimited Smartphone Plan” which includes unlimited voice, unlimited text (SMS and MMS), and unlimited smartphone data;⁷
- (2) a “Homework Gap Plan” which includes unlimited voice, unlimited text (SMS and MMS), and 10 GB data for use with Internet-enabled tablets;⁸ or
- (3) an “Unbundled Voice Plan” which includes unlimited voice and unlimited text (SMS and MMS).

Each plan will include free calls to Mexico, Canada, China, Korea and roughly 60 other countries (approximately 35 include landline recipients only), as well as unlimited SMS and MMS (picture messaging) domestically and to Mexico and Canada. New TAG Mobile’s proposed rate schedule for its LifeLine service offerings in California is appended as **Attachment 1**. Complete details for each service offering are provided therein. All plans will support nationwide domestic any-distance calling at no extra per-minute charge, as well as features including caller ID, voice mail, call waiting, call-forwarding and three-way calling. As a result, the Company’s LifeLine plans will be different from, but comparable to those offered by the incumbent local exchange carrier (“ILEC”) in the same designated service area. With these plans, customer service (6-1-1) and emergency (9-1-1) calls will be free, regardless of service activation or availability of minutes, and will not count against the customer’s airtime. Directory assistance calls (4-1-1) will be free; however, they will count as airtime minutes of usage.

Additionally, New TAG Mobile LifeLine customers will be able to purchase the following refill options:

- \$1 – 200 MB (good for 30 days)
- \$5 – 1 GB (good for 30 days)
- \$10 – 2 GB (good for 30 days)
- \$20 – 4 GB (good for 90 days)
- \$25 – 5 GB (good for 90 days)
- \$30 – Unlimited (good for 30 days)

⁶ These offers have been designed contingent upon receipt of the current \$14.85 SSA and \$39 activation fee reimbursement (when available pursuant to current CPUC rules) combined with federal Lifeline support.

⁷ “Smartphone data” means data utilized by the smartphone device provided or activated with the Lifeline service. Subscribers may purchase the ability to tether other devices to this plan for \$5.

⁸ This plan is designed for use with an Internet-enabled tablet or hotspot, but will also come with unlimited voice and text which can be accessed by placing the device SIM into a mobile phone.

These “refill” packages will be available for purchase online, at kiosks in retail stores, and via Interactive Voice Response (IVR).

New TAG Mobile anticipates that TAG Mobile customers will use their current devices; however, in future, they may also choose to purchase a new phone either through New TAG Mobile or from a third party supplier (such devices must be compatible with the Company’s underlying network).

As allowed under the Commission’s LifeLine program rules, New TAG Mobile will charge a one-time initial activation fee of \$39.00 in connection with its provision of California LifeLine wireless service. However, the Company will be responsible for funding the Activation Fee discount when LifeLine service is established for a California LifeLine service-eligible customer. New TAG Mobile will seek reimbursement from the California LifeLine Fund for each LifeLine service activation that it believes is eligible for such reimbursement. The Company, and not the customer, will be responsible for any connection/activation fee that is not eligible for reimbursement from the California LifeLine fund.

A copy of the Company’s proposed Terms and Conditions, including additional provisions specific to California LifeLine operations, is appended as **Attachment 2**. Information regarding New TAG Mobile’s plans, rates and services, including the approved terms and conditions, also will be made available on its website post-close.⁹ Copies of the Company’s Privacy Policy, Broadband Transparency Disclosure and Accessibility Policy are appended as, respectively, **Attachments 3, 4 and 5**.¹⁰

V. SERVICE INITIATION AND SALES¹¹

New TAG Mobile anticipates that its sales in California will occur through a combination of the on-the-ground in-person/retail strategy that TAG Mobile historically has pursued and online enrollments, which are especially beneficial to reach eligible subscribers in rural areas and in all areas during the shelter in place restrictions due to the pandemic. New TAG Mobile also will facilitate LifeLine applications and enrollment through kiosks located in select retail stores.

When a customer applies for California LifeLine service with New TAG Mobile at an *in-person enrollment event*, the Company will prescreen subscribers via the California LifeLine Administrator’s “Direct Application Process.” Once this prescreening process is complete, the customer will be provided with a free handset or Internet-enabled tablet and activated for a promotional “prepaid” wireless service. The customer will activate the handset by calling 6-1-1. The customer will not incur per-minute charges for the call to 6-1-1.

⁹ The Company plans to update the TAG Mobile website with approved plans and revised terms after the closing.

¹⁰ These policy documents will be posted on the New TAG Mobile website following consummation of the Transaction. Links embedded within New TAG Mobile’s proposed Terms and Conditions or in the policy documents provided here will only go “live” following the consummation.

¹¹ These procedures will not apply to TAG Mobile customers that automatically transfer over to New TAG Mobile at closing.

The California LifeLine Administrator has the sole responsibility for determining applicants' eligibility for both the California LifeLine Program and the federal Lifeline program in California. Once New TAG Mobile receives notification from the California LifeLine Administrator regarding approval of an applicant's California LifeLine application, the Company will notify the customer and will apply the federal Lifeline and California LifeLine benefit to the customer's account. Any customer that is denied Lifeline benefits may choose to remain as a prepaid wireless customer by purchasing one of New TAG Mobile's retail plans.

Online and kiosk-originated applicants will both be handled in a different manner, with device distribution and service activation taking place only after eligibility is verified by the California LifeLine Administrator. Company representatives who facilitate the online and kiosk-based application and enrollment process through interaction with consumers are subject to an internal interview process, background check and a rigorous training program focusing on compliance with the federal Lifeline and, once approved, California LifeLine programs.

The Company will not seek reimbursement for federal Lifeline or California LifeLine service until the applicant has been approved by the California LifeLine Administrator and activates his or her New TAG Mobile wireless service.

In recognition of the diversity of California's residents, New TAG Mobile's outreach and customer care will be available in Spanish, Chinese (Mandarin and Cantonese), Japanese, Korean, Russian, Tagalog and Vietnamese, as well as in English. The Company's customer care will support these languages on a 24/7 basis. Consumer education materials regarding the federal and California LifeLine programs, as well as the Company's offerings, will be posted on the Company website and made available through its retail kiosks and at in-person enrollment events.¹²

VI. NEW TAG MOBILE WILL OPERATE RELYING UPON FCC FORBEARANCE

Section 214(e)(1)(A) of the Communications Act provides that an ETC must provide services "using its own facilities or a combination of its own facilities and resale of another carrier's services."¹³ Pursuant to the FCC's 2012 Lifeline Reform Order, however, resellers are granted blanket forbearance from this facilities requirement, subject to conditions, in connection with limited ETC designation to participate in the Lifeline program.¹⁴ The FCC conditioned blanket forbearance on the reseller's compliance with certain ETC obligations, including providing 9-1-1 and E9-1-1 service regardless of activation status and prepaid minutes available, providing E9-1-1-compliant handsets, and replacing E9-1-1 non-compliant handsets at no charge to the Lifeline customer.¹⁵ In addition, the reseller must adhere to an FCC-approved compliance plan that includes specific information about the reseller's service offerings and that outlines the measures that the reseller will take to implement the obligations established in the 2012 Lifeline

¹² In-person events will feature online-based access to information in each of these languages; however, printed materials may not be available in each language at each event.

¹³ 47 U.S.C. § 214(e)(1)(A).

¹⁴ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, 27 FCC Rcd 6656, ¶ 368 (2012) ("2012 Lifeline Reform Order").

¹⁵ See *id.*, ¶ 373.

Reform Order.¹⁶

TAG Mobile was designated as an ETC by this Commission on this basis and has an approved FCC compliance plan.¹⁷ A copy of TAG Mobile's approved FCC compliance plan and the associated FCC public notice is attached hereto as **Attachment 6**. Also provided in this attachment is a copy of the pending amended FCC compliance plan which reflects the Transaction and updates for intervening changes to the federal Lifeline program. The Transaction contemplates transfer of TAG Mobile's FCC compliance plan to New TAG Mobile. In turn, the Company commits that in its post-close operations, it will comply with the FCC compliance plan. Consequently, New TAG Mobile is not required to meet the "own facilities" requirement of Section 214(e)(1)(A) and the Company's proposal to operate as an ETC in California using resold services will be compliant with FCC requirements.

VII. AFFIRMATIVE STATEMENTS OF COMPLIANCE

Pursuant to the Commission's February 14, 2014 *Guidance for Service Providers Interested in Offering California Lifeline Wireless Services Consistent with Decision 14-01-036*, New TAG Mobile affirmatively agrees to the following commitments:

- a) The Company will comply with the CPUC's rules, orders, and decisions, including General Order 153 and Decision No. 14-01-036, and the California Public Utilities Code.
- b) All plans, including bundled service, promotional service, and family plans, that meet or exceed the minimum service elements and are consistent with California LifeLine rules will be eligible for the California LifeLine discounts.
- c) New TAG Mobile will make available to California LifeLine participants all handsets on the same basis as to retail customers.
- d) The Company will provide free, unlimited access to customer service representatives fluent in the same languages (English and non-English) in which California LifeLine service was originally sold or marketed.
- e) New TAG Mobile will provide free, unlimited access to 6-1-1 for service provider billing and repair services without counting these calls to 6-1-1 against the participant's allotted voice minutes or number of calls.

Additionally, the Company will provide California LifeLine subscribers with all required disclosures as identified in the Commission's resolutions and in the California LifeLine Order. A draft of these disclosures is provided with the Company's proposed Terms and Conditions in **Attachment 2**.

¹⁶ See *id.*, ¶ 368.

¹⁷ *Wireline Competition Bureau Approves the Compliance Plans of Birch Communications, Boomerang Wireless, IM Telecom, Q Link Wireless, and TAG Mobile*, WC Dckt. Nos. 09-197 and 11-42, Public Notice, DA 12-1286 (rel. August 8, 2012).

VIII. COMPLIANCE WITH APPENDIX A TO RESOLUTION T-17002.

Below are New TAG Mobile's responses to the information requirements contained in Appendix A to Resolution T-17002:

Section I – Compliance with FCC 97-157 (as updated in FCC 11-161)

A. The service areas for which the carrier is requesting ETC designation

The Company seeks certification to operate as an ETC throughout California, where TAG Mobile has been designated, wherever its underlying carrier T-Mobile provides coverage. The Company requests that its ETC designation encompass the entire State, including those areas that New TAG Mobile may later serve as a result of an increase in the coverage of its underlying carrier, T-Mobile.

B. Itemized list of the designated services to be provided

New TAG Mobile will provide the following services:

1. Voice Grade Access

New TAG Mobile will provide, via resale of the network of T-Mobile, voice-grade access services (consisting of the ability for a user to make and receive telephone calls within a specified bandwidth) to low-income customers in its designated service area.¹⁸

2. Local Usage

As discussed above, New TAG Mobile initially will offer three service packages in California that will provide both local and any/long-distance domestic service (like most wireless carriers, the Company does not differentiate domestic long distance usage from local usage). The details of these plans are provided in **Attachment 1**. New TAG Mobile submits that its plans are comparable to or better than those of California incumbents and other wireless ETCs and thus provide competitive choices to qualified consumers.

3. Access to emergency services

The Company will provide access to emergency services provided by local government or public safety officials, including 9-1-1 and E9-1-1 where available. As noted, calls to 9-1-1 emergency services will always be free and will always be available regardless of service activation status or availability of minutes. In addition, New TAG Mobile will comply with any FCC or Commission requirements regarding customer access to 9-1-1 and E9-1-1 services as well as the provision of E9-1-1-compatible handsets. Finally, recognizing the imperative for a reliable E9-1-1 infrastructure, New TAG Mobile will timely pay all applicable 911-related fees pursuant to federal, state and local regulations.

¹⁸ New TAG Mobile's voice grade services will be single party in nature.

4. Toll limitation for qualifying low-income consumers

Upon closing of the Transaction, New TAG Mobile will not provide toll limitation service (TLS). As is the case with most wireless carriers, New TAG Mobile does not differentiate domestic long distance usage from local usage. Pursuant to the FCC's 2012 Lifeline Reform Order, subscribers to such "all-distance" services are not considered to have voluntarily elected to receive TLS.¹⁹ If, in the future, New TAG Mobile should offer a LifeLine service which differentiates between local usage and domestic long distance usage, the Company commits to provide TLS to customers of that service.

New TAG Mobile also will provide its LifeLine customers with access to operator services and directory assistance.

C. Services which carrier proposes not to provide and for which the carrier is seeking an extension of time

New TAG Mobile is prepared to provide all of the services currently provided by TAG Mobile and which are required for designation as a wireless-only ETC. Therefore, the Company does not request an extension of time with respect to provision of any of its proposed services.

D. Indication of whether the carrier plans to apply for a waiver of the requirement that an ETC not disconnect LifeLine for non-payment of toll charges

As explained above, TAG Mobile's plans do not – and New TAG Mobile's plans will not – distinguish between local and toll calls. Consequently, the Company's customers will not be charged "toll" for long distance calling. Therefore, New TAG Mobile does not request a waiver in connection with the requirement that ETCs not disconnect LifeLine service for non-payment of toll charges.

E. A description of the carrier's advertising plan, indicating the advertising media to be used, and an explanation of how its plan meets the advertising requirement in Section 214(e) of the Telecommunications Act

New TAG Mobile will advertise the availability of its services and charges in a manner reasonably designed to reach LifeLine-eligible consumers. The Company expects to advertise the availability of its LifeLine service plans through a variety of media, including informational brochures and flyers, newspapers of specialized circulation, and online and social media channels. In particular, New TAG Mobile intends to advertise its LifeLine services to lower-income individuals in California through media that are likely to reach those eligible to participate in the program, especially those residing in non-urban areas. The Company is prepared to spend no less than \$1,000,000 per year for three years on online and community based marketing to ethnic and rural communities where eligible Californians may reside. A sample of the advertising materials that New TAG Mobile intends to use in California is provided in **Attachment 7**.²⁰

¹⁹ 2012 Lifeline Reform Order, ¶ 230.

²⁰ All of New TAG Mobile's California LifeLine advertising will comply with the FCC's rules regarding information to be included in marketing materials, including FCC rule section 54.405(c).

F. If necessary, implement tariff changes via the advice letter filing process

As a wireless provider, New TAG Mobile is not currently required to maintain tariffs in California. Pursuant to Commission requirements, the Company will file a rate schedule in connection with its LifeLine services. Subsequently, New TAG Mobile will comply with Commission procedures for revisions to its rate schedule, using the advice letter filing protocols.

G. If applicable, request additional time to perform network upgrades to provide single-party service, access to E911 service, and/or toll limitation to low-income customers

New TAG Mobile intends to provide service in California using the well-established network resources of its underlying mobile network operator, T-Mobile. As a result, New TAG Mobile will not require any additional time for network upgrades prior to initiating operations.

Section II – Compliance with FCC 05-46 as Revised by the 2012 Lifeline Reform Order

A. Commitment to Provide Service

New TAG Mobile will provide LifeLine services on a timely basis to all requesting qualified customers within its designated service area. The Company's service area is defined by the range of its underlying mobile network operator's network. As a result, New TAG Mobile will be able to serve any prospective customers within that service area without expansion or modification to the underlying network.

B. Submission of Two-Year Service Quality Improvement Plan

New TAG Mobile does not request approval to receive high-cost support. Consequently, the requirement to submit a two-year service quality improvement plan is not applicable to the Company.

C. Ability to Remain Functional

New TAG Mobile's LifeLine services will remain functional in emergency situations. As discussed above, the Company will utilize the extensive and well-established T-Mobile network to provide New TAG Mobile's services. The Company believes that the network of this national carrier is capable of managing traffic spikes that may occur during emergency situations and can reroute traffic in the event of damaged facilities. New TAG Mobile also understands that T-Mobile has sufficient back-up power to ensure functionality if its external power supply is unavailable. T-Mobile will provide the same functionality to New TAG Mobile and its customers as it provides to its own customers.

Specifically, the Company's materials will state, in easily understood language, that: (i) the service is a Lifeline service; (ii) Lifeline is a government assistance program; (iii) the service may not be transferred to someone else; (iv) consumers must meet certain eligibility requirements before enrolling in the Lifeline program; (v) the Lifeline program permits only one Lifeline discount per household; (vi) documentation is necessary for enrollment; and (vii) New TAG Mobile is the provider of the services. The Company's Lifeline application/certification form will state that Lifeline is a federal benefit and that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

D. Consumer Protection

New TAG Mobile commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service ("CTIA Consumer Code") to ensure that the Company offers its subscribers the highest level of protection and quality service.²¹ The Company's pledge to provide quality service and to comply with the CTIA Consumer Code evidences its commitment to satisfy all of the consumer protection and service quality standards applicable to LifeLine services. New TAG Mobile will make every effort to resolve expeditiously complaints regarding its services that are received by the Commission. Prior to closing, the Company will designate a specific contact person to work with Commission staff to resolve any complaints or other compliance issues.

Pursuant to Resolution T-17002, New TAG Mobile commits to serve its entire designated service area and will report to the Commission annually regarding consumer complaints per 1,000 handsets or lines. Additionally, the Company will submit its terms and conditions, disclosures, and marketing materials, including scripts used by customer service representatives, to staff in the Communications Division for review and approval prior to distribution.

Pursuant to D. 14-01-036, New TAG Mobile also commits to the following:

- New TAG Mobile will offer at least one plan meeting California LifeLine wireless service elements on an unbundled basis, *i.e.*, without any data and/or video services. This plan, as with all of New TAG Mobile's plans, will include caller ID, voicemail, call waiting and three-way calling at no additional charge.
- The Company will offer potential and existing California LifeLine participants the choice to apply the California LifeLine discount to any bundled service plan eligible for state support, including all promotional service or family plans that include California LifeLine telephone service consistent with California LifeLine rules.
- New TAG Mobile will provide unlimited access to the following three-digit special service numbers: 211, 311, 511, 611, 711, 811, and 911.
- The Company will not assess a fee to participants for paying their bills in person at a provider's retail location by cash, check or other form of payment. New TAG Mobile will offer its LifeLine service on a post-paid, discounted free basis or on pre-paid basis for plans that include a co-pay (none are proposed at this time) and its top-up services on a prepaid basis only. The Company will not assess any type of fee based upon the customer's method of payment.
- Subscribers to New TAG Mobile's California LifeLine service will have the ability to terminate service for any reason within 14 days of service activation without incurring any charges, including an early termination fee. (The Company will not assess any early termination fees on its LifeLine subscribers.)

²¹ See, e.g., 47 C.F.R. § 54.202(a)(3).

- Because New TAG Mobile’s plans each offer unlimited minutes, its LifeLine customers will not need to purchase additional minutes.
- New TAG Mobile will offer its handsets to LifeLine customers at rates, terms and conditions that are the same or better than those offered to retail non-LifeLine customers. A Wi-Fi capable smartphone handset will be provided to new LifeLine customers²² at no charge;²³ however, any New TAG Mobile LifeLine customer that wishes to purchase a different handset from among the selection available to the Company’s California retail customers may do so pursuant to the same or better terms than those applicable to retail customers.
- New TAG Mobile will provide free blocking of 900/976 information services and provide participants a one-time free billing adjustment for 900/976 information services charges inadvertently or mistakenly incurred, or without authorization.
- New TAG Mobile will post its terms and conditions of service prominently on its web site and will make these materials accessible in other formats.

E. Local Usage

As discussed above, New TAG Mobile proposes to offer service plans to California LifeLine subscribers that are comparable both to those offered by incumbent carriers and to the plans offered by other competitive wireline and wireless LifeLine providers. The Company’s proposed service offerings meet or exceed the levels of local usage required to qualify for support through the California LifeLine Program.

F. Equal Access

The FCC has eliminated its former requirement that ETCs commit to provision of equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within a service area. Nevertheless, New TAG Mobile acknowledges the jurisdiction of the FCC to impose such a requirement and commits to compliance with such an obligation should the FCC impose it.

G. Public Interest Determination

In furtherance of the requirements of the FCC’s 2012 Lifeline Reform Order and Appendix A: Section II – G: *Public Interest Determination* of Resolution T-17002, New TAG Mobile submits that: (1) designating the Company as an ETC will increase consumer choices; (2) there are a number of advantages to its service offering that outweigh any disadvantages; and (c) cream-skimming is not a concern.²⁴

²² As discussed above, the TAG Mobile customers that are transferred to New TAG Mobile at closing will be expected to bring their current device, but can purchase a new handset if they choose to do so.

²³ Subscribers may choose, as an alternative, a free Internet-enabled tablet or hotspot when selecting the Homework Gap Plan.

²⁴ Consistent with FCC holdings, “[c]reamskimming is not a public-interest consideration in the Lifeline context, whether the competing carrier is offering wireline or wireless service.” *See*,

1. Designating New TAG Mobile as an ETC will increase consumer choices

More than a decade ago, the FCC recognized the implications of ETC designations for increased competition and concluded that in non-rural areas, designation of multiple ETCs, following demonstration of compliance with eligibility requirements, was so unmistakably beneficial as to be “consistent per se with the public interest.”²⁵ In similar manner, telecommunications industry regulators across the country long since have acknowledged the causal link from increased market choice to a lowering of costs and/or improvement of competitive services. This equation is of heightened importance when the entry of additional Lifeline providers increases competitive choice for low-income residents who typically are less desirable to providers focused on upscale and more expensive consumer offerings.

Designation of the Company as an ETC for federal Lifeline and California LifeLine purposes will have precisely this beneficial effect upon consumer choice. First and foremost, designation of New TAG Mobile will ensure continuity of LifeLine services to approximately five thousand California residents currently being served by TAG Mobile. These customers will not experience any interruption or cessation of their critical communications services, particularly during this unprecedented time. Instead, they will continue to be served reliably and will benefit from service offerings that include additional included voice and broadband data. They will have the choice to move to another provider, but equally importantly, they will have the choice to remain with their current service provider reconstituted as New TAG Mobile. Moreover, once designated and operational, New TAG Mobile will proactively market its industry-leading LifeLine plans throughout the State of California, including rural areas in addition to urban areas. This enhanced presence in the California LifeLine market will deliver more choice in LifeLine providers and a superior menu of plan offerings to low-income consumers. Ultimately, New TAG Mobile’s expansion of distribution throughout the State and its market-challenging selection of plans will cause other ETCs to improve their own offerings and operations in order to compete, which will both increase and improve California residents’ choices.

2. The advantage of New TAG Mobile’s service offerings

Approval of this Transaction, authorizing New TAG Mobile’s proposed LifeLine operation will present low-income California residents with all of the benefits that are expected to accompany competitive wireless LifeLine services in the State:

- **Access to high quality service.** The Company will be reselling the network services of T-Mobile, a leading nationwide provider of wireless services.
- **The benefits of a mobile service.** Wireless phone service is particularly attractive to LifeLine-eligible consumers who, more now than ever, may be changing residences, changing jobs, working in migratory jobs or not working at all. Wireless service offers a

e.g., Telecommunications Carriers Eligible for Support, Lifeline and Link Up Reform, WC Docket Nos. 09-197, 11-42, Memorandum Opinion and Order, 28 FCC Rcd 4859, ¶ 13 (2013).

²⁵ *Federal-State Joint Board on Universal Service Cellco Partnership d/b/a Bell Atlantic Mobile (Petition for Designation as an Eligible Telecommunications Carrier)*, Memorandum, Opinion and Order, 16 FCC RCD. 39, at para. 14 (rel. Dec. 26, 2000).

reliable contact method where traditional landline service may be unavailable or simply not viable. Tragically, on-the-go communications capabilities have become even more essential as residents in fire-threatened areas of the State are required to evacuate, with little warning and often without knowing where they will be staying while the fires are extinguished and their homes returned to habitable condition, where possible.

- **“Free” (no charge/no out-of-pocket expense for subscribers) LifeLine packages with:**
 - **unlimited voice minutes, in the U.S., as well as to Mexico, China, Hong Kong, Korea and roughly 60 other countries (approximately 35 include landline recipients only);**
 - **unlimited texting capability, including SMS and MMS (picture messaging), in the U.S. and to Mexico and Canada; and**
 - **market-leading data options that include offers with unlimited smartphone data or 10 GB of tablet/hotspot data, plus affordable options for tethering and additional tablet/hotspot data. at little or no cost**
- **The ability for subscribers to tailor services to their needs and budgets.** New TAG Mobile proposes to offer several plans, including an unbundled voice plan and at least two plans with substantial amounts of data, at no cost to customers. Insofar as applicable to these plans, the Company also will offer smartphone tethering and refills at competitive rates, should customers wish to add data in a given month or on a recurring basis.
- **Elimination of the need for credit checks, bank accounts and the risk of hidden costs, varying monthly charges and long term contract issues.** New TAG Mobile proposes to offer no-contract services, including “free” service options that require no out-of-pocket payment from California LifeLine subscribers.
- **Reliable customer service.** New TAG Mobile proposes to offer 24/7 customer service in English, Korean, Japanese, Spanish, Chinese (Mandarin and Cantonese), Russian, Tagalog and Vietnamese.

New TAG Mobile will surpass the field of current California LifeLine providers in the value of its proposed service plans, the breadth, quality and variety of its distribution, advertising and marketing, and in its dedication to comprehensive customer service and to developing enduring relationships with its customers.

First, the Company offers “free” plans that include unlimited voice minutes, within the U.S. and to roughly 65 countries (approximately 35 include landline recipients only), including Mexico and China, which ensure that LifeLine subscribers are not at risk of losing their primary communications links. The Company’s “free” plans also include unlimited SMS and MMS (picture messaging) in the U.S. and to Mexico and Canada. Particularly amidst the long-term sheltering-in-place and mandatory quarantines and social distancing associated with the pandemic and the dislocations due to the recurring fire disaster evacuations, this reliable and inexhaustible availability of voice and text communications is critical. Unlimited text capability provides an important and popular means for LifeLine subscribers to maintain contact with family, friends, employers, healthcare providers, educators and public safety officials, including during times

where audible communications are not ideal. To this end, the Company's "Unbundled Voice Plan" includes unlimited voice and unlimited text features that make it the best unbundled voice plan available to California LifeLine subscribers.

The Company's "Unlimited Smartphone Plan" and "Homework Gap Plan" also include unlimited voice and unlimited text with these same features that extend the services beyond U.S. borders and include increasingly popular picture messaging.

Moreover, central to its mission in California, New TAG Mobile is committed to helping LifeLine subscribers access the powerful resources of the Internet, consistent with state and federal broadband initiatives. For this reason, the Company's service offerings include at least two market-leading "free" plans with substantial data, tailored for different users' particular needs and preferences.

The Company's "Unlimited Smartphone Plan" with unlimited voice, unlimited text, and unlimited smartphone data is groundbreaking in that it will provide California LifeLine subscribers with an unprecedented level of access and connectivity unlocking the full potential of mobility by enabling smartphone data usage on an unlimited basis and coupling that unique service offering with the unlimited voice and unlimited text capabilities that include picture messaging and included international features not common to many of our competitor's California LifeLine plans. This plan will come with a free smartphone with a five inch or larger screen. Subscribers may purchase the ability to tether other devices to this plan for \$5.

The Company's "Homework Gap Plan" with unlimited voice, unlimited text, and 10 GB data for use with Internet-enabled tablets or hotspots is the first of its kind proposed for California LifeLine as it comes with a free tablet (nine inch or larger screen) or hotspot instead of a smartphone and is expressly designed to support broadband Internet access through devices which are more easily used for remote learning applications. The tablets distributed with this offer will be Wi-Fi capable, enabling even more data usage and additional cellular data is available for purchase at refill rates that deliver compelling value.

These options provide subscribers with access to the vast wealth of information available online as well as the ability to more effectively be, and remain, in contact with family members and friends, including those who cannot safely or practicably be visited, current (and prospective) employers, health care providers, educators, government and emergency services, and community organizations and institutions. The Company's generous data offerings respond to consumers' urgent need to participate both in remote work arrangements and in variations of all-remote, hybrid-learning and in-class arrangements for students. For the many unemployed California consumers, with public Internet access resources (*e.g.*, community centers and libraries) frequently shut down due to COVID-19 or for natural disaster-related causes, robust data and voice offerings are critical to securing new employment while accessing social service benefits and resources. In recognition of this desperate need for more, and more equitably distributed, access to broadband, the Company through its parent, Vector will donate 1,000 Internet-capable tablets for California students in need of devices to facilitate distance learning.

Second, New TAG Mobile will make a serious and substantial commitment to connect more eligible Californians in more places to the LifeLine program. The Company is willing to condition approval of the Transaction on its commitment to spend no less than \$1,000,000 per year for three years on online and community-based marketing to ethnic, disadvantaged and rural communities where eligible Californians may reside. This marketing may include outreach through trusted community based organizations. To effectively reach California's diverse population, the Company is committed to support outreach and customer care in each of the languages most commonly spoken in the state, including English, Korean, Japanese, Spanish, Chinese (Mandarin and Cantonese), Russian, Tagalog and Vietnamese.. New TAG Mobile also is committed to expand distribution beyond in-person enrollment at mobile application and enrollment events, to include online and retail store kiosk-based application and enrollment. These new distribution methods will enable the Company to focus its distribution on ethnic, disadvantaged and rural communities where LifeLine-eligible residents may not yet be aware of LifeLine. At this time, it is New TAG Mobile's intention to focus its online distribution and marketing efforts on non-urban areas presently underserved by California ETCs that focus on the state's large urban centers. New TAG Mobile's affiliate Q Link has used such a strategy and it has resulted in a LifeLine subscriber base that is currently 66 percent non-urban.

Consistent with its goal to get more eligible Californians connected to LifeLine in more areas of California, New TAG Mobile also is willing to condition approval of the Transaction on its commitment to enroll no fewer than 100,000 California LifeLine subscribers per year for three years.

Third, New TAG Mobile recognizes that exceptional customer service is key to successful and effective provision of communications services and the Company is invested in ensuring that its California LifeLine subscribers will be fully satisfied with the Company's level of support. New TAG Mobile's operating plan is to engage with customers and prospective customers where they live and work and log on, utilizing on-the-ground/in-person outreach as does TAG Mobile today and adding retail store kiosks and a robust online presence and outreach. Customers needing to obtain information, assistance or to make a purchase may do so online, at a kiosk, through an app, or by calling customer service. As indicated above, support will be provided in each of the languages most commonly spoken in the state, including English, Korean, Japanese, Spanish, Chinese (Mandarin and Cantonese), Russian, Tagalog and Vietnamese. The bottom line is that New TAG Mobile seeks to make LifeLine services accessible to eligible low-income residents throughout the State of California, both at the point of application and enrollment and for the duration of the subscribers' relationship with the Company. In addition, the Company plans to periodically engage its Lifeline subscribers with relevant information and offers to enable an even greater level of service and a more satisfying customer experience for each LifeLine household.

IX. COMPLIANCE WITH GENERAL ORDER 153

New TAG Mobile commits to compliance with the wireless service requirements set forth in General Order No. 153, as revised by the California LifeLine Decision²⁶ and any subsequent Commission decisions.

1. The provider must offer participants the ability to place and receive voice-grade calls over all distances utilizing the public switched telephone network or successor network.

a) The provider must, at a minimum, enable calls to be sent and received within a local exchange or over an equivalent or larger-sized local calling area.

New TAG Mobile will provide LifeLine customers in California with all-distance wireless service using the underlying network of T-Mobile. Subscribers will be able to send and receive calls within the applicable coverage area nationwide without incurring any form of toll charges.

b) The provider must provide a voice-grade connection to the public switched telephone network or successor network.

As discussed, the Company will provide wireless service relying upon the network of T-Mobile, a nationwide wireless provider with established call quality. As a result, California LifeLine subscribers will be provided with a voice-grade connection to the public switched telephone network.

c) The provider must disclose to each participant before activating service that they are entitled to a voice-grade connection and the conditions under which the participant may terminate service without penalty if one cannot be provided.

As part of the disclosures that New TAG Mobile will provide to its California LifeLine subscribers, the Company will explain that customers are entitled to a voice-grade connection and will describe the circumstances under which a subscriber may terminate service without penalty if a voice-grade connection cannot be provided.

d) If at any time, a participant fails to receive a voice-grade connection and notifies the provider, the provider is required to: (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using a different technology if offered by the provider and if the participant agrees; or (3) allow the participant to discontinue service within 14 days of service activation without incurring early termination fees, if applicable. The provider shall also refund in full any applicable service connection charges and deposits if a participant terminates service within three days of service activation, excluding national holidays. These rules also

²⁶ California LifeLine Order, Attachment D, App. A-2 (revising the GO 153 Basic Service Elements list for wireless service providers).

do not preclude the participant from terminating service for any reason within 14 days of service activation without incurring early termination fees. Nothing in these rules alters or modifies the service obligation of a COLR to ensure continuity and functionality of basic service within the residence.

The Company commits to comply with state law and Commission requirements regarding provision of a voice-grade connection to LifeLine subscribers. In the event that a New TAG Mobile California LifeLine customer does not receive a voice-grade connection and notifies the Company of this issue, New TAG Mobile will take steps to restore the voice-grade connection promptly. If that is not possible, New TAG Mobile will provide telephone service to that customer using a different technology provided (i) such alternate technology is offered by the Company in California at the time and (ii) the subscriber agrees. If a voice-grade connection cannot be established and if New TAG Mobile does not offer service via an alternate technology – or if the subscriber declines service through an alternate technology – the Company will assist the subscriber in discontinuing service. There will be no penalty for this discontinuance as New TAG Mobile does not charge early termination fees. The Company also does not collect service connection charges and security deposits from California LifeLine subscribers.

2. The provider must provide free, unlimited access to 9-1-1 emergency services, in compliance with current state and federal laws and regulations.

a) Each provider must provide its potential and existing customers information regarding its 9-1-1 emergency services, in compliance with current state and federal laws and regulations.

New TAG Mobile's services, LifeLine and non-LifeLine, will fully comply with federal and state requirements regarding access to 9-1-1 emergency services. Customers may access 9-1-1 at no charge. Consistent with the California LifeLine Order, the Company's terms and conditions and California customer disclosure materials will discuss access to emergency services using New TAG Mobile's wireless service.

3. The provider shall offer a choice of: 1) a California LifeLine plan with 1,000 or more voice minutes, and may include domestic messaging; or 2) a California LifeLine plan with 501 to 999 voice minutes, and may include domestic messaging.

As described in the proposed rate schedule appended as **Attachment 1**, New TAG Mobile proposes to offer the following LifeLine service plans in California:²⁷

²⁷ These offers have been designed contingent upon receipt of the current \$14.85 SSA and \$39 activation fee reimbursement (when available pursuant to current PUC rules) combined with federal Lifeline support.

LifeLine Plan	Monthly Discounted Rate
“Unlimited Smartphone Plan” with unlimited voice, unlimited text (SMS and MMS), and unlimited smartphone data	\$0.00
“Homework Gap Plan” with limited voice, unlimited text (SMS and MMS), and 10 GB data for use with a tablets or hotspot; ²⁸	\$0.00
“Unbundled Voice Plan” with unlimited voice and unlimited text (SMS and MMS)	\$0.00

4. The provider must abide by the following additional billing provisions.

- a) The provider must offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements, and is not bundled with any video or data services. The provider may offer added features and/or enhanced service elements without additional charge(s).**

New TAG Mobile will offer at least one LifeLine plan that meets or exceeds California LifeLine service elements and is not bundled with video or data services. This plan, as with all of New TAG Mobile’s plans, will include caller ID, voicemail, call waiting, call forwarding and three-way calling at no additional charge.

- b) The provider shall apply the applicable California LifeLine discount to the participant’s selected plan.**

As will be made clear in the Company’s terms and conditions, related customer disclosures and the draft rate schedule that New TAG Mobile is filing with the Commission, the Company will apply the applicable California LifeLine discount to any qualifying plan selected by its LifeLine customers in California.

- c) The California LifeLine eligible plans may be offered on a pre-paid or post-paid basis.**

The Company will offer its LifeLine services on a “free”/discounted post-paid basis (with reimbursement coming after provision of service during the prior month) and other retail services, including refills, on a prepaid basis. This also will be made clear in related customer disclosure materials and in the rate schedule that New TAG Mobile will file with the Commission.

²⁸ This plan is designed for use with an Internet-enabled tablet or hotspot, which New TAG Mobile will provide free of charge to a subscriber in lieu of a smartphone.

- d) **The provider must offer California LifeLine discounted services on a non-discriminatory basis to any customer residing within the service territory where the provider offers retail wireless telephone services. The provider must only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.**

New TAG Mobile will offer all of its services to eligible consumers on a nondiscriminatory basis, pursuant to federal and state laws. The Company's LifeLine services will be provided only to prospective subscribers that are approved as eligible by the California LifeLine Administrator.

- e) **The provider shall not require contracts lasting more than two years for participants; and the terms must be comparable to the provider's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.**

New TAG Mobile will not require contracts from its LifeLine or non-LifeLine customers. As discussed above, the Company believes that low-income consumers benefit from the ability to obtain quality wireless service without contract commitments or credit checks.

- f) **The provider may add features and/or enhanced services as part of its California LifeLine offerings if they meet or exceed the California LifeLine minimum standards set by the CPUC. Nothing in these rules alter or modify the obligation of the provider to offer at least one plan that meets or exceeds the minimum service elements, and is not bundled with any video or data services.**

New TAG Mobile service plans that qualify for offering within the California LifeLine program will include standard features and, in most cases, will include an amount of data. The Company nonetheless commits to offer California consumers at least one LifeLine service plan that meets or exceeds minimum California LifeLine standards and is not bundled with video or data services.

- g) **The provider must allow participants to purchase additional voice minutes at the lowest rate that is offered to its retail customers for comparable plans with similar services and/or features.**

New TAG Mobile will offer its refill packages to LifeLine customers at rates that are the same or better than those offered to non-LifeLine customers.

- h) **The provider may offer plans that cease phone operation when all of the allotted minutes are used. The provider shall provide participants an option to purchase additional minutes. The provider must prominently disclose the charges, terms, and conditions associated with the purchase of additional minutes.**

New TAG Mobile will offer LifeLine plans that include unlimited voice calling.

- i) **The provider shall not assess a fee to participants for paying their bills in person by cash, check or other form of payment.**

New TAG Mobile will not assess any type of fee upon purchases based upon the customer's method of payment.

- j) **The provider shall not assess a restocking fee to participants for devices returned within three days of service activation.**

The Company agrees that it will not apply a restocking fee for devices returned within three days of service activation.

5. **All handsets shall be available to participants on the same basis as the provider's retail customers.**

New TAG Mobile will make available to its California LifeLine customers the full range of handsets that it offers to retail customers in California. A Wi-Fi capable smartphone handset will be provided to new LifeLine customers at no charge;²⁹ however, any Company LifeLine customer that wishes to purchase a different handset from among the selection available to New TAG Mobile's California retail customers may do so at rates that are the same or better than those offered to retail non-LifeLine customers.

6. **The provider must offer access to California Relay Service pursuant to Public Utilities Code § 2881 for deaf or hearing-impaired persons or individuals with speech disabilities.**

Consistent with federal and state laws, the Company will offer access to California Relay Service for deaf or hearing-impaired persons or individuals with speech disabilities.

7. **The provider must provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services related charges inadvertently or mistakenly incurred, or without authorization.**

New TAG Mobile will provide free blocking of calls to 900/976 information services to all customers and will accord each subscriber a one-time free billing adjustment for 900/976 information services-related charges that were incurred inadvertently, mistakenly or without authorization.

8. **The provider must provide access to operator services commensurate to its retail customers. The provider must disclose any charges or fees associated with using operator services.**

New TAG Mobile's California LifeLine subscribers will have the same access to operator services as will be provided to New TAG Mobile's California non-LifeLine subscribers. The charges or fees associated with use of operator services will be fully disclosed to

²⁹ As noted above, the TAG Mobile customers that are transferred to New TAG Mobile at closing will be expected to bring their current device, but may purchase a new handset if and when they choose to do so.

LifeLine customers. At this time, New TAG Mobile does not apply an additional charge for calls to operator service.

9. **The provider shall prominently disclose and disseminate terms and conditions, including their rates and fees, the charges, terms, and conditions associated with purchasing additional minutes, 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038, potential service coverage and service quality issues, safety related considerations when handsets are removed from the home and when there is poor mobile reception, any charges associated with calling 800 or 800-like toll-free services, and the device's condition if refurbished, the device's applicability on other provider's wireless networks if the participant switches providers, and power back-up requirements for the system that supports California LifeLine wireless service including limitations due to power for equipment on towers or other facilities, e.g. that wireless telephone service may not work if the tower the wireless handset is trying to reach loses commercial or backup power. Additional disclosures must include the entitlement to a voice grade connection, the conditions under which the participant may terminate service without penalty, the charges or fees associated with using operator services, and the impact of terminating wireless service for contracts lasting more than one year, e.g., the consumer will be subject to the retail rates charged by the service provider and any applicable early termination fees.**

New TAG Mobile understands the scope of customer disclosures that are required by the Commission and commits to provide these to its California subscribers in an effective manner. The Company provides a draft set of disclosures as part of its proposed terms and Conditions in **Attachment 2**. These disclosures will be provided to customers at the time of enrollment and will be made available on the Company's website as well.

10. **The provider must provide access to local directory assistance.**

New TAG Mobile provides all of its customers with access to local directory assistance (4-1-1). No additional charge will be applied for calls to 4-1-1.

11. **The provider shall offer and file a schedule of California LifeLine service rates and charges.**

The Company appends, as **Attachment 1**, a draft schedule of its proposed California LifeLine service rates and charges. Following approval of the Transaction and at such time (prior to or concurrent with closing), as Staff may deem appropriate, New TAG Mobile will formally submit its schedule consistent with Commission procedures.

12. **The provider must provide access to 800 or 800-like toll-free services and provide a full disclosure to the participant concerning how charges for 800 or 800-like toll-free**

New TAG Mobile will offer LifeLine plans that include unlimited voice calling.

- 13. The provider must provide free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to the provider's customer service shall not count against the participant's allotted voice minutes or number of calls.**

All of the Company's customers will have unlimited access to customer service representatives (CSRs) – with respect to California LifeLine, other service issues, billing inquiries, repair requests and related concerns – by calling 611 from their handset or by calling (888) 705-1824 or (866) 959-4918 (the former customer service number for TAG Mobile) or by sending a fax to (888) 705-2824. No charges will be assessed for such calls and no minutes will be deducted.

- 14. The provider must provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine was originally sold or marketed. Calls to the provider's customer service shall not count against the participant's allotted voice minutes or number of calls.**

New TAG Mobile will provide its California LifeLine customers with free, unlimited access to CSRs through calls to 611. The Company's call centers will be fully staffed with CSRs that are fluent in each language in which New TAG Mobile will originally sell or market LifeLine services in California. At this time, the Company anticipates that it will market and sell LifeLine services in California in Spanish, Spanish Creole, Chinese (Mandarin and Cantonese), Tagalog and Vietnamese, as well as in English at a minimum.

- 15. The provider must provide free access to Toll-Blocking Service.**

The Company proposes to provide all-distance domestic services, which do not differentiate between local and long distance calling and do not apply toll charges. Consequently, there will be no need for toll-blocking service. In the event that New TAG Mobile should offer services to which toll charges apply, the Company will provide free access to toll-blocking service.

- 16. The provider must provide free access to Toll-Control Service, but only if (i) the California LifeLine Service Provider is capable of offering Toll-Control Service, and (ii) the California LifeLine subscriber has no unpaid bill for toll service.**

As noted, New TAG Mobile's wireless service will not differentiate between local and long distance calling and toll charges will not apply. As a result, there will be no need for toll-control service; however, if in the future, New TAG Mobile offers services to which toll charges apply, the Company will provide free access to toll-control service provided it has the capability to do so and the LifeLine subscriber has no unpaid bill for toll service.

- 17. The provider must provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.**

Consistent with state law, New TAG Mobile will provide customers that are Deaf and Disabled Telecommunications program participants or teletypewriter users with access to two California LifeLine discounted lines.

- 18. The provider must provide free access to the California Relay Service via the 711 abbreviated dialing code.**

The Company will provide its California subscribers with access to the California Relay Service via the 711 code at no charge.

- 19. The provider must provision access to public safety N11s (211, 311, 511, 711, 811 and 911). The provider must provide free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California LifeLine eligible plans with 1,000 or more voice minutes. Calls to these special service N11s shall not count against the participant's allotted voice minutes or number of calls. Only the call to the 711 relay service is required to be free and not counted against minutes, not the associated call made using the 711 relay service. Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data.**

New TAG Mobile will provide California LifeLine customers with free access to public safety N11s (211, 311, 511, 711, 811 and 911).

- 20. The provider must provide free, unlimited access to 611 for service provider billing and repair services. Calls to 611 shall not count against the participant's allotted voice minutes or number of calls.**

All New TAG Mobile customers are provided with free unlimited access to customer service (including service plan information, billing inquiries and repair requests) by dialing 611.

- 21. The provider must provide access to 411, and disclose charges and conditions associated with 411 access and information.**

The Company's California LifeLine customers are all provided with access to directory assistance (411). The terms, conditions and charges associated with 411 access by customers are disclosed in the Company's filed rate schedule and customer disclosure materials. No additional charge will be applied for calls to 411.

X. VERIFICATION OF LIFELINE PROGRAM ELIGIBILITY (GO 153 COMPLIANCE)

- New TAG Mobile will comply fully with the eligibility certification and verification procedures required for participation in the California LifeLine Program in accordance with the rules of this Commission. These rules include GO 153, as revised by the California LifeLine Order.
- New TAG Mobile proposes to avail itself of the Commission's decision to exempt prepaid wireless services from the pre-qualification requirement for new LifeLine subscribers.³⁰

³⁰ See California LifeLine Order at ¶ 4.19.

The Company will work through the California LifeLine Administrator to enroll and determine the eligibility of a prospective subscriber to participate in the California LifeLine program. All eligibility rules and validation checks will be satisfied and all required information provided to enable the Administrator to properly determine the potential subscriber's eligibility. New TAG Mobile understands that California LifeLine support will begin only after the Administrator has notified the Company that a prospective subscriber is approved.

XI. REGULATORY FEES AND REPORTS

New TAG Mobile understands its obligations regarding the remittance of CPUC User Fees and public purpose program surcharges. The Company will submit, in a timely manner, any federal, state and local taxes, fees and surcharges applicable to its LifeLine services, as well as associated reports and documentation. Further, New TAG Mobile will file all required FCC and USAC reports/filings, and, as required, will provide copies to the Commission.

Attachments

1	Proposed LifeLine Plans and Associated Rate Schedules
2	Proposed Terms and Conditions
3	Privacy Policy
4	Broadband Transparency Disclosure
5	Accessibility Policy
6	TAG Mobile's Approved FCC Lifeline Compliance Plan and FCC Public Notice Proposed (Updated) FCC Lifeline Compliance Plan for New TAG Mobile
7	Illustrative LifeLine Advertising

Exhibit H
ATTACHMENT 1

Proposed LifeLine Plans and Associated Rate Schedules

Attachment 1

	CALIFORNIA LIFELINE Unbundled Voice Plan	CALIFORNIA LIFELINE “Unlimited Smartphone Plan” Unlimited Voice, Texts and Smartphone Data	CALIFORNIA LIFELINE “Homework Gap Plan” Unlimited Voice, Unlimited Text with 10 GB Tablet or Hotspot Data
Regular Rate	\$30.00	\$45.00	\$45.00
Federal Lifeline Discount	\$9.25	\$9.25	\$9.25
California Lifeline Discount	\$14.85	\$14.85	\$14.85
Additional Company Discount	\$5.90	\$20.90	\$20.90
Monthly Discounted Rate to Consumer	\$0	\$0	\$0
Number of Minutes	Unlimited Domestic U.S. and to Mexico, China, Hong Kong, South Korea, Canada and approximately 60 other countries ¹	Unlimited Domestic U.S. and to Mexico, China, Hong Kong, South Korea, Canada and approximately 60 other countries ¹	Unlimited Domestic U.S. and to Mexico, China, Hong Kong, South Korea, Canada and approximately 60 other countries ¹
Text Messages	Unlimited SMS and MMS Domestic U.S. and to Mexico and Canada	Unlimited SMS and MMS Domestic U.S. and to Mexico and Canada	Unlimited SMS and MMS Domestic U.S. and to Mexico and Canada
Data	None	Unlimited Smartphone Data	10 GB Tablet or Hotspot Data
Applicable Taxes, Fees, and Surcharges	Included		

¹ The Global Connect Plan is included at no charge, providing unlimited calling to a select group of roughly 65 countries (approx. 35 include landline recipients only). A list of the covered countries is appended at the end of these charts.

Attachment 1

	CALIFORNIA LIFELINE Unbundled Voice Plan	CALIFORNIA LIFELINE “Unlimited Smartphone Plan” Unlimited Voice, Texts and Smartphone Data	CALIFORNIA LIFELINE “Homework Gap Plan” Unlimited Voice, Unlimited Text with 10 GB Tablet or Hotspot Data
California LifeLine Taxes, Fees, and Surcharges Exemption	Included		
Per Minute/Message Fee for Additional Minutes/Messages	N/A		
Fee for Additional Data	\$1 – 200 MB (expires in 30 days) \$5 – 1 GB (expires in 30 days) \$10 – 2 GB (expires in 30 days) \$20 – 4 GB (expires in 90 days) \$25 – 5 GB (expires in 90 days) \$30 – Unlimited (expires in 30 days)		
Fee for Calling 911 or Customer Service 611, 888- 705-1824 or (866) 959-4918; fax 888-705-2824	No charge		
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, and 811)	No charge		
Fee for Calling 411	No charge		
Fee for Calling Directory Assistance	No charge		
Fee for Calling Operator Services	No charge		

Attachment 1

	CALIFORNIA LIFELINE Unbundled Voice Plan	CALIFORNIA LIFELINE “Unlimited Smartphone Plan” Unlimited Voice, Texts and Smartphone Data	CALIFORNIA LIFELINE “Homework Gap Plan” Unlimited Voice, Unlimited Text with 10 GB Tablet or Hotspot Data
Regular Activation or Service Conversion Fee	\$39	\$39	\$39
Discounted Activation or Service Conversion Fee	\$0	\$0	\$0
Device Fee	\$0 smartphone	\$0 smartphone	\$0 hotspot or tablet
Restocking Fee	None (Handsets are mailed in a box with a self-addressed, pre-paid label for return.)		
Deposit	None		
Early Termination Fee	None		
Nationwide Domestic Long Distance	Included		
Caller ID	Included		
Call Waiting	Included		
Call Forwarding	Included		
Voicemail	Included		
3-way Calling	Included		
900/976 Blocking	No charge		
Rollover Unused Minutes/Text Option	N/A	N/A	N/A
Contract Needed	No		
Credit Check Needed	No		

Attachment 1

Service/Feature Name	Service/Feature Definition	Regular Service/Feature Rate and Charge	Service/Feature Restrictions
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls.	\$0.00	None.
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate.	\$0.00	None
Caller ID	A feature that provides incoming caller identifying information, to include the caller phone number, and when available the name associated with the calling phone number to your handset.	\$0.00	None
3-Way Calling	A feature that allows you to add a second outgoing call to an already connected call	\$0.00	None.
Voicemail	A feature that lets a caller leave a message or access other available options if a line is busy or not answered.	\$0.00	None.
Toll Blocking	N/A		
International Long Distance Blocking	International calling is blocked unless enabled as part of the included (free of additional charge) Global Connect plan (see below under International) or by purchase of World Link international calling card/plan. ²	\$0.00	Calls to enabled countries (and recipient lines) are not blocked.
900 / 976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	None.
Local Calls	Any call, text message or other connection made to a location in a subscriber's local calling area.	\$0.00	Voice calls and SMS/MMS texts to the U.S., Canada and Mexico are included.
Long Distance	N/A		

² The World Link international calling plan (30-day service) is available for purchase in \$3, \$5 and \$10 increments. The list of countries that may be called using this plan will be posted at [New TAG Mobile url].

Attachment 1

Service/Feature Name	Service/Feature Definition	Regular Service/Feature Rate and Charge	Service/Feature Restrictions
International	The Global Connect Plan provides unlimited calling to a select group of roughly 65 countries (approx. 35 include landline recipients only). A list of the covered countries is appended at the end of these charts.	\$0.00	None
211 - Information Referral Service	Information referral service.	\$0.00	None.
311 - Government Information	Non-emergency government service information.	\$0.00	None.
411 - Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings.	\$0.00	None.
511 - Transportation Information	Non-emergency government service information.	\$0.00	None.
611 - Customer and Repair Service	Customer service and repair information.	\$0.00	None.
711 - TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	None.
811 - Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	None.
911 - Emergency Services	Emergency call number based on location information available.	\$0.00	None.
0 - Operator Services Live	Live Operator.	\$0.00	None.
0 - Operator Services Automated	Automated Operator.	\$0.00	None.

Attachment 1

Service/Feature Name	Service/Feature Definition	Regular Service/Feature Rate and Charge	Service/Feature Restrictions
Deaf/Disabled Second Line Service	Second line available to deaf and disabled California LifeLine Subscribers.	\$9.25	Note: Available to qualified deaf or disabled California LifeLine Subscribers only. Second line is only eligible to receive California LifeLine subsidy and is not eligible to receive federal Lifeline subsidy.

Global Connect International Calling Plan Country List (subject to change)
Attachment 1

Country	Landline Recipients	Cellular Recipients		Landline Recipients	Cellular Recipients
Andorra	Yes		Macao	Yes	
Argentina	Yes		Malaysia	Yes	Yes
Australia	Yes	Yes	Malta	Yes	Yes
Bermuda	Yes	Yes	Mariana Islands	Yes	Yes
Brazil	Yes		Martinique	Yes	
Brunei	Yes		Mexico	Yes	Yes
Canada	Yes	Yes	Mongolia	Yes	Yes
Chile	Yes		Monaco	Yes	
China	Yes	Yes	Morocco	Yes	
Colombia	Yes	Yes	Namibia	Yes	
Costa Rica	Yes		New Zealand	Yes	
Croatia	Yes		Norway	Yes	Yes
Cyprus	Yes	Yes	Paraguay	Yes	
Czech Republic	Yes		Peru	Yes	
Denmark	Yes	Yes	Poland	Yes	
Estonia	Yes		Portugal	Yes	
France	Yes		Puerto Rico	Yes	Yes
French Guiana	Yes		Reunion Island	Yes	Yes
Germany	Yes	Yes	Romania	Yes	Yes
Gibraltar	Yes		Russia	Yes	
Greece	Yes		San Marino	Yes	
Guadeloupe	Yes		Singapore	Yes	Yes
Guam	Yes	Yes	Slovakia	Yes	
Hong Kong	Yes	Yes	South Korea	Yes	Yes
Hungary	Yes		Spain	Yes	
Iceland	Yes	Yes	Swaziland	Yes	
India	Yes	Yes	Sweden	Yes	Yes
Ireland	Yes	Yes	Switzerland	Yes	
Israel	Yes	Yes	Taiwan	Yes	
Italy	Yes		Thailand	Yes	Yes
Japan	Yes		Turkey	Yes	
Kazakhstan	Yes		United Kingdom	Yes	Yes
Indonesia	Yes		US Virgin Islands	Yes	Yes
Luxembourg	Yes	Yes	Venezuela	Yes	

Exhibit H
ATTACHMENT 2

Proposed Terms and Conditions

Note: This draft is a new document. After the approval of the application and transfer of website has occurred, these terms will be placed on the Tag Mobile website

Terms and Conditions

“TAG Mobile” or “we,” “us” or “our” means TAG Mobile Bankruptcy Sale Entity LLC d/b/a Tag Mobile. “You,” “your,” “applicant,” “customer,” “subscriber,” “participant,” and “user” means an account holder or authorized user of our Services or Devices. “Services” means voice telephony (“talk”), text messaging (“text”), broadband Internet access services (“data”), and any other services provided to you by TAG Mobile, including federal and state Lifeline services and prepaid wireless service. “Device” means any phone, smartphone, accessory, or other device provided or sold to you by TAG Mobile or that you activate or use with our Services. “Underlying carrier” means the wireless provider whose facilities we use to provide you the Services.

PLEASE READ THESE Terms and Conditions carefully and make sure you understand each provision as they contain important information about your legal rights and the Services we provide to you. These Terms and Conditions: (1) require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions; (2) limit our liability and the remedies available to you in the event of a dispute; (3) permit us to terminate, suspend, modify, or limit your Services at any time, without prior notice, and for any reason, including your violation of these Terms and Conditions; and (4) reserve our right to modify these Terms and Conditions at any time, in our sole discretion, and with limited notice requirements. Most modifications are binding on you once posted on the TAG Mobile website, which you should check regularly for updates. These Terms and Conditions also describe our and your obligations under the Federal Lifeline Program. CALIFORNIA RESIDENTS SHOULD READ THE INCLUDED CALIFORNIA LIFELINE PROGRAM SUPPLEMENTAL TERMS AND CONDITIONS IN SECTION 11. If you disagree with any item contained herein, please do not initiate Services with TAG Mobile or contact us immediately to terminate your Services by calling TAG Mobile Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824 .

These Terms and Conditions are an agreement between you and TAG Mobile (the “Agreement”). The Agreement governs all the Services and Devices provided to you by TAG Mobile, including Lifeline-supported service, but additional terms and conditions may apply to Devices or the content and applications you can access using the Services. The complete Agreement between you and TAG Mobile consists of:

- (1) these Terms and Conditions, including the Acceptable Use Policy and the binding arbitration clause;
- (2) any terms of service associated with your selected Service Plan;
- (3) the TAG Mobile Privacy Policy, available at www.tagmobile.com
- (4) the TAG Mobile Broadband Transparency Disclosure, available at www.tagmobile.com
- (5) the TAG Mobile Accessibility Policy; and

(6) any other policies or documents incorporated herein or therein by reference.

You acknowledge and accept that this Agreement begins when you: (a) initiate, enroll in, or subscribe to the Services; (b) use or attempt to use the Services; (c) pay for the Services; (d) upgrade or modify the Services, (e) start any application, program, or software that states you are accepting this Agreement, or (f) accept the Services or Agreement through any written, oral, or electronic statement or signature. This Agreement continues until we or you terminate your Services. You must be 18 years or older to subscribe to the Services. We may deny requests to subscribe to our Services for any lawful reason.

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1. FEDERAL LIFELINE PROGRAM

1.1. Program Description

Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company (“USAC”). The federal Lifeline program provides a \$9.25 per month discount on communications services for eligible consumers, including voice calls, text messages, and broadband Internet access services. Additional discounts may be available through state Lifeline programs. Discounts are applied to the retail cost of the TAG Mobile Lifeline Service Plans (discussed in Section 2) for eligible TAG Mobile subscribers.

1.2. Application Process

To request enrollment in TAG Mobile’s Lifeline-supported services, you must complete a Lifeline service application. The application requires that you certify, under penalty of perjury, that you understand and agree to the laws, regulations, and other requirements for receiving Lifeline services, which are described in this Section 1. By completing an application, you consent to TAG Mobile or its representatives assisting you with applying for Lifeline services or doing so on your behalf, accessing any records required to verify your eligibility for the Lifeline program, and releasing any information (e.g., name, telephone number, address, and eligibility information) necessary to process your application or for administration of Lifeline services to federal and state government entities, USAC, or other administrators of the Lifeline program. Failure to consent will result in denial of Lifeline services. This consent is ongoing while you are a TAG Mobile Lifeline subscriber and survives any termination of this Agreement.

1.3. Eligibility

You may qualify for Lifeline services if you meet certain eligibility requirements. For the federal Lifeline program, these requirements are determined by federal regulation. For state-specific Lifeline programs, eligibility requirements vary by state. These state and federal eligibility requirements include program-based eligibility or income-based eligibility. You must also be at least 18 years old (unless you are an emancipated minor) and must not be listed as a dependent on another person’s tax return (unless over the age of 60). Eligibility is typically determined when applicants are enrolled in federal and state eligibility databases. Where eligibility cannot be determined through such databases, we may require you to provide documentation as evidence of your eligibility. Acceptable documentation is determined by USAC and state third-party administrators and will be explained to you when such documentation is requested.

Program-Based Eligibility – TAG Mobile subscribers may qualify for program-based eligibility if they participate in one or more of the following programs:

- a) Programs applicable to all subscribers:

1. Supplemental Nutrition Assistance Program (SNAP)
2. Section 8 Federal Public Housing Assistance (FPHA)
3. Medicaid (not Medicare)
4. Supplemental Security Income (SSI)
5. Veterans and Survivors Pension Benefit

b) Additional programs applicable to subscribers residing on Tribal lands:

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

Income-Based Eligibility – You may qualify for income-based eligibility if your total gross income is at or below 135% of the Federal Poverty Guidelines. For purposes of federal regulations, “gross income” means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code.

1.4. One Per Household Rule

Under federal law, only one Lifeline discount is permitted per household, which may be applied to wireless or landline service. A household is any individual or group of individuals who live together at the same address and share income and expenses. Separate households that live at the same address are eligible, including, for example, residents of homeless shelters and nursing homes. A household is not permitted to receive Lifeline benefits from multiple providers, but you may transfer your Lifeline benefit from another provider to TAG Mobile.

1.5. Service Address

TAG Mobile’s Lifeline service is only available to applicants who reside in the areas in which TAG Mobile has been designated as an Eligible Telecommunications Carrier (“ETC”). To receive Lifeline service through TAG Mobile, an applicant’s primary and permanent residential address must be within TAG Mobile’s ETC service area. Applicants cannot apply for Lifeline service using a second home or business addresses. If you move to a new address, you must provide that new address to TAG Mobile within 30 days of moving. Applicants can check whether TAG Mobile Lifeline service is available where they reside on the TAG Mobile website, at www.tagmobile.com.

1.6. Annual Recertification

Lifeline subscribers are required to recertify, on an annual basis, that the subscriber continues to meet eligibility requirements and other qualifications to receive Lifeline services. Actual recertification is typically conducted or facilitated by USAC or state third-party administrators, but TAG Mobile may send you text messages reminding you to complete your recertification.

Where recertification is not completed by Lifeline administrators, TAG Mobile may conduct recertification and may require you to submit evidence to show that you continue to be eligible and meet all other qualifications. In such instances, TAG Mobile determines, in its sole discretion, if a subscriber meets the annual recertification requirements and may continue receiving Lifeline service. If a subscriber fails to recertify within 30 days or no longer meets eligibility requirements or other qualifications, whether determined by an administrator or TAG Mobile, the subscriber will be de-enrolled from the Lifeline program and you may lose your phone number. If you are de-enrolled because you failed to complete the annual recertification, you may reactivate your TAG Mobile Services by either re-enrolling in the TAG Mobile Lifeline Program (if eligible) or purchasing non-Lifeline talk, text, and data allotments. Upon reactivation of your phone, you may be assigned a new phone number.

1.7. Ongoing Eligibility Verification

You must notify TAG Mobile within 30 days if for any reason you no longer satisfy the criteria for receiving Lifeline services, including if (1) you no longer meet the income-based or program-based eligibility criteria, or (2) you or a member of your household begins receiving another Lifeline benefit. TAG Mobile may, at any time, conduct checks to verify that you continue to satisfy the criteria for receiving Lifeline service. If we determine that you no longer satisfy the criteria, we will de-enroll you from TAG Mobile's Lifeline service and deactivate your Services.

1.8. Non-Transferable and Non-Assignable

Under federal law, Lifeline service is non-transferrable and non-assignable, meaning that you cannot transfer or assign your Lifeline benefits, rights, or duties to any third party, including any individual that may be eligible to receive Lifeline service. You are also prohibited from selling, renting, or giving away your Device or in any way allowing another person (other than someone in your household) to use your Device.

1.9. Service Activation

Subscribers must personally activate their TAG Mobile Lifeline service by calling (888) 705-1824.

1.10. Usage Requirement

To maintain Lifeline service, FCC regulations required that subscribers use the service every 30 days, unless the subscriber has a regular billing and payment relationship with us. Subscribers can "use" the Services by: (1) completing an outbound call, sending a text message, or using data; (2) purchasing minutes or data from TAG Mobile to add to the subscriber's service plan; (3) answering an incoming call from a party other than TAG Mobile; or (4) responding to direct contact from TAG Mobile and confirming that the subscriber wants to continue receiving the Lifeline service. At or before 30 days of non-use, TAG Mobile will provide subscribers with notice that failure to use the Lifeline services within a 15-day notice period will result in de-enrollment. TAG Mobile may also send reminder text messages reminding a subscriber to use

the service. If a subscriber does not respond to the notice or use the service before the end of the 15-day notice period, TAG Mobile is required to and will de-enroll the subscriber from Lifeline service. If the subscriber does not re-enroll within 30 days of de-enrollment, his or her Service will be deactivated, except that the subscriber should be able to use his or her device to contact 911, provided it is charged and able to connect to a wireless network.

1.11. Fraud and Violation of Lifeline Rules

Providing false or fraudulent information to obtain or continue to receive Lifeline benefits is a violation of federal and state Lifeline laws and regulations. Violating or failing to follow any of the above requirements or limitations also constitutes violation of these laws and regulations. TAG Mobile may suspend or de-enroll you from receiving Lifeline-supported service if we suspect or determine that you have violated any Lifeline laws or regulations. You may also be subject to fines, imprisonment, or permanent ineligibility to receive Lifeline benefits in the future.

1.12. De-enrollment

In addition to de-enrollment for any of the reasons described above, you may request to be de-enrolled from Lifeline service for any reason and at any time by contacting TAG Mobile Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824. Upon de-enrollment, you may transfer your Lifeline benefit to another Lifeline provider. TAG Mobile complies with the FCC's rules regarding transferring Lifeline benefits. Additionally, a subscriber may be de-enrolled at the request of a federal or state government authority. Upon de-enrollment, subscribers will no longer have access to their Lifeline-supported services and may be required to re-qualify if they choose to enroll again in Lifeline service.

2. SERVICE PLANS

2.1. Service Plan Terms and Conditions

You must select a TAG Mobile Service Plan to access our Services. The Services will not operate when you do not have any talk, text, or data allotments, except as otherwise described in this Agreement. Service Plans describe the rates, terms, and talk, text, and data allotments. New TAG Mobile subscribers can select a Service Plan upon enrollment and existing subscribers can change their plan online at tagmobile.com or by contacting Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824. Service Plan changes are usually effective at the start of the next monthly service renewal date. To receive your monthly allotments, you must leave your Device powered on during the first ten (10) days of each month. If you do not receive your monthly allotments because your phone was not powered on during this period, please contact Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824. Service Plans last for a month and automatically renew on the same day of the month when you initiated your Service. Service Plans can be canceled at any time. Unused allotments expire on the last day of your monthly service term.

and will not carry over to the next monthly term unless specifically provided for by the Service Plan. If you use the full amount of talk, text, or data allotments prior to the end of a month, the Service associated that allotment will be suspended for the remainder of the month.

Suspensions may occur while you are engaged in calls, text communications, or data usage, in which case TAG Mobile is not responsible for any costs, losses, or damages caused by such interruptions, including to reestablish communications. You can purchase additional allotments, as described in Section 2.3. Talk, text, and data allotments have no cash value, are non-refundable, cannot be transferred to another TAG Mobile account or customer, and may not be exchanged, transferred, resold, redeemed, or substituted for cash, merchandise, or services. If you terminate your service, you will forfeit and are not entitled to a full or partial refund for any unused minutes, messages, or data.

2.2. Lifeline Service Plans

TAG Mobile offers the following Service Plans that eligible subscribers can choose to apply their Lifeline discount. Actual Service Plan availability, terms, and rates may vary by state and are subject to change at any time. Full details can be found on your state's dedicated page for current Lifeline Service Plan offerings, available at tagmobile.com

2.3. Refill Plans

TAG Mobile Lifeline subscribers who run out of monthly talk and data allotments can purchase Top-Up allotments. Non-Lifeline TAG Mobile subscribers can use our Services through pre-paid Refill plans. You can purchase Top Up/Refill allotments online or by contacting Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824 . All purchases of Top Up/Refill allotments are final and non-refundable. Notwithstanding the foregoing, TAG Mobile may, from time to time, provide refunds in its sole discretion. Unless otherwise noted, Top-Up/Refill allotments expire 30 days from activation and independently from monthly Lifeline allotments. Current Top-Up/Refill options are below, but actual availability, terms, and rates may vary by state and are subject to change at any time. Full details can be found on our website, at tagmbile.com.

3. DEVICES

3.1. Device Options and Functionality

Upon enrolling in the TAG Mobile's Lifeline service, you are eligible to receive a free Device from TAG Mobile to use with the Services. If you prefer, you can upgrade to higher grade device offered by TAG Mobile for an additional cost. You are also permitted to decline to receive a Device from TAG Mobile and to use your own Device. If you provide your own Device, you are responsible for ensuring your Device unlocked, compatible and does not interfere with our Services, and complies with all applicable laws, rules, regulations, and standards. Additionally, your Device cannot be reported as lost or stolen or associated with fraudulent activity. You are

also responsible for the maintenance of your Device and the purchase and maintenance of any additional hardware or software necessary to use your Device with our Services. Device models provided by TAG Mobile are selected at our sole discretion and comply with the FCC's minimum requirements for devices. TAG Mobile reserves the right to substitute or replace any Device provided by TAG Mobile with another TAG Mobile Device of comparable quality at any time. Devices provided by TAG Mobile will be delivered to your home address.

Not all Services are available with all Devices, on all networks, or at all times, and we do not guarantee the availability of all Services on all Devices. Your TAG Mobile Device can only be used with our Services and cannot be activated by or used on the network of any other wireless service provider. Additionally, your TAG Mobile Device is restricted from operating when you are located anywhere outside of the United States, Puerto Rico, the U.S. Virgin Islands, or Guam, including offshore or in international waters. Some functions and features referenced in the manufacturer's manual for your Device may not be available when using your Device with TAG Mobile's Services, whether the Device is provided by TAG Mobile or by you. Your TAG Mobile Device may have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Additionally, TAG Mobile may, from time-to-time remotely update or change your Device's software, applications, or programming, including the Device SIM card, without notice, to address security, safety, or other issues that impact our network or your Device. These changes will modify your Device and may affect or erase data you have stored on your Device, how you have programmed your Device, or how you use your Device. While your Device is receiving a software update, whether by our action or yours, you may be unable to use your Device in any manner until the software update is complete, including to contact 911 or other emergency services.

3.2. Defective Device Limited Warranty and Exchange Policy

TAG Mobile does not manufacture any Devices or equipment you may use with the Services, including Devices we may provide or sell to you. Accordingly, we are not responsible for any defects, acts, or omissions of the manufacturers. Your Device's manufacturer may provide you with a warranty directly or that we may pass through from the manufacturer to you. Additionally, if a Device or accessory shipped with a Device provided to you by TAG Mobile is defective, you have up to fourteen (14) days from the date you receive your Device to request that we exchange the defective Device or accessory with a new or refurbished item free of charge in accordance with the following limited warranty.

For the 14-day limited warranty period, TAG Mobile warrants to you that any Device provided to you by TAG Mobile is free from defects in material and workmanship that may result in failure during normal usage, according to the following Terms and Conditions of Service:

1. The limited warranty for the Device begins on the date you receive the Device and expires on the fifteenth (15th) day following that date.
2. The limited warranty extends only to the original TAG Mobile Subscriber.
3. The limited warranty is not assignable or transferable to any subsequent user.

4. A Device is defective if it does not operate properly for its intended use or it malfunctions or fails during normal use.
5. TAG Mobile will make the final determination whether a Device is Defective at its sole discretion.
6. Subscribers shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
 - a. The Device has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of TAG Mobile, including damage caused by shipping.
 - b. The Device has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source.
 - c. TAG Mobile was not advised by the subscriber of the alleged defect or malfunction of the Device within fourteen (14) days of delivery of the Device.
 - d. The Device serial number or the enhancement data code has been removed, defaced, or altered.
 - e. The defect or damage was caused by the defective function of the wireless system, by inadequate signal reception from the external antenna, by viruses, or by other software problems introduced into the Device.
 - f. The Device is outside of the limited warranty period.
7. During the limited warranty period, TAG Mobile will replace any defective Device with a new or refurbished Device that is of the same or a comparable model, at its sole discretion.
8. The limited warranty does not cover, nor is TAG Mobile liable for, any loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts.
9. TAG Mobile is not liable for any other actual or claimed losses or damages resulting from the malfunction of a Device; these remedies are your exclusive remedies for breach of warranty.

To request assistance with a malfunctioning Device within the 14-day limited warranty period, contact Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824. If your problem cannot be resolved over the phone, we will instruct you to use the postage-paid return sticker to ship the Device back to us. If we determine that your Device is defective and eligible for replacement under the conditions and limitations set forth in the limited warranty, we will ship you a replacement Device.

3.3. Loss, Theft, Damage, or Destruction

Upon accepting your Device, all risk of loss, theft, damage, or destruction of your Device is borne by you. In the event your Device is lost, stolen, damaged, or destroyed, you may purchase a replacement Device from TAG Mobile for as little as \$25. If a phone is lost or stolen while in transit to subscriber before delivery, we may replace the phone as a onetime courtesy in our sole discretion. Your replacement Device will include any remaining talk minutes, text messages, and data associated with your monthly Service Plan, but may not include any additional allotments you purchased. If you choose to terminate your Services with TAG Mobile as a result of loss or theft, we will not prorate charges to the date of termination, and you will not receive a credit or refund for any unused allotments. If you fail to activate a replacement Device or to notify TAG Mobile that you have found your original Device within forty-five (45) days, we may cancel your subscription to TAG Mobile services. If your Device is lost or stolen, you may be responsible for any usage or charges incurred as a result of any use of your Device before you report the loss or theft to us. Upon reporting your Device as lost or stolen to us, we will permanently deactivate your device. You agree to cooperate and act in good faith and in a reasonable manner in connection with any investigation of the loss or theft of your Device (e.g., by providing facts, sworn statements, or other information that would help the investigation). Except as otherwise provided herein, if your Device is lost, stolen, damaged, or destroyed, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any charges.

3.4. Device Unlocking Policy

As further described in the Acceptable Use Policy in Section 6, you are not permitted to unlock, re-flash, tamper with, or otherwise alter your TAG Mobile Device or its software. Subject to certain limitations, TAG Mobile complies with the CTIA Consumer Code regarding the ability of our current and former subscribers to request that we unlock eligible TAG Mobile Devices that are locked by or at the direction of TAG Mobile. Specifically, TAG Mobile adheres to the following principles:

1. TAG Mobile has posted this clear, concise, and readily accessible policy regarding Device unlocking on its website.
2. TAG Mobile will, upon request, permit unlocking of eligible TAG Mobile Devices no later than *one year* after initial activation, for subscribers that are in full compliance with our Terms and Conditions.
3. TAG Mobile will, within two days of receiving an unlocking request, do one of the following: (i) unlock or provide information to facilitate the unlocking of an eligible phone; (ii) initiate a request to the original equipment manufacturer to unlock a Device; (iii) explain to the requesting subscriber why the phone is ineligible for unlocking; or (iv) offer a reasonable explanation as to why TAG Mobile needs more time to process the unlocking request.

4. For deployed military personnel who are in full compliance with the TAG Mobile Terms and Conditions, we will unlock Devices upon receiving a valid copy of deployment papers.

As a reseller of wireless service, TAG Mobile's unlocking policy may be subject to limitations imposed by its underlying carrier. Additionally, TAG Mobile may deny any request for a Device unlock request at our sole discretion if we have a reasonable basis to believe that the request is an effort to defraud the company or its subscribers or that the Device is stolen. Devices that work on TAG Mobile's network may not be compatible with other carriers' networks due to the use of different frequencies and technologies to provide wireless network access. "Unlocking" refers only to the disabling of software that prevents a Device from being used on another carrier's technologically-compatible network. It does not pertain to hardware changes and does not guarantee that a TAG Mobile Device will be compatible with any particular carrier's network or that all functionality of the Device can be enabled on any other network.

4. CHARGES AND PAYMENTS

4.1. Charges, Fees, and Taxes

You are responsible for paying all one-time and recurring charges that result from your commercial relationship with TAG Mobile and from use of the Services, whether accrued by you or by another person using your Device or Services, including, but not limited to: (i) one time or recurring Service Plan charges; (ii) Top-Up/Replenishment Plan charges; (iii) Device upgrade or replacement charges; (iv) activation, reconnection, prepayment, and other administrative or customer service charges or fees; (v) returned and late payment charges or fees; (vi) roaming, network, and other surcharges; (vii) optional feature charges, such as operator and directory assistance, toll and collect calls, voicemail, and call forwarding; and (viii) all required or applicable federal, state, and local taxes, surcharges, fees, and any other regulatory or governmental assessments, whether assessed directly upon you or upon TAG Mobile and billed to you for cost recovery. We do not assess early termination fees. Taxes, fees, and surcharges may vary depending on the billing address associated with your account and may vary from month-to-month based on our or the government's calculations. We may, but are not obligated to, provide notice of such variances. In most circumstances, federal, state, and local taxes, fees, surcharges, and other assessments are included in the rates for our Services. With the exception of taxes or other charges that are required by law, no additional surcharges are assessed on Lifeline-supported services and charges and fees associated with Lifeline-supported Services are all inclusive and fully disclosed to Lifeline applicants and subscribers.

You will receive an electronic bill through your subscriber account. Bills will be provided monthly. You are responsible for reviewing your bills to ensure that all charges are accurate. You agree to pay for all charges when billed or on or before a payment due date using a credit or debit card or other valid payment method. You must promptly notify us of any change in your billing address or payment method. **By providing payment information and accepting this agreement, you authorize us or our payment service provider to charge your payment in**

advance for automatic payments to ensure that payments are received by any due dates. You may cancel the automatic renewal of your Data Plan at any time, but there is no proration of charges if you terminate your Service before the end of a Service term. Charges, fees, and taxes will not be refunded or prorated if your Services are modified or terminated. If you wish to dispute a charge, you must do so in accordance with the dispute resolution process described in Section 8.

4.2. Creditworthiness

TAG Mobile does not condition the provision of Services on a subscriber's credit rating, credit history, or other method of determining credit worthiness. TAG does not provide your payment history and other account billing and charge information to any credit reporting agency or industry clearinghouse. No deposits are held or required as a condition of receiving Services nor do we have any preset account spending limits.

4.3. Promotions and Rewards

TAG Mobile may, from time to time, provide you with promotional credits, promotional offers, or loyalty rewards (collectively, "Promotions and Rewards"). Promotional credits are typically courtesy account credits due to service issues, device issues, or customer inconveniences. Promotional offers are typically plan, device, and pricing offers that are available for a limited time or when you meet certain conditions. Loyalty rewards are typically rewards for being a TAG Mobile customer. Promotions and Rewards are offered at the sole discretion of TAG Mobile. Promotions and Rewards can only be claimed and redeemed by accountholders and only will be associated with the account of the customer who was offered the Promotions and Rewards. Promotions and Rewards may not be sold or transferred to another TAG Mobile account or to any other person. Promotions and Rewards have no fixed or cash value or equivalent, and may not be exchanged, transferred, resold, redeemed, or substituted for cash, merchandise, or services. If you terminate your TAG Mobile Services, you will forfeit any Promotions and Rewards offered to you or associated with your account. If you fail to make payments on your account or otherwise violate this Agreement, you may lose the ability to claim or redeem Promotions and Rewards. Promotions and Rewards are not your property and TAG Mobile may, in its sole discretion, change, modify, discontinue, suspend, revoke, cancel, or terminate Promotions and Rewards at any time, with or without notice. Promotions and Rewards may not be available to all subscribers, in all locations, or combinable with other Promotions and Rewards. Promotions and Rewards may be subject to additional terms and conditions as described to you when offered to you.

5. USING THE SERVICES

5.1. Account Access

You will be able to access your subscriber account online using the username and password you established when creating your subscriber account (i.e., login information) or by contacting

Customer Service and providing account validation information. We may, but are not obligated to, allow you to authorize someone else to access your account. If you authorize another person to access your account or provide such person with your login or validation information, that person will be permitted to make changes to your account. You authorize us to provide information about and make changes to your account, including changing your Service Plan and features, upon the direction of any person able to access your account or provide validation information. Those changes will be binding on you and TAG Mobile takes no responsibility for those changes. To protect the security of your account, your account password should be unique and complex. We recommend that you change your password at regular intervals. You should not provide your account login or validation information to third parties and such information should be stored safely to prevent third-party access. If you believe your account login or validation information was disclosed or accessed by an unauthorized person, we advise you to change the information immediately.

5.2. Voice Calls

All incoming and outgoing voice calls, regardless of whether the call is roaming or on the network of our underlying carrier, use talk minute allotments, except 911 emergency calls, 611 and Customer Service calls, and other calls, as specified. Call time is measured in full-minute increments, meaning that partial minutes of use are rounded up to the next full-minute increment at the end of each call. Outgoing calls begin the moment you initiate a call and incoming calls begin the moment the signal connection from the caller is established with our facilities. All outgoing calls for which we receive a signal that the call was answered or which have at least thirty (30) seconds of call time incur a minimum usage of one (1) minute. Calls end after you or the other party terminates the call, but not until we receive a signal that the call has disconnected. Call time includes simultaneous calls (incoming call waiting calls and 3-ways calls) and calls to toll-free numbers. For simultaneous calls, talk minutes will be deducted for each call. Call time may include ring time, incomplete calls, unanswered calls, busy signal calls, voicemail deposit and retrieval time, and time to process call transfers. Calls that begin during one service term and end in another service term are generally deducted from talk allotments from the starting service term. No credit or refund is given for dropped calls.

5.3. Text and Multimedia Messages

Each Short Message Service ("SMS" or "text") and Multimedia Messaging Service ("MMS" or "multimedia") message that is sent or received uses text message allotments, whether read or unread, viewed or unviewed, or solicited or unsolicited. Most text messages are limited to 160 characters. Multimedia messages may be sent to subscribers who only subscribe to receive text messages. Some elements of multimedia messages may not be accessible, viewable, or heard due to limitations of certain Devices. We reserve the right to change the multimedia message size limit at any time without notification. There is no guarantee that messages will be received, and TAG Mobile is not responsible for lost or misdirected messages. TAG Mobile does not generally participate in "premium" messaging campaigns. Premium messaging campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to

a service, or interactive television programs. You should not attempt to participate in premium messaging campaigns unless the campaign is authorized by TAG Mobile. Any text message you send to a “short code” will in all likelihood not reach the recipient. Any charges you may incur because of any attempts to participate in premium messaging campaigns not authorized by TAG Mobile are not refundable and may be assessed against you by TAG Mobile.

5.4. Data Usage

All data usage is calculated in full-kilobyte increments and actual usage is rounded up to the next full-kilobyte increment at the end of each data session. All data usage that occurs through your Device (except for data usage that occurs when your Device is connected to Wi-Fi) will be deducted from your data allotment, including all active and passive usage, regardless of who initiates the usage, and whether or not the data transmissions are successful. Data usage may occur whenever your Device is connected to the network of our underlying carrier and transmitting data, including, but not limited to: (a) sending, receiving, or downloading any type of content, including emails, emails, documents, files, pictures, MMS messages, and any other content, (b) accessing websites, (c) downloading and using applications, (d) streaming content, or (e) requesting software updates. Data usage may also occur from network overhead, including (i) for access, transport, and routing of data on the network of our underlying carrier, (ii) from partial or interrupted downloads and resend requests caused by network errors or when you cancel or attempt to cancel a transmission, and (iii) from unsuccessful attempts to reach websites or use applications. Some applications, content, programs, and software that you download or that come pre-installed on your Device regularly send and receive data transmissions when your Device is powered on to function properly, without you affirmatively initiating transmissions and without your knowledge. For example, applications that provide real-time information, location-based services, or synchronization with cloud services frequently or continually send and receive updated information so that it is available to you when you want to access it. In addition, any advertisements or advertiser-related messages or data delivered to your Device, even if delivered to an application, and any messages or content that are initiated in response to an advertisement, use data. Based on a number of factors (e.g., the specific application, network performance, etc.) data usage will vary widely, even for the same activity. Estimates of data usage (e.g., the size of downloadable files) will not necessarily be an accurate predictor of actual usage. To prevent unintended data usage, you should connect your device to Wi-Fi when available and supported by your Device or power off your Device when it is not in use.

5.5. International Calling and Messaging

Depending on your chosen Service Plan, international calling may be available to you. To place an international call, you will need to dial the International Long Distance (“ILD”) access number and follow the instructions. Voice minute deductions for international calls begin the moment the ILD access number is dialed and apply to dropped calls, misdialled numbers, and busy destination numbers. When placing international calls, you may experience connection failures

more frequently than during calls made within the United States. TAG Mobile will not credit minutes deducted for unsuccessful calls.

You can also send and receive SMS and MMS messages to and from Mexico and Canada, but are not permitted to send or receive messages to or from other international destinations. Any attempt to send or receive messages to or from other international destinations could result in service deactivation and de-enrollment from the Lifeline program.

You are not permitted to make or receive calls or send or receive messages on your TAG Mobile Device when you are located outside of the United States, Puerto Rico, the U.S. Virgin Islands, and Guam. Any attempt to make or receive calls or send or receive messages when you are located outside of these areas could result in service deactivation and de-enrollment from the Lifeline program.

5.6. Coverage

Coverage maps for our Services can be viewed at www.tagmobile.com. These coverage maps are based on the networks of our underlying carrier and its roaming partners. Coverage is not available everywhere and you will not have access to our Services outside the coverage areas of our underlying carrier and its roaming partners. Areas without coverage are shown as gaps on coverage maps. If you live in an area where network coverage does not reach you with at least a “good” or better standard, the system will let you know before submitting your application. Maps may be updated periodically and without notice to reflect the current operations of our underlying carrier and its roaming partners. Coverage maps are, by their nature, only approximations of actual coverage. Actual coverage at any given time may vary and be affected by factors beyond our control (e.g., interference from buildings and other structures, terrain, and foliage). Coverage may also vary by Service. **We do not guarantee the coverage of the networks of our underlying carrier or its roaming partners. Where there is no coverage, 911 calls may not reach public safety answering points; subscribers should dial 911 from the nearest landline phone.**

5.7. Roaming

“Roaming” occurs when a subscriber of one wireless service provider uses the network of another wireless provider based on agreements between the two providers. Roaming agreements may change from time to time and roaming coverage is subject to change. Roaming most often occurs when you make and receive calls outside of the coverage area of our underlying carrier, but it may also occur within our underlying carrier’s coverage areas. Your ability to receive roaming coverage may depend on the capabilities of your Device. Your Device will generally indicate when you are roaming. While roaming, you will typically be able to use all the Services under your Service Plan with no additional charge, however, data Services and certain calling features (e.g., voicemail, caller ID, and call waiting) may not be available or function the same way in all roaming areas, and limits on the amount of minutes used while roaming may apply. Roaming is only available in the United States, Puerto Rico, the U.S. Virgin

Islands, and Guam; there is no international roaming. TAG Mobile makes no guaranty that roaming coverage will be available in all parts of these areas and roaming may not be available to subscribers who reside or whose primary use of the Services is outside the coverage area of our underlying carrier. TAG Mobile reserves the right to deny, terminate, modify, disconnect, or suspend your Services if the majority of your use of the Services is while roaming.

5.8. Service Availability and Quality

In addition to factors that affect coverage, Services may be interrupted, delayed, unavailable, or otherwise subject to reduced quality for a variety of factors, including, but not limited to, weather and atmospheric conditions, network capacity limitations and congestion, service outages or issues on the networks of our underlying carrier or interconnecting carriers, your proximity to wireless towers, the characteristics of your Device and compatibility issues, and priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency. Once identified, TAG Mobile takes reasonable steps to attempt to remedy interruptions, delays, unavailability, and other reductions in quality that are within its control. Interruptions, delays, unavailability, or reductions in quality may also occur as a result of network maintenance, including equipment modifications, upgrades, relocations, repairs or similar activities necessary or proper for network operation or improvement imposed by TAG Mobile, its underlying carrier, or interconnecting carries. TAG Mobile will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule its maintenance during non-peak hours. Any of the above factors may result in dropped or blocked calls, inability to make or receive calls, inability to send or receive text messages, or inability to access the Internet and other data services. You acknowledge that the Services are provided through the nationwide wireless network of an underlying carrier of our choosing and may be subject to the service availability and quality of that carrier. **We do not guarantee the availability or quality of the Services at any given time or geographic area, we are not liable for any interruptions, delays, unavailability, or other reductions in quality, including any resulting harms, and you are not guaranteed compensation or reimbursement for interruptions, delays, unavailability, or other reductions in quality of the Services.**

Notwithstanding the foregoing, if your Services are unavailable or subject to reduced quality for 24 or more continuous hours by a cause within our control, we may, in our sole discretion, issue you a credit equal to a prorated adjustment of any recurring charge for the time period during which your service was unavailable, not to exceed the charges collected for the period of interruption. For additional information about performance and other factors that may affect the availability and quality of our data Service, please review our Broadband Transparency Disclosure, available at www.tagmobile.com.

5.9. Security, Optimization, and Preservation of Rights

TAG Mobile or our underlying carrier may, but are not obligated to, take any action they deem necessary to: (1) address security threats and otherwise protect the network, Services, systems, and equipment from harm or degradation; (2) optimize, improve, or manage the network, Services, systems, and equipment; (3) preserve and protect their rights and interests and those

of their subscribers and third parties; and (4) otherwise ensure the activities of some users do not impair the ability of TAG Mobile or our underlying carrier to provide their subscribers with access to reliable Services provided at reasonable costs. Such actions may include, but are not limited to:

- a) discontinuing, blocking, or terminating certain categories of Services;
- b) restricting, reducing, or limiting the amount of usage of the Services
- c) limiting data throughput speeds or quantities;
- d) reducing the size of files and multimedia messages;
- e) limiting, disabling, or preventing access to particular features;
- f) blocking, limiting, or disconnecting access to individual phone numbers or certain categories of phone numbers (e.g., 976, 900), countries, destinations, or providers;
- g) limiting the provision of Services at certain times or in certain areas, including due to changes in coverage of our underlying carriers or changes in roaming agreements;
- h) filtering or blocking certain calls, texts, and data transmissions sent through the network, including spam, unlawful and unwanted telemarketing calls and messages, and malware (we do not guarantee that you will not receive and we are not liable for such calls, text, or transmissions);
- i) blocking calls to you at your request or to other called parties at their request;
- j) blocking or otherwise preventing access to third party services or other premium services, features, or content that would generate additional fees or charges billed to TAG Mobile, either directly or through your account as a result of your use of or access to the service, feature or content
- k) blocking hacking and other attempts for unauthorized access;
- l) blocking or terminating usage that is indicative of uses prohibited by the Acceptable Use Policy (Section 6), including uses that result in abnormally long calls, high costs, or high usage.
- m) imposing limits on the number of voicemail messages that can be retained through your account;

Some of these actions may interrupt or prevent legitimate communications and usage, including by resulting in dropped or blocked calls, inability to make or receive calls, inability to send or receive text messages, or inability to access the Internet and other data services. For additional information about our network management practices for our data Service, please review our Broadband Transparency Disclosure, available at www.tagmobile.com

5.10. Device Location Information

Your Device may be location enabled, which means your location can be determined by using Global Positioning Satellite ("GPS"), wireless network location information, or other location technology. Your location information may be used by us, our underlying carrier, or third party services, as described in our Privacy Policy, available at www.tagmobile.com. Additionally, your location information may be used by 911 and other emergency services, as described in Section 5.3. Your location information may be unavailable if your Device is unable to acquire satellite

signals and network coverage, which would prevent you, us, and other services from accessing your location. Satellite signals and network coverage may be unavailable due to a variety of factors beyond our control, including your geographic location and environmental factors (e.g., interference due to weather, topography, or buildings and structures). You may be able to configure the settings on your Device or in third party services to restrict or disable the sharing of your location information. It is your responsibility to notify individuals who may use your Device that it may be location enabled.

5.11. 911 and Other Emergency Services

Your Device's location information may be used to assist emergency services in finding you, but you should always be prepared to provide both your location information and phone number when contacting 911 or other emergency services. Unlike traditional landline phones, wireless devices may not always be able to provide 911 dispatchers with your exact location or other information when you make an emergency call. Even when location information is transmitted from your Device to a dispatcher, the information may not be accurate. Additionally, if you attempt to make an emergency call from your Device in an area where there is no wireless coverage, your call may not go through, in which case, you should try calling again from the nearest landline phone. **TAG Mobile does not guarantee that you location information will be transmitted to emergency dispatchers or that any location information that is transmitted will be accurate. Nor does TAG Mobile guarantee that you will be able to contact emergency services in areas where there is limited or no coverage.**

5.12. Third-Party Content and Applications

Devices may be used to access and disseminate content, information, applications, and other goods and services from third parties (collectively, "Content and Applications") through the Services. Some Content and Applications may: (i) harm your Device or its software; (ii) infringe on the rights of others; (iii) be unreliable, inaccurate, or incomplete; (iv) be offensive, indecent, or objectionable; or (v) be unsuitable for minors. Additionally, when you access, download, install, or use Content and Applications, you may voluntarily or involuntarily provide information to third-party Content and Applications. You are solely responsible for evaluating the Content and Applications accessed while using the Device and Services. By allowing a minor to use the Device and Services, you are consenting to the minor being able to access or provide information to any Content and Applications available through the Services; we strongly recommend that you monitor the Content and Applications accessed by minors using the Device and Services. TAG Mobile does not control and is not responsible for the Content and Applications accessed or disseminated using the Device or Services. We may, but do not have the obligation to, monitor, review, and restrict or refuse to transmit certain Content and Applications. **TAG Mobile is not a publisher of third-party Content and Applications.** When you access, download, install, or use Content and Applications, you are subject to the terms and conditions and privacy policies of those Content and Applications. However, you may review our Privacy Policy, at www.tagmobile.com, to learn how you may provide information to

Content and Applications. For assistance with third-party Content and Applications, contact the third-party developers or owners directly.

5.13. Third-Party Purchases

Devices associated with your Services may be used to purchase Content and Applications or other goods and services, including in-app purchases. You are responsible for all charges resulting from purchase made using Devices associated with your Services, including data usage charges, and are presumed to have provided the consent and representations required for those purchases, regardless of whether the purchases were made by you or someone using a Device associated with your account, including consent for the use and disclosure of your account information to provision the service and bill for the purchase, consent to use location information to deliver information to the Device, and representations of age for the person using the Device when a purchase is made. If you cancel or attempt to cancel a download or purchase that is in progress, or if a download or purchase is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions associated with the purchase. TAG Mobile will not be liable for any such charges. If you believe your Services were used fraudulently to make purchases, you must notify us immediately and provide us with such documentation and information as we may request (including affidavits and police reports) as evidence of the fraudulent use. Until you notify us, you will remain responsible for all charges. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation may result in your liability for all fraudulent usage and charges. TAG Mobile makes no representations or warranties (expressed or implied), to the fullest extent permitted by law, including for merchantability or fitness for a particular purpose, of Content and Applications. Nor are we responsible for proper download, installation, functionality, or security of third-party Content and Applications.

5.14. TAG Mobile Software, Content, and Applications

TAG Mobile may offer software, content, and applications, which you may choose to download from TAG Mobile or third-party sources or that may come preinstalled on your Device. These may or may not be branded as TAG Mobile software, content, and applications. These software, content, and applications are licensed, not sold, to you by TAG Mobile and/or its licensors/suppliers for personal, lawful, non-commercial use on your Device only and you may be subject to additional license terms between you and the third-party creator or owner of such software, content, and applications. You acknowledge TAG Mobile or its licensors/suppliers are the intended third party beneficiaries of these licenses. Your use of these software, content, and applications must comply with their intended purposes, the license, this Agreement, and all applicable laws. You may only make such copies as is reasonably necessary for your personal non-commercial use. You may not (and you agree not to enable others to) otherwise copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat or circumvent protective and other digital rights management mechanisms, combine, or create derivative works of the

software, content, and applications or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer, sublicense, or cause public performance of the software, content, and applications or any portion thereof. You agree the software, content, and applications contains proprietary information owned by TAG Mobile, its licensors/suppliers, or the creator/owner. TAG Mobile and its licensors/suppliers reserve the right to update, modify, delete, suspend or terminate access to, or impose limits on the use or access to the software, content, and applications at any time, without notice. Without limitation, the warranty disclaimer, limitation of liability, and indemnification provisions found in this Agreement apply to these software, content, and applications.

5.15. Caller ID

Your caller identification information (such as your name and phone number) may be displayed on the device or bill of any person or entity you call. For most calls, your identification information can be blocked on a call-by-call basis by dialing *67 before the telephone area code and telephone number when you make a call. Technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information.

5.16. Phone Number Porting

You must accept the phone number we assign to you at the time you subscribe to TAG Mobile services. Except for any legal right you may have to transfer (“port”) your phone number to or from another carrier, you have no and cannot gain any proprietary ownership or other rights to any phone number we assign to you, your Device, or your account. We do not guarantee that numbers ported to or from TAG Mobile will be successful. If you authorize another carrier to port a number from TAG Mobile, we will consider that a request by you to terminate all of your Services with us that are associated with that number and the termination will occur on the date the number is ported. If your Services are terminated for any reason and you do not port your number to another provider, we may reassign your phone number to another subscriber without notice. You will not be able to transfer any unused talk, text, or data allotments on your TAG Mobile account to your new provider and after the porting is completed, you will no longer be able to use our Services with that number. Under no circumstance will we refund you for any allotments or account payments if you port out your number. To port a phone number to TAG Mobile, please contact TAG Mobile Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824. When you port a number to TAG Mobile from another carrier, you are solely responsible for all charges billed or incurred prior to deactivation of service with your prior carrier and for any applicable early termination fees assessed by your prior carrier; TAG Mobile will not reimburse you for these charges. Due to compatibility issues, you may be required to purchase or obtain a new Device and you may be without Service until the new Device is configured. If you port your phone number to or from TAG Mobile, some Services, such as 911 location services, may not be immediately available through your new carrier and will not be available using your TAG Mobile Device.

6. ACCEPTABLE USE POLICY

You are only permitted to use TAG Mobile's Devices and Services for lawful, personal, non-commercial uses. Prohibited uses included those that are unlawful, harmful, or otherwise impact our ability or the ability of our underlying carriers to provide the Services to our or their subscribers. You are responsible for all activity through your Device and Services, including any conduct by others, and are liable to TAG Mobile for any damages resulting from prohibited activities or uses that occur using your Device or Services. Prohibited uses include, but are not limited to:

- a) **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right. Infringement may result from the unauthorized copying, distribution, and/or posting of pictures, logos, software, articles, musical works, and videos.
- b) **Unlawful, Offensive, and Harmful Content:** Disseminating or posting content that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, incites unlawful or violent acts, or otherwise objectionable. Without limiting the foregoing, you may not access or use our Website or Network in any manner for the transmission or dissemination of images containing child pornography.
- c) **Export Violations:** Violations of export laws, regulations, and rules, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- d) **Fraudulent Conduct:** (1) Conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized third-party affiliation or agent for a business entity without the business' prior consent.
- e) **Falsification/Impersonation:** Using the network to impersonate any person or entity; falsely state, mask, or otherwise misrepresent yourself or your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, false date or time stamps, false originating e-mail addresses or other identifiers, or other means of deceptive addressing.
- f) **Violation of Third-Party Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, website, or application you access.
- g) **Excessive Utilization of Network Resources:** Consuming a disproportionate amount of available network resources resulting in the potential to disrupt or degrade the network or network usage by others. Excessive use is determined by resource consumption relative to that of a typical individual user of the network and not by the use of any particular application. The determination of what constitutes excessive use depends on the specific state of the network at any given time.

- h) **Uses Causing Excessive Utilization of Network Resources:** Continuous, unattended, or excessive streaming, downloading, or uploading of videos, music, or other files; using applications that automatically consume unreasonable amounts of network resources, are designed for unattended use, operate as automatic data feeds, constitute automated machine-to-machine connections, or are used in a way that degrades network capacity or functionality; using the Services in connection with server devices or to operate a hosting service; using the Services as the functional equivalent of a private or dedicated access line or an access point for intra-company private branch exchange services; maintaining open lines of communication for extended periods of time (e.g., baby monitoring or other monitoring services); and placing or receiving an abnormally high number of calls or repeatedly placing or receiving calls which result in abnormally long call lengths or high costs, including operating a dispatch service, excessive use of multi-party calling features or separate calls that are not bridged together, and excessive use of single party or multi-party chat line services.
- i) **Traffic Pumping/Access Stimulation:** Using the network to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation. Traffic pumping/access stimulation, for this purpose, is defined as any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to TAG Mobile.
- j) **Commercial, Unsolicited, and Spam Communications:** Using our Services to distribute, publish, send, or engage in: (i) commercial, marketing, advertising, or promotional communications or solicitations to any person without the person's consent; (ii) spam, chain mail, bulk messages, automatically generated messages, numerous copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content; and (iii) telemarketing, autodialed, or prerecorded communications. This includes using our mail servers or another site's mail server to relay messages without the express permission of the account holder or the site.
- k) **Harmful Communications:** Using our Services to distribute, publish, or send very large messages or files that disrupt a server, account, newsgroup, or chat service or any communication that is categorized as "phishing."
- l) **Unauthorized Information Collection:** Using our Services to participate in spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others, using software (including "spyware") designed to facilitate such activity, or conducting commercial research or commercial data collection, including collecting responses from unsolicited messages.
- m) **Malicious Software:** Disseminating or posting content that is malicious software (i.e., malware) into the network or through the Services, including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.
- n) **Hacking:** Without the express prior authorization of the owner any data, system, or network, accessing or using such data, systems, or networks, including any attempts to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures.

- o) **Interception:** Monitoring data or traffic on any system or network without the express prior authorization of the owner of the system or network.
- p) **Intentional Interference:** Interfering with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- q) **Falsification of Origin or Routing Information:** Using, selling, or distributing any computer program designed to conceal the source or routing information of emails in a manner that falsifies an Internet domain, header information, date or time stamps, or originating e-mail addresses or other identifiers.
- r) **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by TAG Mobile or attempting to gain unauthorized access to, alter, or destroy any information that relates to any TAG Mobile subscriber or other end-user.
- s) **Device Modifications:** Unlocking, re-flashing, rooting, tampering with, altering, or otherwise modifying your TAG Mobile Device or its software without authorization.
- t) **SIM Card Modifications:** If your Device has a SIM card, without authorization, removing the SIM card, placing the SIM card in another Device, or altering, bypassing, copying, deactivating, reverse-engineering, or otherwise circumventing or reproducing the stored encoded information stored or the encryption mechanisms of the SIM card.
- u) **Signal Enhancements:** Installing, deploying, or using any regeneration equipment or similar mechanism (e.g., a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted radiofrequency signal, unless authorized by TAG Mobile.
- v) **Tethering:** Tethering the Device to another device, computer, modem, or other equipment for the purpose of using the data Service, except as expressly provided under a specific Service Plan.
- w) **Miscellaneous:** Reselling or leasing the Services; using the Services for any other purposes that are unlawful, commercial, in violation of or inconsistent with this Agreement, or that could or does generate significant or serious customer complaints; engaging in any other conduct that could or does harm or adversely affect our other subscribers, employees, business, reputation, network, property, Services, operations, or any other person; providing us with false, inaccurate, dated, or unverifiable information, including identification or credit information; or assisting, facilitating, or allowing anyone else to do or attempt to do any of the above activities.

This Acceptable Use Policy, included the prohibited uses, applies to all TAG Mobile Service Plans, including plans with unlimited talk, text, and data. If you use unlimited Services for anything other than personal, non-commercial use or engaging in any other unauthorized, excessive, or abusive use, including uses prohibited by this Authorized Use Policy, we may, at our sole discretion, terminate, suspend, modify, or limit your Services, as discussed in Section 9.3. You agree that a violation of this the Acceptable Use Policy harms TAG Mobile, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief in addition to all other remedies available without the requirement to post a

bond. If you want to report any violations of this Acceptable Use Policy, please email us at reg@tagmobile.com.

7. WARRANTIES, LIABILITIES, AND INDEMNIFICATION

7.1. Warranty Disclaimer

TAG Mobile makes no representations or warranties, express or implied, including without limitation, any implied warranty of merchantability, non-infringement, or fitness for a particular purpose, suitability, or performance to you in connection with, arising out of, or relating to the Services or Devices, to the fullest extent permitted by law. We do not authorize anyone to make warranties on our behalf. We do not guarantee uninterrupted or error-free Services, wireless coverage, particular service speeds or quality of service, or that your communications will be private or secure. It is illegal for unauthorized people to intercept your communications, but such interceptions can occur. We do not manufacture any Devices or equipment that are used with our Services and are not responsible for any defects, acts, or omissions of the manufacturers, including any warranty, patent, or licensing obligations. Notwithstanding the foregoing, the manufacturer of your Device may provide you with a warranty and we provide you with a limited warranty, as described in Section 3.2.

7.2. Limitation of Liabilities

To the fullest extent permitted by law, you agree that neither TAG Mobile nor our vendors, suppliers, or licensors shall be liable, whether or not due to our or their negligence, for any of the following:

- a) act or omission by you or a third party, including our third-service providers or third-parties from whom we have purchased products or services;
- b) mistake, omission, interruption, outage, error, failure, delay, defect, or limitation in the provision of Services;
- c) deficiencies or problems with a Device or network coverage (e.g., dropped, blocked, interrupted Services, etc.);
- d) any damage, injury, or loss caused by or arising out of your use of the Services or our suspension or termination of the Services;
- e) any damage or injury caused by any interruption, failure, or delay in accessing or attempting to access emergency services from a Device or using the Services, including 911 services;
- f) interrupted, failed, or inaccurate location services;
- g) quality, appropriateness, accuracy, or suitability of any content, information, or applications you may access while using the Service;
- h) information or communications that are blocked by a spam filter or that we otherwise restrict or block consistent with this Agreement;
- i) damage, harm, or loss that may result from your communications being intercepted;

- j) unauthorized access to your account caused by your actions or that circumvent our reasonable security measures;
- k) damage or injury that results from or while you are using the Service, including traffic or other accidents and health-related risks or issues;
- l) claims against you by third parties;
- m) changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification; or
- n) damage to your Device or any other equipment you use with the Services, damage to or loss of any information or data stored on your Device or such equipment (including when we service your Device), or loss or disclosure of sensitive information you transmit when using the Services (including any damage, loss, harm, or disclosure that results from malware).
- o) default, delay, damage, or harm due to factors beyond our control (i.e., force majeure events), including acts of God (e.g., weather-related phenomena, fire, earthquake, flood, etc.), riot, strike or labor disputes, civil disorder, war, terrorism, quarantine restrictions, pandemic, or government orders or acts;

You should implement appropriate safeguards to secure your Device and any other equipment you may use with the Services and back-up information stored on such Devices or equipment. To the fullest extent permitted law, TAG Mobile shall not be liable for any indirect, special, punitive, incidental, or consequential losses or damages you or any third party may suffer by use of or inability to use your Device or the Services, including loss of business or goodwill, loss of revenue or profits, property damage, costs for replacing products and services, or claims of personal injuries. To the extent permitted by law, our liability for monetary damages for any claims you may have against us are limited to no more than the proportionate amount of the charges attributable to the affected period. **The above limitations of liability will apply regardless of the theory of liability, including fraud, misrepresentation, breach of contract, personal injury, negligence, or product liability.**

7.3. Indemnification

To the fullest extent permitted by law, you agree to defend, release, indemnify, and hold harmless TAG Mobile and all affiliated or related companies, officers, directors, employees, agents, and representatives from and against any and all losses, claims, liabilities, injuries, costs, penalties, damages, settlements, and expenses (including taxes, fees, fines, penalties, interest, expenses, and attorneys' fees) arising out of or relating to, directly or indirectly: your or any other person's use of a Device or the Services; your acts or omissions, including your breach or violation of this Agreement, other TAG Mobile policies, or any applicable statutes, ordinances, laws or regulations of any federal, state, or local authority; and claims arising in whole or in part from the alleged negligence of TAG Mobile. If we reasonably determine that a Claim might adversely affect TAG Mobile, you will use counsel reasonably satisfactory to us to defend each Claim, you will not consent to the entry of a judgment or settle a Claim without our prior written consent, and we may take control of the defense at our expense (and without limiting

your indemnification obligations). This obligation shall survive termination of your Service with TAG Mobile.

8. DISPUTE RESOLUTION

8.1. Disputes

Within 60 days of the date of any event giving rise to a dispute, as defined in Section 8.2(B), you must notify us of such dispute in writing at 499 E. Sheridan St. Ste 400, Dania, FL 33004 (or using one of the other means set forth in Section 8.2(C), titled "Dispute Notice"), including a dispute over any charges assessed on you and any Services we provided, or you will have waived your right to dispute the charges or Services and to bring, or participate in, any legal action raising any such dispute. Notwithstanding the foregoing, you maintain your right to file a complaint with the Federal Communications Commission ("FCC"), your state's Public Service Commission, or any other federal or state governmental that may, if permitted by law, seek relief against us on your behalf.

8.2. Dispute Resolution by Mandatory, Bilateral, and Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary: Most subscriber concerns can be resolved quickly and to the subscriber's satisfaction by contacting the TAG Mobile Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824 . **In the unlikely event that the Customer Service is unable to resolve a complaint you may have to your satisfaction (or if TAG Mobile has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, TAG Mobile will pay all costs of the arbitration. Notwithstanding the foregoing, you maintain your right to file a complaint with the FCC, your state's Public Service Commission, or any other federal or state governmental that may, if permitted by law, seek relief against us on your behalf.

Arbitration Agreement.

- A. Mandatory, Bilateral, and Binding Arbitration.** You and TAG Mobile agree that any dispute, claim, or controversy arising out of or relating in any way to your use of the Services, or to any other products or services sold or distributed by TAG Mobile, including any dispute or claim as to the scope or applicability of this agreement to arbitrate, shall be resolved only by final and binding, bilateral arbitration, except that (1)

you may assert claims in small claims court if your claims qualify; and (2) this agreement to arbitrate does not include your or our right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to Section 8.3, to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this Agreement and govern all questions as to whether a dispute is subject to arbitration.

Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement.

- B. **Dispute.** The term "dispute" shall include any dispute, claim, or controversy between you and TAG Mobile, including our employees, agents, affiliates, and other representatives, regarding or relating to any aspect of your relationship with TAG Mobile, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "dispute" also includes, but is not limited to, any and all claims between you and TAG Mobile in any way related to or concerning this Agreement or our Services, including, but not limited to, Devices coverage, privacy, billing and charges, advertising, relating to telephone calls or other communications that you claim were received by you from TAG Mobile or a party acting on TAG Mobile's behalf, but excluding claims concerning the unauthorized resale, export, alteration, or tampering of your TAG Mobile Device. The term "dispute" is to be given the broadest possible meaning that will be enforced and includes disputes that arise after Services or this Agreement are terminated.
- C. **Dispute Notice:** Before initiating an arbitration, you and TAG Mobile each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to TAG Mobile, Dispute Notice, 499 E. Sheridan St., Ste. 400 Dania, FL 33004 (the "Notice Address"), (2) emailed to reg@tagmobile.com, (3) submitted online at www.tagmobile.com, or (4) brought to the attention of TAG Mobile Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824. TAG Mobile will provide a Notice of Dispute to you via the mailing address or email address associated with your TAG Mobile account. You and TAG Mobile agree to make attempts to resolve the dispute prior to commencing an arbitration and not to commence an arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or TAG Mobile may commence an arbitration proceeding.

D. Arbitration Process and Procedure.

- i. All disputes shall be determined by binding arbitration (1) administered by the American Arbitration Association (“AAA”), pursuant to the AAA Consumer Arbitration Rules effective September 1, 2014 (the “AAA Rules”), and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) conducted by a single, neutral arbitrator; and (3) take place telephonically, unless an in-person hearing is specifically requested by either party, which, in such case, shall take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the AAA Rules, the AAA Rules in that regard will apply.
- ii. Disputes may also be referred to another arbitration organization if you and TAG Mobile agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 1, et seq.).
- iii. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, collective, or representative action.
- iv. **You understand and agree that by entering into this agreement, you and TAG Mobile are each waiving the right to a trial by jury and the right to participate in a class action for any dispute covered by this agreement.**
- v. The AAA Rules are available on its website at https://adr.org/sites/default/files/Consumer_Rules_Web_1.pdf. Notwithstanding any AAA Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and TAG Mobile each agree that all issues regarding the dispute are delegated to the arbitrator to decide, except that a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this Agreement to arbitrate.
- vi. To commence an arbitration, a Demand for Arbitration is required to be executed and served on TAG Mobile. Service of the Demand for Arbitration on TAG Mobile can be mailed to 499 E. Sheridan St. Ste. 400, Dania, FL 33004 pursuant to the instructions provided by AAA to submit a dispute for arbitration. Service of the Demand for Arbitration on you will be sent to you via the mailing address or email address associated with your TAG Mobile account. Further instructions on submitting a Demand for Arbitration can be found at https://adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3.pdf. TAG Mobile will bear the cost of your initial filing fee.

- E. Class Action Waiver. You and TAG Mobile agree that neither you nor TAG Mobile shall be entitled to join or consolidate disputes by or against other individuals or entities, or arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of class or in a private attorney general capacity, in connection with any dispute.** Further, unless both you and TAG Mobile expressly agree otherwise, the arbitrator may not consolidate more than one person’s claim.

- F. **Arbitrator Selection.** Arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both TAG Mobile and you pursuant to the AAA Rules.
- G. **Arbitrator Award.** An arbitrator's award will consist of a written statement of the disposition of each dispute and a concise written statement of the essential findings and conclusion on which the award is based. **Except where prohibited by law, you and TAG Mobile agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages.** The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the Federal Arbitration Act, and judgment on the award may be entered in any court of competent jurisdiction. Neither you nor TAG Mobile shall disclose the existence, contents, or results of any arbitration, except to the extent required by law.
- H. **Costs and Fees.** We each are responsible for our respective costs for counsel, experts, witnesses, and any other costs related to the arbitration. Notwithstanding the foregoing, TAG Mobile will cover any: (i) arbitration administrative or filing fees above \$25 if you are seeking less than \$1,000 from us; and (ii) the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.
- I. **Severability.** If any part of this Arbitration Agreement is held to be unenforceable by a court or agency of competent jurisdiction, that part may be severed and the remaining provisions will remain in full force and effect.
- J. **Survivability.** This arbitration clause shall survive termination of this Agreement.

8.3. Choice of Law, Jurisdiction, and Court Proceedings

Except to the extent preempted by or inconsistent with applicable federal law, this agreement is governed by the laws of Florida, without regard to choice of law principles, conflicts of laws rules, or your actual state of residence. For any claim proceeds in court rather than in arbitration, we each waive our right to a jury trial and any claims for punitive or exemplary damages. Any claims, legal proceeding or litigation not subject to the mandatory arbitration provision must be brought solely in the [name of court jurisdiction] courts situated therein.

9. MISCELLANEOUS

9.1. Application of Tariffs

TAG Mobile may be required to file tariffs in certain states setting for the terms and rates for our delivery of Services. In the event we have filed a tariff with respect to any of the Services we provide you, the terms and rates set forth in the tariff (or any successor document in the

event of de-tariffing) shall govern our delivery and your use of the Services. Any such tariffs are hereby incorporated by reference and shall take precedence over any conflicting provision in these Terms.

9.2. Consent to Receive Communications

TAG Mobile may occasionally need to communicate with you about your Services. Except where opt-in consent or separate consent is required by law or regulation, you provide express or implied consent by providing us with your contact information or by using our Services for TAG Mobile or our authorized agents or representatives to contact you using live, automated, or prerecorded messages to any landline, wireless, or facsimile telephone number, physical address, email address, application, or other means where you may be reached, for any and all purposes, including to inform you about our services, customer service-related information, commercial information about the products or services we offer, or other matters we believe may be of interest to you. You agree that we also have the consent to contact any authorized user on your account for Service or payment-related reasons. Some of these communications may result in charges to you. Your consent to be contacted may be revoked at any time by any reasonable means. Please review our privacy policy, at www.tagmobile.com, for additional information about how you may provide and revoke consent to receive communications.

9.3. Modifications to the Agreement

We may, at any time, change any part of this Agreement and other terms, conditions, and policies; rates, fees, and charges; Service Plans, features, and products; and coverage areas, underlying carriers, and provisioning technology. We will provide you with advanced notice of any changes that have a material adverse impact on you or your use of the Services (other than changes to governmental fees, proportional charges for governmental mandates, and administrative charges), and may provide you with notice of any other material or non-material changes, as described in Section 9.4 (Notices) or as otherwise required by any applicable law, regulation, or order. If any governmental entity with jurisdiction over TAG Mobile issues a law, regulation, or order that has the effect of materially changing any term or provision of this Agreement, then the Agreement shall be deemed modified as is necessary to comply with such law, regulation, or order. Material adverse changes become effective thirty (30) days after we deliver notice to you or as otherwise specified in the notice. If you do not terminate your TAG Mobile Services on the effective date, you accept the change. All other changes become effective when posted on the TAG Mobile website, www.tagmobile.com, or as specified in any notice. If you continue to access, use, or purchase TAG Mobile's Services on or after the effective date of such changes, you accept those change. Neither the course of conduct between you and TAG Mobile nor common trade practice will act to modify any provision of this agreement.

9.4. Notices

We or our authorized agents may use any one or a combination of the following methods to convey provide you with notices: correspondence to any physical address or e-mail addresses you have provided us; live or prerecorded calls, voice messages, or text messages delivered to your Device or any other phone number you have provided us; prerecorded messages when you attempt to place a call or attempt to add funds to your account; in-app messages or push notifications; posting on our website; or by any other means TAG Mobile deems practicable. You are responsible for updating your contact information with us when it changes. Notices are treated as delivered when you accept a call; when delivered to your voicemail service, text messaging service, email account, or Device; when posted on our website or in an application; and three (3) days after mailed to your last know billing address. Except as otherwise provided in this agreement, you must provide us notice by calling or sending correspondence to us using the contact information provided in Section 10.

9.5. Assignment

This Agreement is not for the benefit of any third party except TAG Mobile's parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You may not transfer or assign this Agreement or any of your rights or duties under it without our prior written consent. We may transfer or assign all or part of this Agreement, or your debts to us, without notice. Upon our transfer or assignment of this Agreement, TAG Mobile shall be released from all liability with respect to this Agreement.

9.6. Investigation and Enforcement of Violations

TAG has the right, but not the obligation to, monitor, investigate, restrict, enforce, bring civil litigation, press charges, or engage in any other self-help regarding any actual, attempted, or suspected violation of this Agreement. TAG Mobile will determine, in its sole discretion, whether you violated or attempted to violated any of the provision of this Agreement, including the Authorized Use Policy. If we determine or suspect that you violated or attempted to violate this Agreement, we may terminate, suspend, modify, or limit your Services, as described in Section 9.3. Additionally, we may report actual or suspected criminal offences to appropriate law enforcement authorities. TAG Mobile will cooperate with law enforcement investigations where criminal activity is suspected and you agree to cooperate in any such investigations.

9.7. Termination, Suspension, Modification, and Limitations of Your Services

Either party may terminate this Agreement (which will terminate the provision of Services) at any time on advance notice to the other party with or without cause. TAG Mobile complies with the FCC's rules regarding termination of Lifeline service. Per these rules, TAG Mobile must terminate your Services, upon notice to you, if we have a reasonable belief that you no longer qualify for Lifeline service, if you fail to timely recertify, or if you fail to use your device for thirty

(30) consecutive days. TAG Mobile may, at any time, with or without prior notice, and at our sole discretion, terminate, suspend, modify, or limit your Services if:

- (a) we know or suspect you or someone using your Device or Services) violated or attempted to violate this Agreement, including the Acceptable Use Policy in Section 6, or any other TAG Mobile policies or terms and conditions, including the terms and conditions of your Service Plan;
- (b) we know or suspect you used or attempted to use fraudulent means to obtain our Services, including Lifeline services;
- (c) we know or suspect you violated or attempted to violate any applicable laws or regulations, including Lifeline laws or regulations;
- (d) we know or suspect you provided us with false information or misrepresentations;
- (e) we know or suspect that you have committed a criminal or harmful act against TAG Mobile or any of our employees or agents;
- (f) we know or suspect you are using our Services for fraudulent purposes;
- (g) we know or suspect you have engaged in improper, illegal, or unauthorized use of your TAG Mobile Device;
- (h) your payment is returned unpaid, you fail to make all required payments when due, any payment is past due, or we reasonably believe there has been fraudulent payment activity in connection with your Services;
- (i) you provide inaccurate or misleading credit information, your credit has deteriorated, or we believe that there is a risk of non-payment;
- (j) your actions expose TAG Mobile to sanctions, prosecution, civil action, or other liability;
- (k) Your actions cause harm or interfere with the integrity, security, or normal operations of our network or that of our underlying carrier;
- (l) Your actions interfere with another subscribers ability to use the Services;
- (m) Your actions otherwise present an imminent risk of harm to TAG Mobile or its subscribers.
- (n) we discover you below the age where you are capable to contract for goods and services or receive Lifeline services;
- (o) you threaten, harass, abuse, offend, or use vulgar, derogatory, or inappropriate language toward our employees, agents, or any person whom you contact using our Services or your Device;
- (p) we are ordered to do so by any federal or state government entity with authority to do so;
- (q) a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- (r) we cease to provide Services in your area;
- (s) for any other operational or governmental reason.

We may terminate or suspend talk, text, and data Services individually or collectively. Upon termination, any unused talk, text, and data will expire and you will not receive a refund. Limitations of your Services may include any method discussed in Section 5.9 (Security, Optimization, and Preservation of Rights). We may modify your Services by changing your

Service Plan or features. We are not liable for any harms that may result from termination, suspension, modification, and limitations of your Services and you will not receive a refund or credit from TAG Mobile for any unused or unusable talk, text, and data allotments as a result of such termination, suspension, modifications, and limitations.

You can request that we terminate your Services by contacting Customer Service by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824.

9.8. Waiver

Any waiver of or failure to enforce any provision or prohibition in this Agreement in one instance shall not be construed as a waiver of any provision or right in another instance.

9.9. Survivability

Any rights, obligations, commitments, or provisions in this Agreement that, by their nature or context, are intended to or would logically continue to apply following termination of Services or of this Agreement survive termination of the Services and this Agreement, including, but not limited to, those relating to complaints, payment obligations, restrictions on the use of Devices, 911 and emergency communications, and dispute resolution (including no class action and no jury trial).

9.10. Severability

If any part or provision of this Agreement, including any part of its arbitration clause or Acceptable Use Policy, is deemed unlawful, void, or for any reason unenforceable by a court or agency of competent jurisdiction, that part shall be severed from this Agreement in that jurisdiction and the remaining provisions of the Agreement shall remain in full force and effect.

9.11. Headings

Section headings are for descriptive, non-interpretive purposes only.

9.12. Language

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

9.13. Integration

This Agreement and any other policies, documents, or agreements incorporated by reference herein or therein represent the complete agreement between you and TAG Mobile. It supersedes any and all prior or other agreements, arrangements, representations, contracts, warranties, advertising, statements, offers, guarantees, assurances, and understandings

relating to the subject matter of this Agreement, whether written or oral, including any other documents or statements by any sales representative, service representative, or other agent.

10. CUSTOMER SERVICE CONTACT INFORMATION

If you have any questions, concerns, comments, or complaints regarding your Services, your bill, this Agreement, please contact TAG Mobile Customer Service by emailing reg@tagmobile.com, by dialing 611 from your TAG Mobile Device or calling toll-free at (888) 705-1824 during normal business hours or by writing us at 499 E. Sheridan St., Ste. 400 Dania FL 33004

11. CALIFORNIA LIFELINE PROGRAM SUPPLEMENTAL TERMS AND CONDITIONS

11.1. Applicability

These Terms and Conditions for California LifeLine Program are supplemental and in addition to TAG Mobile's general terms and conditions of service as described in this Agreement. All applicable terms and conditions of service provided in the Agreement apply to its California LifeLine service. If there is a discrepancy between these supplemental terms and conditions and other parts of the Agreement, as it pertains to TAG Mobile's California LifeLine Service, the California supplemental terms and conditions supersede.

11.2. California LifeLine Program Description

The California Lifeline Program is administered by the CPUC and its designee, the California Lifeline Administrator. The California LifeLine Program provides discounts on voice service to eligible California households. The California Lifeline program is funded by California ratepayers. The California Lifeline Program is subject to all applicable California and federal laws.

11.3. Wireless Service Elements

TAG Mobile's California LifeLine service provides the following wireless service elements:

1. **Voice-grade connection to the public switched telephone network.** Through its underlying carrier, TAG Mobile offers its California LifeLine customers the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network or successor network.
 - a) *Response to notification of no voice-grade connection.* If, at any time, a participant fails to receive a voice-grade connection and notifies TAG Mobile, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by TAG Mobile and agreed to by the participant; or (3) allow the

participant to discontinue service without penalty. TAG Mobile is committed to prompt and effective responses to customer notifications.

- b) *Right to termination if voice-grade connection is unavailable.* Each TAG Mobile California LifeLine participant is entitled to a voice grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, TAG Mobile customers are free to discontinue service at any time without penalty.

2. **Calls within a local exchange or over an equivalent or larger-sized local calling area.**

TAG Mobile offers its California LifeLine customers the ability to send and receive voice-grade calls within a nationwide coverage area. Domestic voice calls are not distance sensitive; a customer does not pay more for making a domestic long distance call than for a call within their local exchange area.

3. **Free unlimited access to 911/E -911.** TAG Mobile does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.

11.4. Billing

TAG Mobile will abide by the following billing provisions:

1. **Service Elements.** TAG Mobile will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. (See Schedule of Rates.)
2. **California LifeLine Discount.** TAG Mobile will apply the applicable California LifeLine discount to each participant's selected plan.
3. **Pre-Paid Plans.** TAG Mobile will offer California LifeLine-eligible plans on a pre-paid basis.
4. **Non-Discrimination.** TAG Mobile will offer California Lifeline discounted services on a non-discriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. TAG Mobile will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.
5. **Contracts.** TAG Mobile will not require contracts. TAG Mobile offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to TAG Mobile's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.
6. **Added Features and Enhanced Services.** If TAG Mobile adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed minimum standards set by the California Public Utilities Commission ("CPUC").

7. **Additional Voice Minutes.** TAG Mobile will allow participants to purchase additional voice minutes at the lowest rate that is offered to its retail customers for comparable plans with similar services and/or features. (See Schedule of Rates.)
8. **Completion of Allotted Minutes.** On the non-Unlimited plans, TAG Mobile proposes to offer plans that cease phone operation when all of the allotted minutes are used. Therefore, the Company will provide participants an option to purchase additional minutes and will prominently disclose the charges, terms, and conditions associated with the purchase of additional minutes. 911 and 611 calls will be allowed when all allotted minutes are used. For Unlimited plans, customers with extremely high usage will be transferred to TAG Mobile Customer Service to determine whether the high usage is due to commercial use or technical problems. After a brief interview, the customer will be able to make and receive calls as usual. TAG Mobile reserves the right to discontinue a high usage customer at the end of their billing cycle after proper notice has been provided.
9. **Form of Payment Fee.** TAG Mobile will not assess a fee to participants for paying their bills (i.e., paying for service) in person by cash, check or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.
10. **Handsets.** TAG Mobile will offer all handsets to participants on the same basis as the Company's retail customers. TAG Mobile's free California LifeLine handsets are not refurbished. TAG Mobile handsets are designed to be activated on our networks and in other coverage areas that we may make available to you. As programmed, the handset will not accept wireless service from another carrier.
11. **No Restocking Fee.** TAG Mobile will not assess a restocking fee to participants for devices returned within three (3) days of service activation.
12. **Refund of Service Connection Fee.** If you cancel your TAG Mobile Services within three (3) business days of activation, excluding national holidays, we will refund you in full for any service connection fees.
13. **Access to telephone relay services.** Through its underlying carrier, TAG Mobile will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities, as provided for in Pub. Util. Code §2881 et seq.
14. **900/976 Information Services.** TAG Mobile will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for charges related to 900/976 information services that were inadvertently or mistakenly incurred or incurred without authorization.
15. **Access to operator service.** TAG Mobile provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 and 411.

11.5. Disclosures

TAG Mobile makes the following disclosures in accordance with the California LifeLine Rules. TAG Mobile makes this information available: in print at its California Dealer Locations where consumers can review them and/or request a copy; in bound, print form at its mobile event locations (i.e., tents and the like), for customers to review at the time of enrollment; via its

website, www.tagmobile.com; in hard copy in instances of door to door sales; and upon request via its customer service department:

1. **California LifeLine Service Plan Offerings.** TAG Mobile's California LifeLine plans are described in its Schedule of Rates.
2. **911 emergency services location accuracy and reliability standards.** As required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038, TAG Mobile discloses the following information about 911 location accuracy and reliability standards. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency calls. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or, you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS capabilities of your handset, whether your GPS-enabled handset is GPS turned on, and your handset's ability to obtain a GPS satellite signal, which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.
3. **Potential service coverage and service quality issues.** Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical, and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration, or limitations imposed by our underlying carrier, or because of equipment modifications, upgrades, repairs, relocations, or other similar activities necessary or proper for the operation or improvement of our underlying carrier's wireless network. Neither TAG Mobile, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of Service. If the mobile handset is the only phone in your home, residents will not have access to call 911 when the handset is removed from that location.
4. **Charges or fees associated with using operator services.** TAG Mobile provides access to operator services to all its customers, California LifeLine or otherwise, free of charge. (See Schedule of Rates.)

5. **Access to local directory assistance/411.** TAG Mobile provides access to directory assistance to all its customers, California LifeLine or otherwise. Although no charge is assessed for directory assistance/411 calls made by its California LifeLine or non-California LifeLine customers, such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)
6. **Schedule of rates and charges.** TAG Mobile's Schedule of Rates and charges for California LifeLine service are available online, at tagmobile.com.
7. **Access to 800 or 800-like toll-free services.** TAG Mobile provides its customers with access to 800 or 800-like toll-free services. Under TAG Mobile's business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates.)
8. **Free, unlimited access to customer service.** TAG Mobile California LifeLine customers are provided free, unlimited access to TAG Mobile customer service either by dialing 611 or by dialing the toll-free TAG Mobile customer service number. Customers can call for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to TAG Mobile customer service do not count against the California LifeLine customer's allotted voice minutes or number of calls. (See Schedule of Rates.)
9. **Free, unlimited access to customer service representatives fluent in the same language in which California LifeLine was originally marketed and sold.** At this time, TAG Mobile only markets and sells California LifeLine service in English. TAG Mobile therefore provides English speaking customer service operators through its customer service department, which may be accessed as described above.
10. **Free access to toll-blocking and toll-control services.** TAG Mobile is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, TAG Mobile provides uniform pricing for both local and domestic long-distance telephone calls. Incoming International Calls are billed at the same rate as a domestic call; outgoing International Calls are blocked and will only work if a customer purchases a special International Long Distance calling card. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service. (See Schedule of Rates.)
11. **Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.** TAG Mobile will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.
12. **Free access to the California Relay Service via the 711 abbreviated dialing code.** TAG Mobile will provide free access to California Relay Service through the 711 abbreviated dialing code. For 711 calls, only the call to the 711 relay service for the deaf or speech-

disabled individual will not be counted against California LifeLine plan minutes, while the relayed call itself may count toward applicable plan minutes. (See Schedule of Rates.)

13. **Access to Public Safety N11s.** TAG Mobile provides free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) with its California LifeLine service plan. Calls to these special service N11s will not count against a participant's allotted voice minutes or number of calls.
14. **California LifeLine Participant Exemptions.** The Commission exempts California LifeLine participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. TAG Mobile will comply with this exemption. The Company understands that the exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.
15. **30-Day Notice.** TAG Mobile will provide 30 days' prior notice to California LifeLine participants in the event it withdraws from provision of California LifeLine Service.

11.6. Eligibility and Enrollment Limitations

1. **Eligibility.** Only eligible consumers may enroll in the California Lifeline Program to receive a California Lifeline discount. The CPUC develops the eligibility requirements for qualified households to receive the California Lifeline discount. Current eligibility requirements can be found online at www.cpuc.ca.gov/lifeline and www.californialifeline.com/en/eligibility_requirements.
2. **One per household.** The California Lifeline discount is limited to one per household, which may be applied to either landline or wireless service. A "household" is defined as any individual or group of individuals who live together at the same residential address as one economic unit. An "economic unit" is defined as "all adult individuals contributing to and sharing in the income and expenses of a household." Households cannot get the discount from multiple phone companies. Households that do not follow the California LifeLine one discounted service per household rule will lose their discounts. Your California Lifeline discount is personal to you and cannot be transferred to any third party, including any rights or benefits received under TAG Mobile service, which includes and is not limited to any voice minutes received under TAG Mobile service. You can transfer your California LifeLine discount from one carrier to another so long as you do not have more than one phone line active with California LifeLine discounts. If you choose to transfer your California LifeLine discount to another carrier, you may be charged the retail rates.
3. **30-day waiting period for enrollment requests.** When you submit an enrollment request to receive the California LifeLine discounts for cell phone service you have to

wait up to 30 days to submit another enrollment request. You are prohibited from having multiple enrollment requests for the California LifeLine discounts for cell phone service pending at the same time. The 30-day waiting period ends at the earlier of: (1) the California LifeLine Administrator sends the final eligibility decision, (2) the enrollment request is cancelled, or (3) the 30 days have passed since the enrollment request. After the 30-day clock stops, you may then submit another enrollment request for the California LifeLine discounts for cell phone service, as applicable. You can independently cancel an enrollment request by contacting the California LifeLine Administrator by phone at 877-858-7463 or going to Check Your Status at www.californialifeline.com. The wireless provider can also cancel enrollment requests.

12. STATE SPECIFIC INFORMATION

The additional terms provided below apply only to TAG Mobile Lifeline subscribers who are residents of the specific states.

ARIZONA

TAG Mobile reserves the right to modify its plans. Pursuant to Arizona Revised Statutes, § 40-367, in the event of any material changes, TAG Mobile will provide the Commission and the public with at least thirty (30) days' notice of any proposed changes to the rates and Service Plans.

Notice of Subscriber Rights

This Notice of Subscriber Rights is provided in accordance with Arizona State law. TAG Mobile provides this notice to new subscribers at the time of enrollment and upon request. Subscribers may contact TAG Mobile Customer Support at:

499 E. Sheridan St., Ste. 400, Dania, FL 33004

TAG Mobile is prohibited from adding products and Services to a subscriber's account without the subscriber's authorization. TAG Mobile provides prepaid services. However, in the event TAG Mobile provides bills or invoices to its subscribers, TAG Mobile is required by law to remove any unauthorized charge or any unauthorized Service from a subscriber's account and to restore the subscriber's originally requested Plan. Further, TAG Mobile shall not charge a subscriber for restoring the subscriber to the original Service Plan. TAG Mobile must refund or credit, at the subscriber's option, any amount paid for any unauthorized charge to the Subscriber. If any unauthorized charge is not refunded or credited within two billing cycles, TAG Mobile shall pay interest on the amount of any unauthorized charges at an annual rate established by the Arizona Corporation Commission until the unauthorized charge is refunded or credited. A subscriber who has been charged unauthorized charges ("Crammed") can report the unauthorized charges to the Arizona Corporation Commission at:

Arizona Corporate Commission Customer Service
1300 W. Washington Street
Phoenix, Arizona 85007-2996
1 (800) 222-7000
www.azcc.gov/utilities

ARKANSAS

In Arkansas, TAG Mobile provides a Lifeline Service Plan that offers at least a minimum of 500 voice minutes per month.

COLORADO

In Colorado, TAG Mobile Lifeline Service subscribers may direct complaints regarding their Lifeline service to the Colorado Public Utilities Commission at:

Colorado Public Utilities Commission
Consumer Affairs
1560 Broadway, Suite 250
Denver, CO 80202
Phone: (303) 894-2070 or (800) 456-0858
Email: dora_PUC_complaints@state.co.us

In Colorado, TAG Mobile provides a Lifeline Service Plan that offers at least equivalent to the minimum value of \$13.50 per month (250 free voice minutes).

IOWA

In Iowa, TAG Mobile Lifeline subscribers may direct complaints regarding their Lifeline service to the Iowa Utilities Board at:

Iowa Utilities Board
Customer Service
1375 E. Court Ave.
Des Moines, IA 50319-0069
Phone: (877) 565-4450

TAG Mobile certifies that it will not charge Lifeline subscribers an early termination fee or cancellation fees.

MINNESOTA

In Minnesota, TAG Mobile provides customers the option to purchase additional voice minutes at a cost of no more than \$0.10 per minute in denominations beginning at \$5.00. TAG Mobile's

rate for additional voice minutes will match the lowest level offered for such service in any other jurisdiction in which TAG Mobile provides wireless Lifeline service (if lower than \$0.10 per minute).

NEVADA

The TAG Mobile tariff filed with the Nevada Public Service Commission is for informational purposes only. The terms and conditions in this Agreement take precedence over the informational tariff. TAG Mobile subscribers should rely on the terms and conditions in this Agreement for complete, up-to-date provisions.

PENNSYLVANIA

TAG Mobile certifies that it will not charge Lifeline subscribers an early termination fee or cancellation fees.

TAG Mobile Lifeline Subscribers will have a one (1) year factory warranty for their Device from the date of activation. The warranty covers any problems with the Devices and accessories, which will be replaced or repaired at no charge to the subscriber if reported in within the designated time. You must advise TAG Mobile of the alleged defect or malfunction of the product within ten (10) business days of the date the defect is discovered, the malfunction occurs, or the applicable limited warranty period. After ten (10) days, you will need to inquire about purchasing a replacement.

TAG Mobile will inform existing subscribers of the availability of Lifeline service twice annually by text or email message, in compliance with Section 3019(f)(4) of the Pennsylvania Public Utility Code.

In Pennsylvania, TAG Mobile Lifeline subscribers may direct any unresolved questions or complaints regarding their Lifeline service to the Pennsylvania Public Utility Commission at:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P.O. Box 3265
Harrisburg, PA 17105-3265
(800) 692-7380

SOUTH CAROLINA

TAG Mobile commits to notifying subscribers at least 60 days prior to termination of the subscriber's Lifeline service if the carrier has a reasonable basis to believe that the subscriber no longer meets the Lifeline qualifying criteria.

TAG Mobile Lifeline subscribers may purchase additional voice minutes at a cost of \$0.10 per minute. TAG Mobile Lifeline subscribers who wish to port their number will not be charged a fee.

WEST VIRGINIA

The TAG Mobile tariff filed with the West Virginia Public Service Commission is for informational purposes only. The terms and conditions of service as outlined in this Agreement take precedence over the informational tariff. TAG Mobile subscribers should rely on the terms and conditions in this Agreement for complete, up-to-date provisions.

In West Virginia, TAG Mobile Lifeline subscribers may direct any unresolved questions or complaints regarding their Lifeline service to the West Virginia Public Service Commission at:

West Virginia Public Service Commission
P.O. Box 812
Charleston, WV 25323

Exhibit H
ATTACHMENT 3

Privacy Policy

PRIVACY POLICY

Effective Date: TBD once Vector assumes control of Tag Mobile Website

This Privacy Policy ("Privacy Policy") describes how TAG Mobile Bankruptcy Sale Entity LLC d/b/a Tag Mobile ("we," "us," or "our") collects, uses, and discloses information from or about you, as well as your choices and options to control certain uses and disclosures. This Privacy Policy applies to our telecommunications and internet products and services and our website, including your online subscriber account (collectively, "Services"), as well as the Devices you use with our Services. Please take a moment to review the terms of our Privacy Policy, as they apply to you when you use the Services. TAG Mobile may change its Privacy Policy from time to time, so check back regularly for updates.

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Types of Personal Information We Collect About You

Depending on how you interact with us or our Services, we may collect Personal Information from or about you, including, for example:

- **Identity and Contact Information**, such as your name, date of birth, mailing address, billing address, email addresses, and telephone numbers.
- **Lifeline Eligibility Information**, such as documentation of participation in an eligible government low-income or financial assistance program, documentation demonstrating proof of income, or your Social Security number, each of which will only be used to determine Lifeline eligibility.
- **Billing and Payment Information**, such as credit card, debit card, or checking account information, purchase and order history, and billing information related to your use of our voice and text services.
- **Correspondence Information**, including information you may provide to us when you communicate with us through our website, via email, over the phone, or through postal mail, such as questions, concerns, issues, or your intended or actual use of our Services, as well as records, including recordings, of your communications with us.

- **Usage Information**, such as information about your use of the Services, including the date and time of your use, frequency of use, and quantity of use, your interaction with our communications and advertisement, Wi-Fi usage, your activity on your Device, and Customer Proprietary Network Information (“CPNI”) as described in the CPNI section below.
- **Location Information**, such as the approximate location of your device when it is connected to or using Global Positioning Satellites (“GPS”), the wireless network of our underlying carrier, or other location technology.
- **Device and Computer Information**, including your internet protocol (“IP”) address, browser type, operating system, software version, and Device type, model, or identifier.
- **Information Stored on Devices**, including any content stored on your Device when you relinquish, exchange, return, or recycle your Device or provide it to us, our contractors, or our vendors for maintenance. You should remove or otherwise safeguard any Personal Information on your Device that you do not want accessed before giving your Device to us, our contractors, or our vendors. We are not responsible for any information on your Device.

Sources of Personal Information We Collect About You

We may obtain Personal Information about you from a variety of sources, including, for example:

- **Information from You.** You may give us Personal Information, such as Identity and Contact Information, Lifeline Eligibility Information, Billing and Payment Information, Correspondence Information, and Information Stored on Devices when you: apply for, subscribe to, or purchase our Services; communicate with us using our contact information; or provide us with your Device.
- **Information We Collect Automatically.** We or our service providers may automatically or passively collect Personal Information, such as CPNI, Usage Information, Location Information, and Device and Computer Information, when you use or interact with our Services or your Device, including through the use of network management technology and third-party analytics and advertising tools, which may use cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), HTML5 cookies, or other technologies to automatically or passively collect information about your use of and interaction with the Services.
- **Information from Other Sources.** We may collect Personal Information from affiliates, business partners, or service providers, including the information you provide those entities or that they automatically collect.

How We Use Personal Information We Collect About You

Except as otherwise prohibited by law or regulation, and subject to applicable instructions from you to us, we may use your Personal Information for a variety of business and commercial purposes, including, for example:

- **Verify Eligibility and Subscribe You to Our Services.** To verify your identity and eligibility for the Lifeline program and subscribe you to our Services, including to execute requests to port your phone number.
- **Provide, Improve, and Maintain Our Services.** To provide, improve, and maintain our Services, including to: initiate and render our Services; to maintain the accuracy of the information we collect; to track, measure, and analyze the usage and operations of our Services; to maintain, manage, and optimize wireless networks, information technology, and our Services; to develop and improve our business, content, products, and Services; and to interact with third-party services, at your request.
- **Customer Service.** To respond to questions and comments about your account and Services, send messages about your account status, alert you about technical issues, and assist you with troubleshooting, as well as for training or quality assurance purposes.
- **Billing and Payments.** To complete your purchases, including billing and payment processing, which may involve the use of cookies.
- **Prevention and Detection of Unlawful and Unauthorized Use.** To prevent and detect fraud, abuse, and other unlawful and unauthorized use of our Services, including to investigate possible violations of and enforce our Terms and Conditions and any other contracts, and to otherwise protect the security or integrity of the Services, our business and property, and our rights and interests, and those of you, our other customers, our service providers, and other businesses.
- **Comply with Legal and Regulatory Obligations.** To comply with our legal and regulatory obligations which arise from time to time, including responding to legal process, such as subpoenas, court orders, or search warrants.
- **Emergency Situations.** To respond to 911 requests and for other emergencies or exigencies in cases involving danger of death or serious physical injury to you or any other person.
- **Marketing and Advertising.** To serve you promotional offers, content, advertisements, and other marketing about our Services, or those of our affiliates, partners, and third parties, through our website, applications, social media, direct mail, email, or manual, autodialed, or prerecorded calls and texts, each with your consent, where necessary, including by: personalizing marketing and advertising to your interests (“interest-based advertising”); measuring, analyzing, and optimizing the effectiveness of our marketing and advertising; and using your comments and communications with us about our Services as customer testimonials (with only your first name a last name initial) or for other purposes that benefit us.
- **Surveys and Message Boards.** To administer and enable you to participate in surveys, polls, and message boards, where you have agreed to this.

We may use your Personal Information as otherwise disclosed and explained to you at the point of collection and with your consent, where necessary.

How We Share or Allow Access to Your Personal Information

Except as otherwise prohibited by law or regulation, and subject to applicable instructions from you to us, we may share or allow access to your Personal Information for a variety of business and commercial purposes, including, for example:

- **Business Purposes.** With our parents, subsidiaries, and affiliates for business, operational, and legal purposes.
- **Provide, Improve, and Maintain Our Services.** With service providers that provide business, professional, or technical support functions for us, help us provide, improve, and maintain our Services, such as administering activities on our behalf, including network operations, website hosting, database management, information technology, billing and payment processing, customer service, analysis of our Services, and selling and delivery of our Services. We do not authorize Service Providers to use or disclose the information, except as necessary to perform services on our behalf, and require them to protect the confidentiality and security of the Personal Information they receive consistent with this Privacy Policy.
- **Protect Our Services and Users.** With governmental authorities or other entities if we believe disclosure is necessary or appropriate to: protect against fraudulent, malicious, abusive, unauthorized, or unlawful use of our Services; protect our network, databases, Services, Devices, users, and employees from physical or financial harm; and investigate violations of our Terms and Conditions or other contracts.
- **Legal Rights and Obligations.** With governmental authorities, auditors and third-party identity verification services, credit bureaus or collection agencies, and other entities to the extent necessary to: respond to subpoenas, court orders, search warrants, or other legal process; respond to requests for cooperation from law enforcement or other government entities, including pursuant to the Communications Assistance for Law Enforcement Act; comply with legal and regulatory obligations, including identity verification, fraud and identity theft protection, and protection, advancement, or defense of our rights or the rights of others; recover payment for previously-billed Services; and facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to local, state, or federal governments and governmental agencies.
- **Sale or Transfer of Business or Assets.** With our professional advisers in connection with a corporate transaction, such as a sale, assignment, divestiture, merger, bankruptcy, consolidation, reorganization, liquidation, or other transfer of the business or its assets. If another entity acquires the Company or any of our assets, your Personal Information may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, such information may be considered an asset of ours and may be sold or transferred to third parties. Should such a sale or transfer occur, we will use reasonable efforts to try to require that the buyer or

transferee use your Personal Information in a manner that is consistent with this Privacy Policy.

- **Emergencies.** With governmental authorities or other entities or individuals in emergency situations involving danger of death or serious physical injury to you or any other person, to respond to 911 requests, and for other emergencies or exigencies.
- **Commercial Marketing Purposes.** With our affiliates, service providers, or marketing partners for our or their marketing and advertising purposes. We may also allow marketing partners to access Personal Information from your use of our Services when we use their analytic and advertising tools, such as cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), HTML5 cookies, or other technologies that automatically or passively collect. We do not have access to, or control over, the use of your information by these third parties, which is subject to those third parties' privacy policies, not this privacy policy. If you wish to stop communications from such third parties, you will need to contact those third parties directly

We may share or allow access to your Personal Information as otherwise disclosed and explained to you at the point of collection and with your consent, where necessary.

How You Might Share Your Personal Information with Third Parties

When using your Device and our Services, you may choose to install, access, or use services offered by third parties, such as websites, applications, and the networks of other carriers (such as when you are roaming). In some cases, our Services may have links to websites operated by third parties or plugins for social media services, such as the Facebook Like button. When you interact with third-party services, you may be consenting to those third parties accessing, collecting, using, or disclosing your Personal Information through your Device or our Services or directing TAG Mobile to share or allow access to your Personal Information by those third parties, such as your IP address, browsing activity, or location information. Those services operate independently of our Services, and your Personal Information will be governed by their terms and conditions, including their privacy policies, not this Privacy Policy. We encourage you to review the privacy policies of any third-party services that you use to better understand their privacy practices. You may be able to restrict or disable the use and disclosure of certain information, such as your location information, using settings available on your Device or through the third-party services.

Customer Proprietary Network Information

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications services you purchase from us, as well as the related billing information. Under federal law, you have the right, and we have the duty, to protect the confidentiality of your CPNI. When we share your CPNI with our service providers, we require them to take reasonable measures to protect the confidentiality of that information. We are permitted to use or disclose your CPNI for certain purposes without further notice or consent

from you, including: to provide you with our Services; to market service offerings to you related to the services you purchase; to protect TAG Mobile, you, other subscribers, and other carriers from fraud, abuse, or unlawful use of the Services; and in an aggregate form. We also may use your CPNI, or share it with affiliates and third-party agents, for the purpose of offering you communications-related products and services, packages, discounts, and promotions that may be different from the types of services you have already purchased. You have the right to opt-out of use of your CPNI for marketing purposes and can submit an opt-out request by contacting us at reg@tagmobile.com or 888- 705-1824. Opting out will not affect our provision of Services to you or our use of your CPNI for permitted purposes. If you chose to opt-out, your choice is valid until you choose to opt-in. You may also contact us to correct your CPNI or request that we disclose your CPNI to you. We will not disclose your CPNI except when provided with your password, and we may implement other authentication measures. If you do not provide a password, we may not release your CPNI to you except by sending it to your address of record or by calling you at your telephone number of record. Be sure to use a strong password with your subscriber account and not one you use for other services. We may disclose your CPNI to any “authorized user” that you have designated to us in writing or to any person who is able to provide us with your password.

Your Advertising Choices and Consent Options

You have certain choices and consent options related to the use and disclosure of your Personal Information for advertising purposes. Exercising these choices and options will not affect our provision of Services to you. Please note that these choices and options may not prevent you from receiving all advertising; you may continue to receive generic advertising from us or interest-based advertising from third parties, depending on how they operate. We are not responsible for informing third parties with whom we may have already shared your Personal Information, including our affiliates, business partners, and service providers, of any opt-out requests pursuant to this section or for removing information from or causing information to be removed from the databases or records of such entities.

Interest-Based Advertising. You have choices and options concerning interest-based advertising on our Services or across other websites and online services as follows:

- To opt out of collection and use of your Personal Information for interest-based advertising by companies participating in the Digital Advertising Alliance (“DAA”), please visit optout.aboutads.info or click on the DAA icon when you see it on an online ad.
- To opt out from the use of Personal Information about your online activities for interest-based advertising by Network Advertising Initiative (“NAI”) member companies, please visit optout.networkadvertising.org.
- To opt-out of the use of your mobile device ID for targeted advertising, please visit www.aboutads.info/appchoices.
- To prevent your Personal Information from being used by Google Analytics to measure and improve marketing and advertising and understand the use of our Services, including through Google AdWords, Google Display Network Impression Reporting,

DoubleClick Platform Integrations, and Google Analytics Demographics and Interest Reporting, add the Google Analytics opt-out plugin to your browser, available at tools.google.com/dlpage/gaoptout.

- You may be able to adjust your browser, computer, or device settings to disable cookies, remove or prevent the storage of HTML5, or control other advertising and analytics technology to stop or reduce the amount of interest-based advertising you receive, but doing so may prevent you from using certain features of our Services.
- To manage flash cookies, visit Adobe's [Global Privacy Settings Panel](#).

Marketing Communications. You have the option to opt-out from being contacted with marketing communications, including manual, autodialed, and prerecorded calls and texts, emails, and direct mail, as follows:

- Send us an e-mail at reg@tagmobile.com.
- Call us at (888) 705-1824
- Unsubscribe from our email communications following the unsubscribe instructions contained within our emails.
- Reply "STOP" to our text messages.

Your instructions to opt-out from these communications will be processed as soon as reasonably practicable. If you receive marketing communications from one or more of our affiliates, business partners, or service providers, you must opt-out from those communications with those entities directly.

Do Not Track. Because Do Not Track ("DNT") and similar signals do not yet operate according to common, industry-accepted standards, we do not respond to DNT signals.

Your California Privacy Rights. If you are a California resident, you may request, up to one time each year, information about our sharing of your Personal Information with third parties for the third parties' direct marketing purposes. You may opt out from our sharing of your Personal Information with third parties for their direct marketing purposes. California residents may submit requests for this information or to opt-out by sending us an email at reg@tagmobile.com.

How We Store and Protect Personal Information We Collect About You

We maintain reasonable physical, technical, and procedural safeguards to help protect against loss, misuse, or unauthorized access, disclosure, alteration, or destruction of your Personal Information. We encrypt sensitive information (such as financial payment information) and transmissions involving customer accounts. We also encrypt and hash all passwords. We only retain your Personal Information for as long as we believe is reasonably necessary to fulfill the purposes for which we collected it, including for any legal, accounting, or reporting purposes, as well as to resolve disputes and enforce our agreements. The Personal Information we collect

from or about you is stored on servers in the United States, subject to the laws of the United States. Electronic access to the databases and physical access to the servers on which this Personal Information is stored are restricted to those employees, agents, contractors, service providers, and other third parties who have a business need for such access. They will only access and use your Personal Information based on our instructions and they are required to keep your Personal Information confidential. While we take reasonable steps to help ensure the integrity and security of our network and servers, we cannot guarantee their security, nor can we guarantee that your communications and information will not be intercepted while being transmitted over our underlying carrier's network or the internet.

Information from Children

Our Services are not directed toward children and we do not knowingly collect Personal Information from children under 13. If you are a parent or guardian of a child under 13 that has provided us with Personal Information without your consent, please contact us at or at (888) 705-1824 reg@tagmobile.com to have the child's information deleted.

Changes to this Privacy Policy

We reserve the right to modify this Privacy Policy at any time. When we do, we will post the changes on this page and will indicate at the top of this page the date those terms will become effective. We will give you advance notice of any materially adverse changes, as described in our Terms and Conditions. We may give you advanced notice of all other changes, but reserve the right to make such modifications immediately if required. It is your responsibility to regularly check this page to determine if there have been changes to the Privacy Policy and to review such changes.

Our Contact Information

If you have any questions or concerns about this Privacy Policy or how we treat your Personal Information, please contact us using the following information:

Email: reg@tagmobile.com

Phone: (888) 705-1824 during normal business hours.

Mail: 499 E. Sheridan St., Ste. 400, Dania, FL 33004

Exhibit H
ATTACHMENT 4

Broadband Transparency Disclosure

BROADBAND TRANSPARENCY DISCLOSURE

This disclosure provides TAG Mobile Bankruptcy Sale Entity LLC d/b/a Tag Mobile (“TAG Mobile,” “we,” “us,” or “our”) customers (or “You” and “your”) with information about the network management practices, performance characteristics, and commercial terms applicable to our mass market wireless broadband Internet access services (“Broadband Services”), consistent with the Federal Communications Commission’s (“FCC’s”) Transparency Rule. Broadband Services provide customers with the ability to transmit and receive data from all or substantially all Internet endpoints. As a Mobile Virtual Network Operator (“MVNO”), we provide our Broadband Services entirely by using the facilities of our underlying carrier, a leading nationwide wireless provider (“Underlying Carrier”). While we have some control over aspects of the Broadband Services you receive from us, we do not actively manage the networks—our Underlying Carriers do. As such, this disclosure describes the experience you may have using our Underlying Carrier’s network.

The information provided in this disclosure is meant to assist customers in making informed choices about the purchase and use of our Broadband Services, and will assist providers of Internet applications, content, and services in developing, marketing, and maintaining their Internet offerings. The information provided relates to your experience while using the network of our Underlying Carrier and may not describe the practices, performance, or terms you may experience while using extended coverage networks or roaming on affiliated networks. We encourage users of our Broadband Services to familiarize themselves with this information and to provide us with feedback about our Broadband Services so that we can continue to provide an excellent experience. Nothing in this disclosure changes your rights and obligations, or ours, under our Terms and Conditions, available at www.tagmobile.com, or our Privacy Policy, available at www.tagmobile.com. This disclosure is provided for informational purposes only and we may change the information at any time, without notice.

Network Management Practices

How does TAG Mobile manage congestion with respect to its Broadband Services?

TAG Mobile strives to provide a high-quality Internet experience for all our customers. Our Underlying Carrier, which own and operate the networks TAG Mobile uses to provide its Broadband Services, manages its network for the benefit of all users of its network based on a variety of factors and its technical expertise. Like the other networks that make up the Internet, the network of our Underlying Carrier is shared, which means that the transmission links and other network resources used to provide Broadband Services are shared among TAG Mobile customers and other users of our Underlying Carrier’s network. As a result, temporary congestion causing reduced speeds or lost connections may occur when a large number of users in a concentrated area access a particular network at the same time or when some customers consume a very large amount of network capacity during peak usage times, as well as during planned network maintenance. Our Underlying Carrier may use congestion

management techniques, which may include prioritizing data traffic for some customers over other customers, to ensure the best possible experience for the most possible customers.

Congestion-Based Data Management. During periods of congestion, our Underlying Carrier may use Congestion-Based Data Management to manage the network. With Congestion-Based Data Management, some customers may experience reduced data speeds and increased latency as compared to other customers using the same cell site. Reduced speeds and increased latency may cause websites to load more slowly or affect the performance of data-heavy activities such as video streaming, video conferencing, or interactive gaming. Customers subject to Congestion-Based Data Management will experience reduced speeds and increased latency only when they use data at a cell site experiencing network congestion at the same moment. As soon as the congestion at the cell site abates, or if the customer's session migrates to an uncongested cell site, speed and latency will return to normal. In addition, this network management practice adjusts dynamically to address the amount of congestion, which can start and stop over a very short time period (often measured in fractions of a second), further minimizing any customer impact. Because the amount of congestion at a cell site can vary significantly, the performance impact may also vary significantly, but such impact will last only as long as the site is congested. These practices may occasionally result in speeds below those typically experienced by our customers.

Video Optimization. With the ever increasing growth in smart phone and tablet usage on wireless networks, and the growing prevalence of video streaming, our Underlying Carrier may use reasonable network management video optimization techniques. One such technique is "Buffer Tuning," where a sufficient amount of video is delivered to a device so that the user can start viewing the video, and the remainder of the video is delivered "just in time" for uninterrupted viewing. This optimizes the user's data consumption and frees up network resources for all users. Without Buffer Tuning, video content may be completely delivered to a device and charged against the user's data allotment regardless of whether it is viewed. Buffer Tuning only applies to internet browser traffic (HTTP, port 80) for recorded video streaming and does not affect real-time video streaming. Buffer Tuning does not alter video content and should not directly introduce any adverse impact to the viewing experience. Our Underlying Carrier may also adjust the delivery rate for streaming video, which causes videos to be delivered in lower resolutions and using less data. This may impact the appearance of streaming video as displayed on a user's device or the speed a video downloads.

Does TAG Mobile limit data usage or provide customers with tools to monitor and control their data usage?

TAG Mobile offers service plans with pre-established allotments of data and opportunities to purchase additional data allotments. Customers select how much data they receive under their service plan. Customers may view their remaining data balance using our online portal or by contacting customer service.

Does TAG Mobile favor certain websites or Internet applications by blocking or throttling traffic, modifying particular protocols, or prioritizing certain traffic on its Broadband Services?

Except for the reasonable network management practices described above, TAG Mobile does not favor certain websites or Internet applications by blocking or throttling lawful Internet traffic on the basis of content, application, service, user, or use of non-harmful devices on its Broadband Services. Nor does TAG Mobile modify particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards, subject to reasonable network management. Additionally, TAG Mobile does not directly or indirectly favor some traffic over other traffic (such as through prioritization, resource reservation, or traffic shaping) for any type of consideration. In response to a specific security threat against the networks of our Underlying Carriers or our customers, we or our Underlying Carrier may need to block or limit the flow of traffic from certain locations or take other appropriate actions. Additionally, our Underlying Carrier may favor some traffic over other traffic to address the needs of emergency communications, law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law.

What practices has TAG Mobile adopted to manage network security?

As an MVNO, TAG Mobile does not have the ability to manage the security of its Underlying Carrier's network. However, our Underlying Carrier have implemented reasonable physical, technical, and administrative safeguards to help guard against a wide range of security threats, including viruses, botnets, worms, distributed denial of service attacks, SPAM, unauthorized access, and other harmful activity. Our Underlying Carrier also uses a variety of network monitoring tools to maintain stability and functionality of the network and for other operational purposes. As our service provider, our Underlying Carrier stores the information it gathers through this monitoring for only as long as we have a business purpose for our Underlying Carrier to maintain it. Our Privacy Policy further describes how we collect, use, and share this information. You can view our Privacy Policy on tagmobile.com.

If our Underlying Carrier detects a security threat, it will attempt to isolate the threat and minimize the impact to network services. It may use a variety of security measures to protect the network, including blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of the network, or taking other actions to address the threat. For example, it may block certain ports that transfer malicious or disruptive traffic. It may also attempt to limit actions to the specific portions of the network or customer base impacted by the security threat and only for as long as necessary to mitigate the threat. Our Underlying Carrier may scan or analyze network addresses that are registered through the Underlying Carrier, including addresses that may have been delegated to customers, and/or routes that originate from the Underlying Carrier's networks to detect vulnerabilities that might be used to compromise the assets of TAG Mobile, our Underlying Carrier, its customers, or our customers or that might be used in attacks against others. In doing so, it will seek to avoid disrupting Broadband Services to customers. We and our Underlying Carrier may use information derived from these activities to identify and address security issues or to notify customers of issues. Despite these security

practices, TAG Mobile cannot guarantee that you will not encounter unwanted, harmful, or malicious internet traffic while using our Broadband Services and encourages customers to adopt their own reasonable security practices.

Does TAG Mobile restrict the types of devices that customers can use with its Broadband Services?

TAG Mobile customers may attach devices of their choice to our Broadband Services, so long as the devices are compatible and do not interfere with the networks of our Underlying Carrier, and comply with all applicable laws, rules, regulations, and standards.

Network Performance Characteristics

What factors affect the performance of TAG Mobile's Broadband Services?

Although our Underlying Carrier engineers the network to accommodate all users and user types, including based on average and anticipated peak usage of the network, end-to-end performance of our Broadband Services can depend on a variety of factors, many of which cannot be anticipated or are outside of our and our Underlying Carrier's control, including: your location relative to our coverage area, your proximity to a cell site, the capacity of the cell site, the number of other customers connected to the same cell site, the number of customers simultaneously using the network, the services other users are using, topography, weather, obstructions, use inside a building or a moving vehicle, radio frequency interference, the capabilities of your device, the applications you are using, the server with which your Device is communicating, the destination of your Internet traffic, overall traffic on the Internet, whether there are network outages, and applicable network management practices as discussed above. These factors can impact the availability of network resources for Broadband Services at any particular time. In addition, our Underlying Carrier has designed its wireless services to provide customers with a high-quality voice experience during simultaneous voice and data sessions, which may affect data performance, including, but not limited to, a temporary reduction in speed to minimize the likelihood of dropped calls.

What performance can I expect from TAG Mobile's Broadband Services?

The performance of Broadband Services is generally evaluated based on speed and latency.

- **Speed** – Speed reflects the capacity at which Broadband Services can transmit data. This capacity is typically measured in the number of megabits or gigabits that can be transmitted in one second (Mbps or Gbps). Download speed refers to the speed of the connection when a user downloads data to a device. Upload speed refers to the speed of the connection when a user uploads data from a device.

- **Latency** – Latency, also known as delay, is an expression of how much time passes from when a data packet is sent to when it is received. For Broadband Services, latency is usually expressed as the round-trip time in milliseconds (ms) that it takes for a data packet to travel between two end points on the Internet (from point A to point B and then back to point A). End-to-end latency reflects the cumulative effect of the individual latencies that occur along the end-to-end network path.

Some applications, like a short email without attachments or basic web browsing, do not require high-speed service to function optimally and can tolerate a substantial amount of latency without any noticeable impact to users. Other activities, like transferring large data files, can be performed faster with higher-speed services and lower latency. Certain applications, such as real-time or near real-time uses like video streaming and video conferencing, may require higher speeds and lower latency to function optimally.

TAG Mobile provides its Broadband Services on at least a 3G mobile network at 3G or better speeds, where the network will support such performance. In addition, our customers may regularly or periodically receive 4G or 4G LTE service, where available. The speed and latency ranges you can expect to receive using our Broadband Services are provided below. These ranges represent average performance nationally on our Underlying Carrier's network and do not necessarily reflect speeds and latency achievable along the entire end-to-end transmission path to all Internet destinations. The speeds you receive from our Broadband Services may not be optimal for certain applications, particularly those involving real-time or near real-time, high-bandwidth uses, such as streaming video, video conferencing, and interactive gaming. We and our Underlying Carrier each strive to manage the networks to provide you with performance within these ranges. However, because many different factors can affect the performance of Broadband Services, as discussed above, neither we nor our Underlying Carrier guarantee specific performance levels of our Broadband Services. As such, you may occasionally experience speeds and latency below these ranges. Any performance that exceeds these ranges may only be temporary and can end at any time.

We expect our customers will typically experience speeds and round-trip latencies within the following ranges when using our Broadband Services and connected to our underlying carrier's 4G LTE network:

- **Download Speeds** – Typically between 9–47 Mbps, with minimum expected speeds of less than 0.1 Mbps
- **Upload Speeds** – Typically between 4–20 Mbps, with minimum expected speeds of less than 0.1 Mbps
- **Latency** – Typically between 30–50 ms

Commercial Terms

Where can I find the rates and other fees that apply to TAG Mobile's Broadband Services?

Descriptions of the rates and fees applicable to our Broadband Services are available on our website, www.tagmobile.com. TAG Mobile does not charge termination fees.

Where can I find the Terms and Conditions and prohibited uses that apply to TAG Mobile's Broadband Services?

The Terms and Conditions, which describes prohibited uses in our Acceptable Use Policy, can be found at www.tagmobile.com.

What are TAG Mobile's privacy practices for its Broadband Services?

To learn about our privacy practices for our Broadband Services, please review our Privacy Policy at www.tagmobile.com.

How can I get assistance if I have a question or concern or need more information about TAG Mobile's Broadband Services?

If you have questions or concerns about our Broadband Services, please contact us using the following information:

Email: reg@tagmobile.com

Phone: (888) 705-1824 during normal business hours, [business hours and time zone].

Mail: 499 E Sheridan St Dania Beach Florida 33004.

Exhibit H
ATTACHMENT 5

Accessibility Policy

ACCESSIBILITY POLICY

This policy provides information about how individuals with disabilities can use TAG Mobile's wireless services.

Hearing Aid Compatibility

Some hearing aid users may detect interference in the form of a buzzing, humming, or whining noise when using a wireless phone. The amount of interference experienced may vary depending on the design of the hearing aid or wireless phone. Some wireless phones are specifically designed to be compatible with hearing aids so that this interference is reduced or eliminated. A rating system is used to help consumers identify which wireless phones are designed to be compatible with hearing aids. Compatibility with telecoil hearing aids is based on a 'T' rating (T1 through T4), while compatibility with microphone hearing aids is based on an 'M' rating (M1 through M4). Typically, the higher the M or T rating assigned to a phone, the less interference there is to hearing aid users. The FCC has determined that phones that receive a rating of 3 or 4 are deemed to be hearing aid compatible. While the ratings system can be a useful tool for consumers when choosing the right wireless phone, it is by no means a guarantee that a phone will not cause interference with a particular hearing aid.

For additional information about hearing aid compatibility with wireless phones, see the FCC Guide at www.fcc.gov/hearing-aid-compatibility-wireless-telephones or the wireless industry association's consumer resource guide at www.accesswireless.org/resources-for-consumers/hearing-resources. For more information about accessibility features available in current and older phones, visit the Global Accessibility Reporting Initiative's website at www.gari.info.

Hearing Aid-Compatible Phones

TAG Mobile ensures that a certain portion of the wireless phones it offers are compatible with hearing aids (T and M ratings at 3 or better). TAG Mobile currently offers the following hearing aid-compatible wireless phones. [Phone offerings will be updated post-close]

Brand	Model	FCC ID	Type	HAC Rating

Important Note: These phones have been tested and rated for use with hearing aids for some of the wireless technologies that they use. However, there may be some newer wireless technologies used in these phones that have not been tested yet for use with hearing aids, such as Voice over LTE (VoLTE) and Wi-Fi calling. It is important to try the different features of your phone thoroughly and in different locations, using your hearing aid, to determine if you hear any interfering noise. Consult the manufacturer of your phone for more information on hearing aid compatibility. If you have questions about return or exchange policies, consult TAG Mobile or your phone retailer.

All phones currently offered by TAG Mobile can be viewed at www.tagmobile.com/Shop/Phone. Any phones not listed above may not be hearing aid compatible.

Accessibility of Device Operating Systems

The wireless phones offered by TAG Mobile may function using different operating systems. For information on the accessibility features available with the operating system in some of the phones TAG Mobile offers, please visit the following links:

- Google Android: www.google.com/accessibility/products
- Apple iOS: www.apple.com/accessibility

Telecommunications Relay Service

Telecommunications Relay Service (TRS) is a communication service that permits individuals with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities through a TRS center. Different forms of TRS include Text-to-Voice TTY, Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech-to-Speech (STS), Spanish Text-to-Voice TTY, Captioned Telephone, IP Captioned Telephone, IP Relay, Video Relay Service (VRS), and Real-Time Text (RTT). More information about the available types of relay service can be found on the FCC's TRS website at www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.

TRS is available in all 50 states and all U.S. territories for local and long-distance calls. TRS providers are compensated for the costs of providing TRS from either a state or a federal fund, and there is no charge to TRS users other than standard calling rates. TRS can be reached by dialing 711 or by contacting your state relay provider, as listed in the FCC's TRS Directory at www.fcc.gov/general/telecommunications-relay-services-directory. In the event of an emergency, TTY users should call 911 directly.

Using Text Telephone (TTY) with TAG Mobile's Services

A TTY is a special device that enables people who are deaf, hard of hearing, or speech-impaired to use the telephone to communicate. TTY works by allowing people to type messages back and forth to one another instead of talking and listening. A TTY is required at both ends of the conversation, but TRS can translate conversations for text-to-voice calls.

The FCC requires digital wireless carriers to have the capability to transmit a call from a wireless phone that is connected to a TTY. While the FCC mandate pertains specifically to calls made to 911, the ability to make a call to 911 means that users can also complete a call to anyone, anywhere, provided the party on the receiving end of the call also has a TTY or the call is

translated through TRS. All TAG Mobile service plans and most wireless phones it offers will work with a TTY.

Important Note: TTY calls, including those to 911, cannot be made while using IP-based calling, such as Voice over LTE (VoLTE) and Wi-Fi Calling. Customers with communications disabilities who need to call 911 while using IP-based calling should use IP Relay, Video Relay, or IP Captioned Telephone Service to reach emergency personnel. Where available, customers may also send a text message to 911 directly (text-to-911).

Using Real-Time Text with TAG Mobile's Services

Real-time text (RTT) allows real-time transmission of text messages as they are being composed, making these messages more equivalent to typical voice conversations. RTT also allows voice communication at the same time as text communication (simultaneous voice and text). Unlike other types of texting methods, RTT is similar to a voice call in that an RTT call must be placed and the other party must answer the call for communication to occur, and the parties must hang up the call when it is over. Customers using RTT-enabled devices may be able to communicate using RTT with individuals using RTT-enabled devices on a network that supports RTT. Using RTT while connected to TAG Mobile's wireless network will consume your voice minutes.

Using Another Telecommunications Relay Service (TRS) with TAG Mobile's Services

TAG Mobile's data services may support use of IP-based telecommunications relay services including Video Relay Service, IP Relay, and IP Captioned Telephone Service. These TRS offerings are a more effective means than TTY of placing assisted calls, including to 911. Using these services while connected to TAG Mobile's wireless network will consume your data allotment.

Customer Support

For additional questions about how individuals with disabilities can use TAG Mobile's wireless services, please contact TAG Mobile customer service at:

Email: reg@tagmobile.com

Phone: (888) 705-1824 during normal business hours.

Mail: 499 E Sheridan St STE 400 Dania Fl 33004

Last Updated: TBD Once tag mobile website is in control of Vector

Exhibit H
ATTACHMENT 6

**TAG Mobile's Approved FCC Lifeline Compliance Plan and FCC Public Notice
Proposed (Updated) FCC Lifeline Compliance Plan for New TAG Mobile**

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

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July 26, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: TAG Mobile, LLC Revised Compliance Plan; WC Docket Nos. 09-197,
11-42

Dear Ms. Dortch:

On March 6, 2012, TAG Mobile, LLC ("TAG") submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On April 27, 2012 and June 29, 2012, TAG revised its Compliance Plan to provide additional details and clarifications.

TAG has further revised its Compliance Plan (p. 8) at the request of FCC Staff to explain that TAG's customers may de-enroll from Lifeline supported service at any time by simply calling TAG's toll-free customer service line. TAG does not require submission of a written request by facsimile or otherwise.

TAG hereby re-submits its complete Compliance Plan with the above additional language. Based on the minor nature of this addition, TAG reiterates its request for expeditious approval of its Compliance Plan.

¹ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012).

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary

July 26, 2012

Page Two

This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please feel free to contact the undersigned with any questions.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "John J. Heitmann". The signature is fluid and cursive, with the first name "John" and last name "Heitmann" clearly distinguishable.

John J. Heitmann

Joshua T. Guyan

Counsel to TAG Mobile, LLC

cc: Kim Scardino
Divya Shenoy
Garnet Hanly

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
TAG Mobile, LLC	

TAG MOBILE, LLC COMPLIANCE PLAN

TAG Mobile, LLC (“TAG” or the “Company”),¹ through its undersigned counsel, hereby respectfully submits and requests expeditious approval of its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.²

TAG commends the Commission’s commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. TAG will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the

¹ TAG hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates in Exhibit A attached hereto.

² See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“*Lifeline Reform Order*”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier (“ETC”) in the Lifeline program.³

TAG will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission’s Lifeline rules and policies more generally.⁴ This Compliance Plan describes the specific measures that TAG intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that TAG will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures TAG follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low-Income Fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how TAG offers Lifeline services, the geographic areas in which it offers services, and a detailed description of TAG’s Lifeline service plan offerings.

³ See *Lifeline Reform Order*, ¶ 368. Although TAG qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. TAG will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income Fund, including in any state where the public utilities commission determines that TAG provides service using its own facilities for purposes of a state universal service program.

⁴ In addition, this Compliance Plan is consistent with the compliance plan filed by Global Connection Inc. of America. See Global Connection of America Inc. Compliance Plan, WC Docket Nos. 09-197, 11-42 (Apr. 30, 2012). The Global Connection compliance plan was approved on May 25, 2012. See Public Notice, DA 12-828.

ACCESS TO 911 AND E911 SERVICES⁵

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon TAG: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.⁶ TAG will comply with these conditions starting on the effective date of the *Lifeline Reform Order*.

TAG will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all TAG customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from TAG handsets, even if the account associated with the handset has no minutes remaining.

TAG's existing practices currently provide access to 911 and E911 services for all customers. TAG uses Sprint and Verizon Wireless as its underlying network providers/carriers. TAG has a direct contract for wireless services from Sprint and purchases Verizon Wireless service through Coast 2 Coast. Sprint and Verizon Wireless route 911 calls from TAG's customers in the same manner as 911 calls from Sprint and Verizon Wireless' own retail customers. To the extent that Sprint and Verizon Wireless are certified in a given PSAP territory, this 911 capability will function the same for

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

TAG. TAG also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended. Finally, TAG transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

E911-Compliant Handsets. TAG will ensure that all handsets used in connection with its Lifeline service offering will be E911-compliant. In point of fact, TAG's phones have always been and will continue to be 911 and E911-compliant. TAG uses phones purchased from various entities, and all phones undergo a thorough quality inspection by TAG prior to being distributed to customers. All TAG handsets are required to meet TAG's minimum handset specifications, which ensure that the handset models used meet all 911 and E911 requirements. As a result, any existing TAG customer that qualifies for and subsequently elects Lifeline service will already have a 911/E911-compliant handset provided by TAG. Additionally, any new customer that qualifies for and enrolls in TAG's Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁷

A. Policy

TAG complies with the uniform eligibility criteria established in new section 54.409 of the Commission's rules as well as any additional certification and verification requirements for Lifeline eligibility in states where TAG is designated as an ETC.

⁷ See Compliance Plan Public Notice at 3.

Therefore, all subscribers are required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, TAG will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

B. Eligibility Determination

More than 60 percent of TAG's Lifeline customer enrollment is done in-person by its field representatives. Customers can also sign up for Lifeline service, ask questions and re-certify at TAG's retail store locations. Further, TAG now has kiosks where eligible customers can enroll in TAG's Lifeline service by completing an electronic enrollment. Approximately 30 percent of customer acquisitions take place at TAG's retail locations or kiosks. The remaining 10 percent of customer enrollments are done via TAG's website.

If TAG cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, TAG's employees or agents ("Company personnel") will review documentation establishing eligibility pursuant to the Lifeline rules.⁸ All Company personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These Company personnel will be trained to answer questions

⁸ See *Lifeline Reform Order*, ¶ 100; section 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B).

about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.⁹ Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹⁰

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months time.¹¹

⁹ See *Lifeline Reform Order*, ¶ 101. See also USAC Guidance available at <http://www.usac.org/li/telecom-carriers/step06/default.aspx>.

¹⁰ *Id.* and section 54.410(c)(1)(i)(B).

¹¹ See *Lifeline Reform Order*, ¶ 101; section 54.410.(b)(1)(i)(B).

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria by checking the appropriate box on the application form.¹² In addition, Company personnel will fill in, where available, the last four digits of an account or other identifying number on the proof document, the date of the proof document and the expiration of the proof document. TAG will not retain a copy of this documentation, except where state rules require such retention.¹³ Customers enrolled via TAG's kiosks must scan their documentation demonstrating eligibility into the kiosk and customers that enroll in TAG's Lifeline service via the Internet, must send a copy of the documentation demonstrating eligibility to TAG by fax, email or mail, which TAG will review and then destroy. Where Company personnel conclude that proffered documentation is insufficient to establish such eligibility, TAG will deny the associated application and inform the applicant of the reason for such rejection. In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to the appropriately qualified supervisory personnel at TAG's corporate headquarters in Carrollton, Texas.

De-Enrollment for Ineligibility. If TAG has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, TAG will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁴ A demonstration of eligibility must comply with

¹² See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

¹³ See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

¹⁴ See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

the annual verification procedures below and found in new rule section 54.410(f), including the submission of a completed and signed certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

C. Subscriber Certifications for Enrollment

TAG will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.¹⁵ TAG shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent TAG's customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete an application/certification form containing disclosures, and collecting certain information and certifications as discussed below.¹⁶ Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.¹⁷

Applicants that do not complete the form in person will be required to submit a completed and signed application/certification to TAG by mail, facsimile, electronic mail

¹⁵ *Lifeline Reform Order*, ¶ 61; section 54.410(a).

¹⁶ See Model Application/Certification Forms, included as Exhibit B. See Compliance Plan Public Notice at 3.

¹⁷ See Income Eligibility Worksheet, included as Exhibit C.

or other electronic transmission, inclusive of the required proof of eligibility. Any evidentiary documentation submitted with the application/certification is used strictly to verify a consumer's eligibility to participate in the Lifeline program. Upon approval of the customer's application/certification, such proof of eligibility is either returned to the customer or destroyed, and is not retained by TAG, as previously stated in section I.B above. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.¹⁸

Disclosures. TAG's application/certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.¹⁹

Application/certification forms will also state that: (1) the service for which the consumer is applying is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.²⁰

¹⁸ See *Lifeline Reform Order*, ¶ 123.

¹⁹ See *Lifeline Reform Order*, ¶ 121; section 54.410(d)(1).

²⁰ See section 54.405(c).

In addition, TAG will notify the applicant that the Lifeline service must be personally activated by the applicant/subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²¹

Information Collection. TAG will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name; (2) the applicant's full residential address (P.O. Box is not sufficient²²); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits; and (8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²³

Applicant Certification. Consistent with new rule section 54.410(d)(3), TAG will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,²⁴ the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify TAG within 30 days if for any reason he or she no longer satisfies

²¹ See *Lifeline Reform Order*, ¶ 257.

²² See *Lifeline Reform Order*, ¶ 87.

²³ See section 54.410(d)(2).

²⁴ See *Lifeline Reform Order*. ¶¶ 168-69; section 54.419.

the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, that he or she lives on Tribal lands; (4) if the applicant moves to a new address, that he or she will provide that new address to TAG within 30 days; (5) if the applicant provided a temporary residential address to TAG, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service; (7) the information contained in the applicant's application/certification form is true and correct to the best of the applicant's knowledge; (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize TAG to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Lifeline credit. The applicant must also

authorize TAG to release any records required for the administration of the Lifeline credit program, including to USAC to be used in a Lifeline program database.²⁵

D. Annual Verification Procedures

TAG will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline service.²⁶ TAG will notify each participating Lifeline customer annually that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. Further, the verification materials will inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline service and if the subscriber fails to respond, he or she will be de-enrolled from the program.²⁷

2012 Verification. TAG will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results

²⁵ See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. *See id.*

²⁶ See *Lifeline Reform Order*, ¶ 120.

²⁷ See *Lifeline Reform Order*, ¶ 145.

to USAC by January 31, 2013.²⁸ TAG will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain their Lifeline benefits, when such Lifeline benefits may be terminated, and how to contact TAG in response to the re-certification requirement.

Verification De-Enrollment. TAG will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.²⁹ TAG will give subscribers 30 days to respond to the initial annual verification inquiry. If the subscriber does not respond, TAG will send a separate written notice explaining that failure to respond within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within 30 days from the date of the written notice, TAG will de-enroll the subscriber within five business days.

E. Activation and Non-Usage

TAG will not consider a Lifeline subscriber activated, and will not seek reimbursement for Lifeline service for that subscriber, until the subscriber activates TAG's Lifeline service by affirmatively acknowledging that they are the applicant and that they have applied for and wish to receive Lifeline service from TAG. More specifically, currently all phones are shipped directly to TAG's Lifeline customers, even when enrollment is in-person. The customer must receive the phone and activate it by entering the last four digits of the customer's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not

²⁸ *See id.*, ¶ 130.

²⁹ *See id.*, ¶ 142; section 54.54.405(e)(4).

have a Social Security number) that was used to enroll in the Lifeline service. If the customer attempts to make any call other than to 911 prior to activating the service, the call will automatically be routed to TAG's customer support line where Company personnel will ask the customer for the required four digits to activate the service.

After service activation, TAG will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, TAG will provide notice to the subscriber that failure to use the Lifeline service or provide other confirmation directly to TAG that the subscriber wishes to retain their Lifeline service within 30-days from the date of the de-enrollment notice will result in de-enrollment from the Lifeline program.³⁰ Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from TAG to add to the subscriber's plan; (3) answering an incoming call from a party other than TAG; or (4) responding to a direct contact from TAG confirming that the subscriber wants to continue receiving the service.³¹ In addition to the above, TAG's usage team identifies accounts that have not been used for 30 days and sends a text message to such customers asking the customers to respond to the text message or call TAG's customer service number within 30 days to keep their account active. After 45 days of non-usage, TAG's internal outreach team attempts to contact the customer to inquire about the customer's intentions to retain the service.

If the subscriber does not respond to the notice as provided above, the subscriber will be de-enrolled from the Lifeline program and TAG will not request further Lifeline

³⁰ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

³¹ See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

reimbursement for the subscriber. TAG will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.³²

F. Additional Measures to Prevent Waste, Fraud and Abuse

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, TAG will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

In addition to checking the National Lifeline Accountability Database contemplated in the *Lifeline Reform Order* (the “Database”) when it becomes available, Company personnel emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. All Company personnel interacting with existing and potential Lifeline customers undergo training regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan. Agents must sign and return to TAG the Acknowledgement of Receipt of the training manual that they receive as part of this training.

Further, all agents must provide proof of employment (*e.g.*, drivers license or copy of W-9 form) for all employees that will be enrolling Lifeline customers for TAG. All agents must read, understand and follow TAG’s Code of Conduct. Each agent must have a signed copy of the Code of Conduct on file with TAG in order to enroll customers

³² See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

for TAG. All dealers and agents are given a toll-free hotline to a live dealer representative and an email address that can be used for any issues or questions regarding Lifeline eligibility or prepaid services. Finally, on or before May 4, 2012, all TAG agents and representatives received a Training Reminder, which TAG also filed with the Commission, designed to remind all Company personnel engaged in enrollment of Lifeline applicants regarding their obligations to explain the one-per-household restriction to Lifeline applicants.

National Lifeline Accountability Database. When the Database becomes available, TAG will comply with the requirements of new rule section 54.404. TAG will query the Database to determine whether an applicant is currently receiving Lifeline service from another ETC and whether anyone else living at the applicant's residential address is currently receiving Lifeline service.³³

One-Per-Household. TAG will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household³⁴ through the use of its application/certification forms discussed above, database checks and its

³³ See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *id.*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber's information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

³⁴ A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See *Lifeline Reform Order*, ¶ 74; section 54.400(h).

marketing materials discussed below. Upon receiving an application for Lifeline service, TAG will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address.³⁵ If so, and the applicant lives at an address with multiple households, TAG will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).³⁶ Further, if an applicant provides a temporary address on his or her application/certification form collected as described above, TAG will verify with the applicant/subscriber every 90 days that the address provided in the application/certification remains valid.³⁷

In addition, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and assist in determining whether he or she is already benefiting from Lifeline support, by informing the consumer that not all Lifeline services are currently marketed under the name Lifeline.

³⁵ See *id.*, ¶ 78.

³⁶ See *id.*. The USAC worksheet is available at <http://www.usac.org/li/tools/news/default.aspx#582>.

³⁷ See *Lifeline Reform Order*, ¶ 89.

Further, at the time of enrollment, TAG will check each applicant against a pooled duplicates database established by CGM, LLC. TAG's subscriber list is currently in the pooled database for other ETCs to check against, and TAG is building the systems necessary to interface with the pooled database and check for duplicates. TAG expects to have that application completed in July, 2012.

Finally, TAG will continue to participate in the In-Depth Validation process with the Commission and USAC to locate and address duplicates between ETCs in various states until the national database is in place.

Marketing Materials. Within the deadline provided in the *Lifeline Reform Order*, TAG will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) Lifeline service is non-transferable, (4) only eligible consumers may enroll in the Lifeline program, (5) the Lifeline program is limited to one discount per household; (6) that documentation is necessary for enrollment; (7) TAG's name (the ETC); and (8) the Company's application/certification form will state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine, imprisonment or being barred from the program.³⁸ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in TAG's Lifeline service offering, as well as TAG's application/certification forms and annual re-certification forms.³⁹ This

³⁸ See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

³⁹ *Id.*

specifically includes the Company's website (www.tagmobile.com) and any outdoor signage.⁴⁰ Samples of TAG's marketing materials are included as Exhibit D.

G. Company Reimbursements From the Fund

To ensure that TAG does not seek reimbursement from the Fund without a subscriber's consent, TAG will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid application/certification and verification forms from each of the subscribers for whom it is seeking reimbursement.⁴¹ Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month.⁴² In addition, TAG will keep accurate records as directed by USAC⁴³ and as required by new section 54.417 of the Commission's rules.

H. Annual Company Certifications

TAG will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that TAG: (1) has policies and procedures in place to review consumers' proof of eligibility documentation and ensure that its Lifeline subscribers are eligible to receive Lifeline services;⁴⁴ (2) is in compliance with all federal Lifeline

⁴⁰ *Id.*

⁴¹ *See Lifeline Reform Order*, ¶ 128; section 54.407(d).

⁴² *See Lifeline Reform Order*, ¶¶ 302-306.

⁴³ *See id.*

⁴⁴ *See Lifeline Reform Order*, ¶ 126; section 54.416(a)(1).

certification procedures;⁴⁵ and (3) has obtained a valid application/certification form for each subscriber for whom TAG seeks Lifeline reimbursement.⁴⁶

In addition, TAG will provide the results of its annual re-certifications/verifications to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands) on an annual basis.⁴⁷ Further, as discussed above, TAG will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁴⁸

TAG will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,⁴⁹ the Company name, names of TAG's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.⁵⁰ TAG will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁵¹ Finally, TAG will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable

⁴⁵ See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

⁴⁶ See section 54.416(a)(3).

⁴⁷ See *Lifeline Reform Order*, ¶¶ 132, 148; section 54.416(b).

⁴⁸ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

⁴⁹ See *Lifeline Reform Order*, section 54.422(c).

⁵⁰ See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

⁵¹ See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

service quality standards and consumer protection rules, as well as a certification that TAG is able to function in emergency situations.⁵²

I. Cooperation with State and Federal Regulators

TAG has cooperated and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse. More specifically, TAG will:

- Make available state-specific subscriber data, including the names and addresses of its Lifeline subscribers, to USAC and to each state public utilities commission where TAG operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;⁵³
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline service from another carrier; and
- Immediately de-enroll any subscriber whom TAG has a reasonable basis to believe⁵⁴ is receiving Lifeline-supported service from another ETC or is no longer eligible to participate in the Lifeline program – whether or not such information is provided by the Commission, USAC, or a state commission.

⁵² See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

⁵³ TAG anticipates that the need to provide such information will sunset following the implementation of the Database.

⁵⁴ See section 54.405(e)(1).

II. Description of Lifeline Service Offerings⁵⁵

TAG will offer its Lifeline service in the states where it is designated as an ETC⁵⁶ and throughout the coverage area of its underlying providers, Sprint and Verizon Wireless. TAG's Lifeline offering will provide customers with a 250 minute anytime talk and text plan without rollover and text messaging at a rate of 1 text per voice minute.⁵⁷ Lifeline customers can purchase additional bundles of minutes, referred to in TAG's general terms and conditions as replenishment plans. TAG's replenishment plans are available in 30 day increments, and include text messaging and data service. Standard replenishment plan pricing and terms are as follows:

100 minutes, up to 200 text messages & 5MB data⁵⁸ for \$7.00
500 minutes, up to 1000 text messages & 20MB data for \$20.00
1000 minutes, up to 1200 text messages & 30MB data for \$30.00

These replenishment plans, or "top-up" minutes, are available for purchase at TAG's retail locations and on its website. Where text messaging is not included in a plan as a separate component, it is available with all TAG voice plans at a default rate of one (1) text, either sent or received, to one (1) minute of airtime usage. This rate of decrementing may vary by state subject to specific requirements for Lifeline offerings in a state. Additional information regarding TAG's plans, rates and services can be found on its website at www.tagmobile.com.

⁵⁵ See Compliance Plan Public Notice at 3.

⁵⁶ TAG is currently designated as an ETC in Arkansas, Kentucky, Louisiana, Maryland, Oklahoma, and West Virginia.

⁵⁷ TAG is in the process of transitioning its Lifeline offerings and existing customers over to the new 250 minute plan. All new customers will be offered the 250 minute plan.

⁵⁸ Available on phones with data capabilities.

In addition to free voice services, TAG's Lifeline plan will include a free handset and custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, and Voicemail. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation⁵⁹

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.⁶⁰ The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate; whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

TAG has been providing telecommunications service since March of 2010 and it has been providing Lifeline service since October of 2010. As discussed in Section II *supra*, TAG receives revenue from a number of sources which are completely independent from the revenue it receives in the form of Lifeline reimbursements. TAG's revenue stream includes, in addition to its Lifeline service offerings, income from the sale

⁵⁹ See Compliance Plan Public Notice at 3.

⁶⁰ See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

of replenishment airtime minutes, the sale of prepaid wireless service to non-Lifeline consumers, the sale of wholesale airtime to smaller and/or regional wireless service providers including ETCs for traditional prepaid service and Lifeline service, and the sale of various other ancillary services, including but not limited to Wireless Land Line Replacement service, data services, and text only service packages. TAG receives revenues from these wholesale and non-Lifeline retail offerings, and also has access to other financial resources including from its well-established parent company Amvensys Capitol Group, LLC. Amvensys Capitol Group, LLC, as shown in Exhibit A, holds eleven companies, four of which offer telecommunications services and only two of which are ETCs that are able to provide Lifeline service and seek reimbursement from the Fund. Consequently, TAG has not and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Service Requirements Applicable to TAG's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."⁶¹ TAG certifies that it will comply with the service requirements applicable to the support it receives.⁶² TAG provides all of the telecommunications services supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. TAG's services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. TAG's service offerings provide its customers with a set number of minutes of use for local

⁶¹ Compliance Plan Public Notice at 3.

⁶² 47 C.F.R. § 54.202(a)(1).

service at no charge to the customer. TAG's current Lifeline offerings include the packages described in Section II *supra* that can be used for both local and domestic toll service.

TAG also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available, and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, TAG will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

Finally, TAG will not provide toll limitation service ("TLS"), which allows low income consumers to avoid unexpected toll charges. However, since TAG is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their pre set minutes. Further, TAG, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁶³

⁶³ See *Lifeline Reform Order*, ¶ 230.

IV. Conclusion

TAG submits that its Compliance Plan fully satisfies the conditions set forth in the Commission's *Lifeline Reform Order*, the Compliance Plan Public Notice and the Lifeline rules. Accordingly, TAG respectfully requests that the Commission expeditiously approve its Compliance Plan.

Respectfully submitted,



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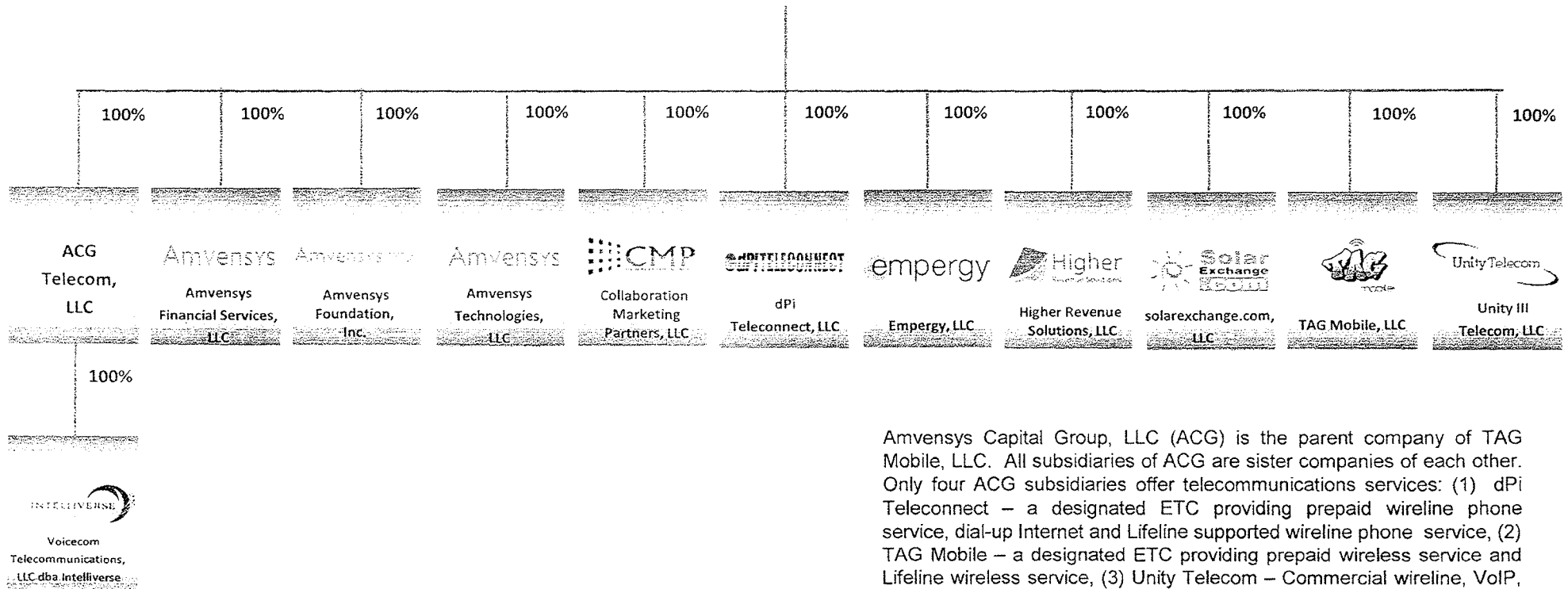
Counsel to TAG Mobile, LLC

July 26, 2012

EXHIBIT A

Legal Structure

Amvensys Capital Group



Amvensys Capital Group, LLC (ACG) is the parent company of TAG Mobile, LLC. All subsidiaries of ACG are sister companies of each other. Only four ACG subsidiaries offer telecommunications services: (1) dPi Teleconnect – a designated ETC providing prepaid wireline phone service, dial-up Internet and Lifeline supported wireline phone service, (2) TAG Mobile – a designated ETC providing prepaid wireless service and Lifeline wireless service, (3) Unity Telecom – Commercial wireline, VoIP, DSL and Hosted PBX services, and (4) Intelliverse – VoIP, IVR and Hosted PBX services.

EXHIBIT B

(STATE) Wireless Lifeline Service Application



When completed mail or fax form to:
1330 Capital Parkway
Carrollton, TX 75006
Fax 866-254-6320
Customer Service: 1-866-959-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required:

PLEASE CHECK ONE

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP) |
| <input type="checkbox"/> Medicaid (<u>not Medicare</u>) | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Income at or below 135% of federal poverty level |

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by TAG as confidential customer account information.

- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, **my household is not currently receiving a Lifeline-supported service from any other provider.**
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: _____ Date: _____

Name: _____ D.O.B.: _____ Last 4 Digits of SSN: _____

Residence Address (***May not be a PO Box***): _____

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.
- ☐ The address provided above is a Multi-Household residence. (Requires completion of the multi-family worksheet.)

City: _____ State: _____ Zip Code: _____

Mailing Address (if different than residence address): _____

City: _____ State: _____ Zip Code: _____

Contact Number: _____ E-mail address: _____

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: _____.

I, _____, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.
(Agent/Company Representative Name)

Agent/Company Representative Signature: _____ Date: _____

In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

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

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
☐ Medicaid
☐ Section 8 Federal Public Housing Assistance (FPHA)
☐ Supplemental Security Income (SSI)
☐ Temporary Assistance for Needy Families (TANF)
☐ Low Income Home Energy Assistance Program (LIHEAP)
☐ National School Lunch Program's free lunch program
☐ State Program 1
☐ State Program 2

List B - Choose 1:

- ☐ Program participation card/document
☐ Prior year's statement of benefits
☐ Notice letter of participation
☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document:
____/____/____

Applicant Account Number	Rep/Agent Signature

(STATE) Wireless Lifeline Service Application



When completed mail or fax form to:
1330 Capital Parkway
Carrollton, TX 75006
Fax 866-254-6320
Customer Service: 1-866-959-4918



A complete and signed Lifeline Application and Certification Form ("Application") is required to enroll your household in TAG Mobile, LLC's ("TAG's") Lifeline program in your state. This Application is only for the purpose of verifying your eligibility for the Lifeline service program and will not be used for any other purpose. Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. All Lifeline subscribers must complete their own Application for service. Service requests will not be processed until this Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

Lifeline benefits are federal benefits and Applicants that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline.

Each household will be required to verify continued eligibility for Lifeline program participation on at least an annual basis.

Please indicate which Lifeline Program for which you qualify:

☐ Enhanced Lifeline

I (Applicant) hereby certify that **I am an eligible resident of Tribal Lands**, I participate in at least one of the following programs and am able to verify my identity and participation as required.

PLEASE CHECK ONE

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) | <input type="checkbox"/> Tribally Administered TANF (TATANF) |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP) |
| <input type="checkbox"/> Medicaid (<u>not Medicare</u>) | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Head Start (meeting income qualifying standards) |
| <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA) | <input type="checkbox"/> Income at or below 135% of federal poverty level |

☐ Regular Lifeline

I (Applicant) participate in at least one of the following programs, and am able to verify my identity and participation as required.

PLEASE CHECK ONE

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Low Income Home Energy Assistance Plan (LIHEAP) |
| <input type="checkbox"/> Medicaid (<u>not Medicare</u>) | <input type="checkbox"/> National School Lunch Program's free lunch program (NSL) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Income at or below 135% of federal poverty level |

Evidence of program eligibility is required. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of the Applicant's state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

I (Applicant) certify, under penalty of perjury that [check boxes]:

- ☐ I have read and understand this Application, and swear and affirm that the information contained in this Application is true and correct, to the best of my knowledge and belief. I understand that I must meet certain eligibility qualifications as described above to receive Lifeline assistance, and I further understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the above designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the above designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
- ☐ The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on this Application that I am required to notify TAG of my new address within 30 days.
- ☐ If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.

- ☐ I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
- ☐ I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
- ☐ I authorize TAG to access any records required to verify my statements on this form and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the above programs to provide to TAG my participation status in any of the above program(s). I give this permission on the condition that the information in this Application and any information about my participation in the above programs provided by officials be maintained by TAG as confidential customer account information.
- ☐ I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
- ☐ My household will receive only one Lifeline benefit and, to the best of my knowledge, **my household is not currently receiving a Lifeline-supported service from any other provider.**
- ☐ I am entitled to complete this Application, and am not listed as a dependent on another person's tax return (unless over the age of 60).

Applicant's Signature: _____ Date: _____

Name: _____ D.O.B.: _____ Last 4 Digits of SSN: _____

Residence Address (May not be a PO Box): _____

- ☐ The address provided above is a temporary address. I will validate this address with TAG every 90 days until I obtain a permanent address.
- ☐ The address provided above is a Multi-Household residence. (Requires completion of the multi-family worksheet.)

City: _____ State: _____ Zip Code: _____

Mailing Address (if different than residence address): _____

City: _____ State: _____ Zip Code: _____

Contact Number: _____ E-mail address: _____

If Qualifying for Lifeline by Income, the Number of Individuals in My Household: _____

I, _____, hereby attest that the Applicant's ID and supporting documentation checked below were presented and verified.

(Agent/Company Representative Name)

Agent/Company Representative Signature: _____ Date: _____

In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless service at least once per month.

You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service.

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed and provide information requested; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility (check 1):

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

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meeting income qualifying standards)
- ☐ State Program 1
- ☐ State Program 2

List B - Choose 1:

- ☐ Program participation card/document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official document evidencing participation _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep/Agent Signature

EXHIBIT C



Lifeline Service Application Income Eligibility Worksheet



Individuals in all states are able to enroll in the Lifeline program by demonstrating that their household's annual income is at or below 135% of the Federal Poverty Guidelines. This table should be used to determine whether a Lifeline applicant is eligible for Lifeline service based on the number of individuals in the applicant's household and the applicant's household annual income:

HOUSEHOLD SIZE	INCOME LEVEL
1	\$15,080
2	\$20,426
3	\$25,772
4	\$31,118
5	\$36,464
6	\$41,810
7	\$47,156
8	\$52,502
For each additional person	Add \$5,346

Applicants must list the number of individuals in the applicant's household on the Lifeline application form. Applicants seeking to qualify for Lifeline service based on their household income must present one of the following documents in order to prove eligibility:

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

This is a Lifeline service provided by TAG Mobile, LLC. Lifeline is a government assistance program. Only one Lifeline service is available per household. Households are not permitted to receive multiple Lifeline benefits whether they are from one or multiple companies, wireless or wireline. Proof of eligibility is required for enrollment and only eligible customers may enroll in Lifeline service. Consumers who willingly make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline is a non-transferable benefit. Lifeline customers may not transfer their benefits to any other person.

EXHIBIT D



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

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

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

TAG Mobile Lifeline supported service includes:

- nationwide coverage via Sprint or Verizon networks
- text messaging
- minutes good for local and domestic long distance calls
- voicemail
- 911 available even when your phone has no minutes left
- free calls to 211

— — — — IMPORTANT — — — —

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

Low Cost Reload Minute Packages

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

For a reload location near you call 1-866-959-4918

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

1. I meet the income-based eligibility criteria for Lifeline service or am a current recipient of the designated program(s) and will notify TAG within thirty (30) business days (1) if I am no longer participating in any of the designated program(s); (2) if my household is receiving more than one Lifeline supported service; or (3) if for any other reason my household no longer satisfies the criteria for receiving Lifeline support. I have provided documentation of eligibility if required.
2. The residence address provided below is my primary and permanent residence, and not a second home or business. I understand that if I move from the address included on my Application that I am required to notify TAG of my new address within 30 days.
3. If I provided a temporary residential address to TAG, I will verify my temporary residential address every 90 days.
4. I understand the notification requirements described above with respect to both program eligibility and current address information, and I further understand that I or my household may be subject to penalties if these requirements are not followed.
5. I understand that I may be required to re-certify the continued eligibility of my household for participation in the Lifeline program at any time, but will be required to provide such recertification on at least an annual basis. I understand that failure to re-certify as required will result in the termination of Lifeline benefits. I further understand that I may be subject to the same penalties for providing false or fraudulent information at the time of recertification as are applicable to the initial application.
6. I authorize TAG to access any records required to verify my statements on my application and to confirm my eligibility for the TAG Lifeline credit. I give permission to the duly authorized official(s) administering the designated program(s) to provide to TAG my participation status in such program(s). I give this permission on the condition that the information in this Application and any information about my participation in the designated programs provided by officials be maintained by TAG as confidential customer account information.
7. I authorize TAG to release any records required for the administration of the TAG Lifeline credit program (including my name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.
8. My household will receive only one Lifeline benefit and, to the best of my knowledge, my household is not currently receiving a Lifeline-supported service from any other provider.
9. I am entitled to complete the Application, and am not listed as a dependent on another person's tax return (unless over the age of 60)

Terms and Conditions:

Provision of a free phone and a preset amount of free monthly minutes of use are provided by TAG as part of the Universal Service Low Income support mechanism commonly referred to as the Lifeline program. Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both. Note that not all Lifeline services are currently marketed under the name Lifeline. If you do not qualify for Lifeline supported services, you may opt to purchase a phone and pay a one-time \$60 activation fee plus the cost of the selected pre-paid package. In most cases, TAG service will only work on cellular handsets provided by/purchased from TAG. Text messaging on Lifeline accounts is decremented for mobile originating and mobile terminating messages at the rate of 3 texts, either send or received, to 1 of your free monthly minutes. It does not cost you minutes to check your voicemail from any other phone. Unused minutes expire at midnight EST on the 30th day of the billing cycle associated with your account, which is determined by your service initiation date. By activating and using this service you agree to indemnify and hold harmless TAG Mobile, LLC and its affiliates for any damages that arise from the use of the service. The wireless service described herein is provided on either the Sprint or Verizon Wireless Networks and is resold under the TAG Mobile brand. TAG Mobile is a registered trademark. For complete terms and conditions visit our website: www.tagmobile.com.

FREE

Cell Phone

Free Minutes Every Month

No Contract

No Credit Check

Sign Up Today!

TAGTM

mobile

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

FREE

Cell Phone

Free Minutes Every Month

No Contract

No Credit Check

mobile

Sign Up Today!

www.tagmobile.com

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



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

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

DA 12-1286

Release Date: August 8, 2012

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

WC Docket Nos. 09-197 and 11-42

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

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

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

² 47 U.S.C. § 214(e)(1)(A).

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

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

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

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

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

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

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

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

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

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

APPENDIX

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

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May 22, 2020

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: TAG Mobile, LLC Amended Compliance Plan
WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On July 26, 2012, TAG Mobile, LLC (“TAG” or “Company”) submitted its Compliance Plan outlining the measures it would take to implement the conditions imposed by the Federal Communications Commission (“FCC” or “Commission”) in its 2012 Lifeline Reform Order.¹ The Commission approved TAG’s Compliance Plan on August 8, 2012.²

TAG now seeks expedited approval of the attached Amended Compliance Plan, which has been updated to: (1) reflect a proposed change in ownership of the Company³ (as discussed in Section III of the Amended Compliance Plan); and (2) update the information provided in the approved Compliance Plan due to the passage of time, most notably to reflect compliance with changes to Lifeline program rules set forth in the 2016 Third Report and Order⁴ including enrollment processes and minimum service standards.

¹ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (2012 Lifeline Reform Order).

² See *Wireline Competition Bureau Approves the Compliance Plans of Birch Communications, Boomerang Wireless, IM Telecom, Q Link Wireless, and TAG Mobile*, WC Dckt. Nos. 09-197 and 11-42, Public Notice, DA 12-1286 (rel. August 8, 2012).

³ The Company has filed with the Commission the required Application for Consent to Transfer Control of a Company Holding International and Blanket Domestic Section 214 Authority.

⁴ See *In the Matter of Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket No. 11-42, WC Docket No. 00-197, WC Docket No. 10-90, Third Report and Order, Further Report and Order, and Order on Reconsideration, FCC 16-38 (rel. Apr. 27, 2016) (“Third Report and Order”).

Marlene H. Dortch, Secretary

May 22, 2020

Page 2 of 2

Exhibits were updated to remove application forms (due to required use of uniform/National Verifier forms) and provide updated sample marketing materials.

TAG respectfully requests that the Commission expeditiously approve its Amended Compliance Plan. Please feel free to contact the undersigned if there are any questions regarding this filing.

Respectfully submitted,

s/ Lance J.M. Steinhart

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Attachment

cc: Ryan Palmer
Jodie Griffin

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
TAG Mobile, LLC	

TAG MOBILE, LLC COMPLIANCE PLAN

TAG Mobile, LLC (“TAG” or the “Company”),¹ through its undersigned counsel, hereby respectfully submits and requests expeditious approval of these revisions to its approved Compliance Plan (“Amended Compliance Plan”) outlining the measures it will take to comply with the Federal Communications Commission’s (“Commission” or “FCC”) 2012 Lifeline Reform Order,² as well as the Order on Reconsideration and Third Report and Order.³ TAG’s Compliance

¹ Changes in the Company’s holding company and affiliates following a proposed change in ownership are discussed in Section III herein; upon consummation, the Company’s names and identifiers will be changed to TAG Mobile Telecom, LLC d/b/a TAG Mobile.

² See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“2012 Lifeline Reform Order”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012) (“Compliance Plan Public Notice”).

³ See *Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket Nos. 11-42, 09-197, 10-90, Second Further Notice of Proposed Rulemaking, Order on Reconsideration, Second Report and Order, and Memorandum Opinion and Order, FCC 15-71, ¶ 249 (rel. June 22, 2015) (“Order on Reconsideration”). See *In the Matter of Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund*, WC Docket No. 11-42, WC Docket No. 00-197, WC Docket No. 10-90, Third Report and Order,

Plan was originally approved by the Wireline Competition Bureau (“Bureau”) on August 8, 2012.⁴ TAG is designated as an eligible telecommunications carrier (“ETC”) to provide Lifeline services to low-income consumers on a wireless basis in Arizona, Arkansas, California, Colorado, Iowa, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, West Virginia and Wisconsin. TAG files this Amended Compliance Plan to update the information provided due to the passage of time and to reflect a proposed change in ownership described in Section III below.

TAG commends the Commission’s commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. TAG complies with 911 requirements as described below and qualifies for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act to participate as an ETC in the Lifeline program.⁵

TAG complies fully with all conditions set forth in the 2012 Lifeline Reform Order and Third Report and Order, as well as with the Commission’s Lifeline rules and policies more generally.⁶ This Compliance Plan describes the specific measures that the Company has

Further Report and Order, and Order on Reconsideration, FCC 16-38 (rel. Apr. 27, 2016) (“Third Report and Order”).

⁴ *Wireline Competition Bureau Approves the Compliance Plans of Birch Communications, Boomerang Wireless, IM Telecom, Q Link Wireless, and TAG Mobile*, WC Dckt. Nos. 09-197 and 11-42, Public Notice, DA 12-1286 (rel. August 8, 2012).

⁵ See 2012 Lifeline Reform Order ¶ 368. Although TAG qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. TAG will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund, including in any state where the public utilities commission determines that TAG provides service using its own facilities for purposes of a state universal service program.

⁶ TAG will update its associated Lifeline program forms and advertising, whenever necessary, to reflect Commission changes to the applicable Lifeline program rules.

implemented to achieve these objectives. Specifically, this Compliance Plan: (1) describes in detail the measures that TAG takes to implement the obligations contained in the 2012 Lifeline Reform Order and Third Report and Order, including (a) the procedures the Company follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low Income Fund and (b) materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how TAG offers Lifeline services, the geographic areas in which it offers services, and a detailed description of the Company's Lifeline service plan offerings.

ACCESS TO 911 AND E911 SERVICES⁷

Pursuant to the 2012 Lifeline Reform Order, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its wireless Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of wireless Lifeline-eligible subscribers who obtain Lifeline-supported services.⁸ The Company will provide its wireless Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all TAG customers will have available access to emergency calling services at the time that Lifeline voice telephony service is initiated, and that such 911 and E911 access will be available from Company handsets, even if the account associated with the handset has no minutes remaining.

TAG's existing practices currently provide access to 911 and E911 services for all customers. TAG uses Sprint and T-Mobile as its underlying wireless network providers/carriers ("Underlying Carriers"). These Underlying Carriers route 911 calls from the Company's

⁷ See Compliance Plan Public Notice at 3.

⁸ See 2012 Lifeline Reform Order ¶ 373.

customers in the same manner as 911 calls from their own retail customers. To the extent that TAG's Underlying Carriers are certified in a given PSAP territory, this 911 capability will function the same for the Company. TAG also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended or has any remaining minutes.

E911-Compliant Handsets. TAG's handsets used in connection with the wireless Lifeline service offering have always been and will continue to be 911 and E911-compliant. The Company's phones have passed a stringent certification process, which ensures that the handset models used meet all 911 and E911 requirements. As a result, any existing wireless customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. To the extent TAG offers handsets for use with its Lifeline service, any new customer that qualifies for and enrolls in TAG's Lifeline voice telephony service is assured of receiving a 911/E911-compliant handset.

To further obtain the benefits of a modernized Lifeline program, the Commission's Third Report and Order also set forth the requirement that Lifeline providers providing both mobile broadband services and devices to their consumers provide handset devices that are Wi-Fi enabled.⁹ The Commission further requires such providers to offer the choice to Lifeline customers of devices that are equipped with hotspot functionality.¹⁰ To the extent TAG offers devices for use with its Lifeline-supported broadband service, it commits to provide devices that meet the equipment requirements set forth in 47 C.F.R. § 54.408(f).

⁹ See Third Report and Order at ¶ 366.

¹⁰ See *id.* The Third Report and Order clarifies that the requirement to provide Wi-Fi-enabled handsets does not apply to devices provided prior to the effective date of the rule (December 2, 2016).

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE¹¹

A. Policy

TAG will comply with the uniform eligibility criteria established in section 54.409 of the Commission's rules, as amended by and through the Third Report and Order. Therefore, all subscribers will be required to demonstrate eligibility, as determined by the National Lifeline Eligibility Verifier ("National Verifier"),¹² based on: (1) household income at or below one hundred-thirty five percent (135%) of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in sections 54.409 of the Commission's rules. In addition, through the certification requirements described below and the use of the National Lifeline Accountability Database ("NLAD"), the Company confirms that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

B. Eligibility Determination

Eligible customers can enroll in TAG's Lifeline service in-person with field representatives or at TAG retail locations, or apply electronically at kiosks or on the Company's website. Customers may also apply directly with the National Verifier online or by mail. Regardless of enrollment method, TAG relies upon the National Verifier for determination of consumer eligibility for Lifeline.

¹¹ See Compliance Plan Public Notice at 3.

¹² The National Verifier is fully operational, except in NLAD Opt-out states where it is undergoing a modified launch (see *Wireline Competition Bureau Announces the Next National Lifeline Eligibility Verifier Launch in Three States*, WC Docket No. 11-42, Public Notice, DA 19-1290 (Released Dec. 18, 2019). In these states, TAG will rely upon the National Verifier in conjunction with the state administrator (together, the "National Verifier") for eligibility determination.

TAG uses a web-based electronic Lifeline enrollment application (“electronic application”) for its in-person Lifeline customer enrollments. The electronic application works on a tablet or computer in tandem with the National Verifier Service Provider portal to provide the required disclosures and collect applicant information, identity documentation, and proof of eligibility, all of which is uploaded to the National Verifier for eligibility determination and NLAD duplicate check. Each prospective customer is checked against the NLAD to ensure that the applicant does not already receive Lifeline service before the customer is enrolled.¹³ The electronic application also checks the applicant’s address against the E911 database to clear service from TAG’s underlying providers and verifies coverage is available in TAG’s designated service territory.

When in person, TAG requires all prospective customers to provide a copy of their valid government-issued photo identification.¹⁴ Customers that enroll electronically will use the National Verifier consumer portal to submit their Lifeline application, eligibility proof and copy of government-issued identification directly to the National Verifier, or customers may submit such documentation directly to the National Verifier by mail.

As discussed in further detail in Section I.F. below, all employees or representatives (“Representatives”) who interact with current or prospective customers are trained regarding all applicable eligibility and certification requirements, including the one-per-household requirement, and told to inform potential customers of those requirements.

Further, TAG will not enroll customers at retail locations where TAG does not have an agency agreement with the retailer. TAG will require a retailer to have any employees involved in the enrollment process go through the standard TAG training process, just as it would for any other

¹³ See *infra* Section I.F. regarding use of the NLAD.

¹⁴ Any identification documentation collected, including documentation used in NLAD processes to verify identity are now retained pursuant to the Order on Reconsideration. See Order on Reconsideration ¶ 224.

Company Representative. By establishing contractual relationships with all of its Representatives, including future retail outlets, TAG meets the “deal directly” requirement adopted in the TracFone Forbearance Order.¹⁵

The Commission determined in the 2012 Lifeline Reform Order that ETCs may permit representatives to assist with the Lifeline application process because “the Commission has consistently found that ‘[l]icensees and other Commission regulatees are responsible for the acts and omissions of their employees and independent contractors.’”¹⁶ TAG further commits to comply with the Commission’s *Fifth Report and Order* which set forth reforms to strengthen the Lifeline program’s enrollment, recertification, and reimbursement processes including involvement of representatives, once the rule changes set forth therein become effective.¹⁷

TAG is responsible for the actions of all of its Representatives, and a non-commissioned TAG employee will be responsible for overseeing and finalizing every Lifeline enrollment and request for reimbursement. The Company will therefore always “deal directly” with its customers to certify and verify the customer’s Lifeline eligibility.

¹⁵ See 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, FCC 05-165, ¶ 19 (2005).

¹⁶ 2012 Lifeline Reform Order ¶ 110.

¹⁷ *In the Matter of Bridging the Digital Divide for Low-Income Consumers, Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support*, WC Docket No. 17-287, WC Docket No. 11-42, WC Docket No. 09-197, Fifth Report and Order, Memorandum Opinion and Order and Order on Reconsideration, and Further Notice of Proposed Rulemaking, FCC 19-111 (rel. Nov. 14, 2019) (“*Fifth Report and Order*”). The order is effective January 27, 2020, except for section 54.406(b) [“*Prohibition of commissions for enrollment representatives*”], which is effective February 25, 2020, and section 54.406(a) [“*Enrollment representative registration*”], which is effective March 26, 2020. Revisions to Sections 54.404(b)(12) [relating to not enrolling/claiming a subscriber unless they are verified to be alive] and 54.410(f) [changes to recertification] are delayed and the FCC will publish a document announcing the effective date.

De-Enrollment for Ineligibility. If TAG has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing, will comply with any state dispute resolution procedures applicable to Lifeline termination, and will give the subscriber thirty (30) days to demonstrate continued eligibility.¹⁸ A demonstration of eligibility must comply with the annual verification procedures below and found in rule section 54.410(f), including the submission of a certification form.

As required by the Commission's rules, if a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within two (2) business days.¹⁹ Customers can make this request by calling the Company's customer service number and will not be required to submit any documents. Live customer service and bilingual operators can currently be reached for Lifeline service support from 9 AM to 6 PM Eastern, Monday through Saturday, with 24/7 access to assistance via IVR and online help center.

C. Subscriber Certifications for Enrollment

TAG has implemented certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance in compliance with 47 C.F.R. § 54.410(a). The Company shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company's customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete the universal or National Verifier Lifeline application forms required by FCC rules ("Universal Forms"), and thus TAG complies with the disclosure and

¹⁸ See 2012 Lifeline Reform Order ¶ 143; 47 C.F.R. § 54.405(e)(1).

¹⁹ See 47 C.F.R. § 54.405(e)(5).

information collection requirements in 47 C.F.R. § 54.410(d).²⁰ The Universal Forms, whether online or paper format, indicate qualifying programs as well as a breakdown of income eligibility based upon the Federal Poverty Guidelines by household size. When enrolling with TAG's assistance via the service provider portal, Company personnel will orally explain the certifications to consumers.²¹

Disclosures. The Universal Forms include the following disclosures, which the Company also includes on its website or electronic application platform: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.²² The Universal Forms further collect the information and certifications required by 47 C.F.R. §§ 54.410(d)(2)-(3), and require the applicant to consent to transmission of the subscriber's information to the Administrator to ensure the proper administration of the Lifeline program.²³

²⁰ See *FCC Wireline Competition Bureau Provides Guidance on Universal Forms for the Lifeline Program*, WC Docket No. 11-42, Public Notice, DA 18-161 (rel. Feb. 20, 2018). The standard application/certification forms are available on USAC's website (See USAC, Lifeline Forms, <https://www.usac.org/lifeline/additional-requirements/forms/>). See Compliance Plan Public Notice at 3.

²¹ See 2012 Lifeline Reform Order ¶ 123.

²² See *id.* ¶ 121; 47 C.F.R. § 54.410(d)(1).

²³ See 47 C.F.R. § 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure

D. Annual Verification Procedures

TAG relies upon the National Verifier to annually re-certify all subscribers in compliance with section 54.410(f)(3) of the Commission's rules. The National Verifier is responsible to annually confirm a subscriber's current eligibility to receive Lifeline by querying the appropriate income or eligibility databases, or contacting subscribers as needed to obtain a signed certification from the subscriber on a form that meets the certification requirements in section 54.410(d). The National Verifier is responsible for sending notice to the subscriber explaining that failure to respond to the re-certification request within sixty (60) days will result in the subscriber's de-enrollment from the Lifeline program. If TAG is notified by the National Verifier that it is unable to re-certify a subscriber, TAG will comply with the de-enrollment requirements provided for in §54.405(e)(4).²⁴

E. Activation and Non-Usage

To the extent TAG offers Lifeline service that does not require the Company to assess and collect a monthly fee from its subscribers, TAG will not consider a subscriber activated, and will not seek Lifeline reimbursement for that subscriber, until the subscriber activates the Company's service either by initiation and/or actual use of the service by the subscriber.²⁵

the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. *See* 47 C.F.R. § 54.404(b)(9).

²⁴ TAG may send messages to its customers, as permitted by National Verifier recertification processes, to educate them regarding the annual recertification process and requirement, as contemplated by the 2012 Lifeline Reform Order. This type of educational recertification message is consistent with the 2012 Lifeline Reform Order, which states that "ETCs and states may also choose to notify subscribers about the re-certification requirements in their Lifeline outreach materials. By taking these actions, ETCs and states will ensure that consumers are aware of the importance of responding to re-certification efforts, and that they are not inadvertently disconnected due to a lack of understanding of program rules." 2012 Lifeline Reform Order ¶ 145.

²⁵ *See* 2012 Lifeline Reform Order ¶ 257; 47 C.F.R. § 54.407(c)(1).

After service activation, TAG will not seek reimbursement from the USF for and will de-enroll any subscriber that has not used TAG's Lifeline service as set forth in 47 C.F.R. § 54.407(c)(2). An account will be considered active if the authorized subscriber establishes usage, as "usage" is defined by 47 C.F.R. § 54.407(c)(2), during the specified timeframe, currently a period of thirty (30) days, or during the notice period set forth in 47 C.F.R. § 54.405(e)(3), currently a period of fifteen (15) days. In accordance with 47 C.F.R. § 54.405(e)(3), TAG will provide the subscriber advanced notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the notice period will result in service termination for non-usage. TAG will update the NLAD within one (1) business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.²⁶

F. Additional Measures to Prevent Waste, Fraud and Abuse

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, TAG has implemented measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

Database. The Company complies with the requirements of the NLAD and section 54.404 of the Commission's rules. Through use of the National Verifier, the Company queries the NLAD for every enrollment²⁷ to determine whether a prospective subscriber is currently receiving a

²⁶ See 2012 Lifeline Reform Order at ¶ 257; see also 47 C.F.R. §§ 54.404(b)(10) and 54.405(e)(3), respectively.

²⁷ With the limited exception of states that have opted out of the NLAD. In those states, TAG will follow the duplicates detection process required by the state.

Lifeline service from another ETC and whether anyone else living at the prospective subscriber's residential address is currently receiving Lifeline service.²⁸

In addition to checking the NLAD, Company personnel emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction. All Company personnel interacting with existing and potential Lifeline customers undergo training regarding eligibility and certification requirements. Representatives must acknowledge completion of the training and agree to follow the procedures outlined therein. Further, Representatives assisting with National Verifier or NLAD transactions will be required to participate in the Representative Accountability Database (RAD) in accordance with FCC rules. All Representatives are given a toll-free hotline and an email address that can be used for any issues or questions regarding Lifeline services.

One-Per-Household Certification. TAG has implemented the requirements of the 2012 Lifeline Reform Order to ensure that it provides only one Lifeline benefit per household²⁹ through the use of Universal Forms discussed above, National Verifier and NLAD database checks, and its marketing materials discussed below. Upon receiving an application for the Company's Lifeline service, TAG will search its own internal records to ensure that it does not already provide

²⁸ See 2012 Lifeline Reform Order ¶ 203. The Company transmits to the NLAD the information required for each new Lifeline subscriber. See *id.*, ¶¶ 189-195; 47 C.F.R. § 54.404(b)(6). Further, the Company updates each subscriber's information in the NLAD within ten (10) business days of any change, except for de-enrollment, which will be transmitted within one business day. See 47 C.F.R. § 54.404(b)(8),(10). These statements may not be applicable in states that have opted out of the NLAD.

²⁹ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See 2012 Lifeline Reform Order ¶ 74; section 54.400(h).

Lifeline-supported service to someone at the same residential address.³⁰ If an applicant shares an address with one or more existing Lifeline subscribers according to the NLAD or National Verifier, the prospective subscriber may complete a form certifying compliance with the one-per-household rule in accordance with 47 C.F.R. § 54.410(g).³¹

If an applicant is determined to have an existing Lifeline service, TAG will explain that a subscriber cannot have multiple Lifeline Program benefits with the same or different service providers, and will obtain consent from the subscriber that the subscriber wishes to transfer their existing Lifeline service to TAG (and acknowledges doing so will result in loss of the Lifeline benefit with their former Lifeline service provider) prior to initiating a benefit transfer.

Marketing Materials. The Company includes the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) that documentation is necessary for enrollment; and (7) the name of the ETC (TAG Mobile).³² These statements are included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering.³³ This specifically includes the Company's website as well as outdoor signage.³⁴ Samples of the Company's marketing materials are included as **Exhibit A**.³⁵ In addition, the

³⁰ See 2012 Lifeline Reform Order ¶ 78.

³¹ The Household Worksheet is available at <https://www.usac.org/lifeline/additional-requirements/forms/>.

³² See 2012 Lifeline Reform Order ¶ 275; 47 C.F.R. § 54.405(c).

³³ See 2012 Lifeline Reform Order ¶ 275; 47 C.F.R. § 54.405(c).

³⁴ See 2012 Lifeline Reform Order ¶ 275; 47 C.F.R. § 54.405(c).

³⁵ Exhibit A is a sample and is subject to change, especially to ensure compliance with changes in FCC rules or state-specific conditions.

application forms state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

G. Company Reimbursements from the Fund

To ensure that TAG does not seek reimbursement from the Fund without a subscriber's consent, the Company certifies, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.³⁶ Further, the Company will comply with the Commission's requirement to use a first day of the month uniform snapshot date to request reimbursement from USAC for the provision of Lifeline support.³⁷ In addition, the Company will keep accurate records as directed by USAC³⁸ and as required by section 54.417 of the Commission's rules.

H. Annual Company Certifications

The Company submits an annual FCC Form 481 filing to the Commission by July 1st of each year, providing the Company's business and affiliate information, terms and conditions of any voice telephony plans offered to Lifeline subscribers, and all other required information and certifications.³⁹ The Company also submits an annual Form 555 filing to the Commission certifying, under penalty of perjury, that the Company: (1) has policies and procedures in place to ensure that its Lifeline subscribers are eligible to receive Lifeline services; (2) that the Company is in compliance with all federal Lifeline certification procedures; and (3) that the Company is in

³⁶ See *2012 Lifeline Reform Order* ¶ 128; 47 C.F.R. § 54.407(d).

³⁷ See 47 C.F.R. § 54.407(a).

³⁸ See *id.* at § 54.407(e).

³⁹ See *id.* at § 54.422.

compliance with the minimum service levels set forth in 47 C.F.R. §54.408.⁴⁰ The Company provides the results of its re-certification efforts, performed pursuant to section 54.410(f) of the Commission's rules, as amended, annually by January 31st, for its re-certification efforts of the previous year.⁴¹

II. Description of Lifeline Service Offerings⁴²

TAG will offer its Lifeline service in the service areas in the states where it is designated as an ETC and throughout the coverage area of its respective, underlying provider(s). TAG's Lifeline-supported services will meet or exceed the minimum service standards set forth in 47 C.F.R. § 54.408.

TAG's current wireless Lifeline offering based upon minimum service standards effective December 1, 2019 consists of the following plan option(s):

PLAN DESCRIPTION	VOICE	TEXT	DATA	LIFELINE PRICE
1000 Voice/Unlim Text/ 3 GB Data	1000	Unlimited	3 GB	\$0.00

In addition to allotments of voice, text and broadband services, TAG's current wireless Lifeline offering includes a free handset or SIM card and access to custom calling features at no charge, including Caller ID, Call Waiting, and Voicemail. All wireless Lifeline plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Lifeline customers can purchase additional minutes or data through customer service and on the Company's website. Additional information regarding the Company's wireless Lifeline plans, rates and services can be found on its website.

⁴⁰ See *id.* at § 54.416(a).

⁴¹ See *id.* at § 54.416(b).

⁴² See Compliance Plan Public Notice at 3.

III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation⁴³

Financial and Technical Capabilities. Section 54.202(a)(4)⁴⁴ requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements,⁴⁵ and the Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate; whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding in any state.

On October 5, 2017, TAG's creditors filed an involuntary petition for relief (the "Bankruptcy Case") under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court"), Case No. 17-33791-sgj-11. Pursuant to the Bankruptcy Court's Order of September 11, 2019 [Docket No. 276], granting the *Amended Motion to Permit Trustee to Create a Subsidiary and Transfer Regulated Assets to it Free and Clear* [Docket No. 259], the Bankruptcy Court authorized TAG to form TAG Mobile Bankruptcy Sale Entity LLC ("TAG Bankruptcy Entity") as a wholly owned subsidiary of TAG and to eventually transfer the Regulated Assets (as defined below) to the TAG Bankruptcy Entity. On May 8, 2020, the Bankruptcy Court entered an *Order Granting the Chapter 11 Trustee's Motion to (A) Approve Transfer of Assets from Debtor to Debtor's Subsidiary Free and Clear of Liens, Claims, Encumbrances, and Other Interests; and (B) to Approve Sale of Debtor's Membership Interest in*

⁴³ See Compliance Plan Public Notice at 3.

⁴⁴ See 47 C.F.R. § 54.202(a)(4).

⁴⁵ See 2012 Lifeline Reform Order ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

the Debtor's Subsidiary and Certain Other Assets to Buyer Free and Clear of All Liens, Claims, Encumbrances, and Other Interests (the "Sale Order"). The transfer of assets included, among other regulated assets defined in the Sale Order,⁴⁶ TAG's approved FCC Compliance Plan. Pursuant to the terms of the Membership Interest Purchase Agreement dated April 29, 2020, by and among Robert Yaquinto, Jr. (the "Trustee"), solely in his capacity as the chapter 11 trustee of TAG, and Vector Holdings Group LLC ("Vector") or its designee, Vector purchased one hundred percent (100%) of the membership interests of TAG Bankruptcy Entity (the "Transaction"). A copy of the Membership Interest Purchase Agreement was attached as an exhibit to the Sale Order. Upon consummation of the Transaction after any required regulatory approvals, Vector intends to change the name of TAG Bankruptcy Entity to TAG Mobile Telecom, LLC d/b/a TAG Mobile.

Vector is a Delaware limited liability company with its principal offices located at 200 S. Andrews Avenue, Suite 600, Fort Lauderdale, Florida 33301. Vector was created for purposes of the Transaction. Vector has established considerable financial resources that will be available, as needed, to support TAG in its operations and continuing growth. Vector is wholly owned by Quadrant Holdings Group LLC ("Quadrant"), a holding company. Quadrant is a non-regulated Delaware limited liability company with principal offices located at 499 East Sheridan Street, Suite 400, Dania Beach, Florida 33004. Quadrant also owns 100% of: Centurion Logics, LLC, a Florida limited liability company that provides proprietary back-end software and is not a regulated entity; Q LINK WIRELESS LLC ("Q LINK"), a Delaware limited liability company that provides

⁴⁶ The term "Regulated Assets" was defined as (a) TAG Mobile's Lifeline customers; (b) all applications, billing, usage, customer support and other books and records evidencing or relating to Tag Mobile's Lifeline customers; (c) a Federal Communications Commission (the "FCC") ETC designation, which TAG Mobile needs to provide Lifeline services; (d) an approved FCC compliance plan for the Lifeline Program; (e) 19 state ETC designations for the Lifeline Program; (f) 19 state wireless registrations; and (g) domestic and international "section 214" authorizations given by the FCC, which all telecommunication carriers need to provide interstate and international service.

wireless services to customers in thirty-one (31) jurisdictions⁴⁷ in which it has been designated as an ETC to provide Lifeline services to low-income consumers; and Hello Mobile Telecom, LLC, a Delaware limited liability company that provides non-Lifeline wireless services in all of the United States (except Alaska and Wyoming), the District of Columbia, and Puerto Rico. Q LINK owns 100% of Q Lixar Corporation, an entity that provides mobile advertising and is not a regulated entity. Quadrant and Q LINK do not have any other subsidiaries. Neither Vector nor any of its affiliates have foreign ownership and, like TAG, are not foreign carriers or affiliated with foreign carriers in any market.

Vector brings to TAG not only financial stability, but also managerial and technical resources available to Vector through its affiliates which have been providing telecommunications service, including wireless Lifeline service, for over seven (7) years. Vector and its affiliates receive revenue from a number of sources which are independent from the revenue it receives in the form of Lifeline reimbursements, such as the following wholesale and non-Lifeline services: income from the sale of prepaid wireless services to non-Lifeline consumers as well as the sale of replenishment airtime minutes and data to Lifeline consumers, the sale of wholesale airtime to smaller and/or regional wireless service providers including ETCs for traditional prepaid service and Lifeline service, and the sale of various other ancillary services, including but not limited to Wireless Land Line Replacement service, data services, text only service packages, and advertising revenues. Vector will similarly move forward with TAG operations such that TAG provides non-Lifeline services wholly separate from and/or complementary to its Lifeline services. Consequently, TAG will not be relying exclusively on Lifeline reimbursement for its operating

⁴⁷ Arizona, Arkansas, Colorado, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, New York, Ohio, Oklahoma, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Texas, US Virgin Islands, Utah, Vermont, Washington, West Virginia, and Wisconsin.

revenues. Neither Vector nor its affiliates have been subject to enforcement sanctions related to the Low Income Fund or ETC revocation proceedings in any state.

With respect to technical expertise, Vector and its affiliates have considerable experience complying with the requirements of the federal Lifeline program. In addition, key members of TAG's current operations team will remain with the Company post-Transaction, continuing to work on day-to-day operations. As a result, the Transaction will bring together TAG's current valued personnel, and the full strength of Vector and its affiliates' proven telecommunications capabilities and business expertise, particularly with respect to compliance and marketing in the low-income consumer sector. As a result, Vector's ownership will enable TAG to achieve measurable growth at the same time as it develops improved operating efficiencies, both necessary components for the Company to thrive.

Service Requirements Applicable to the Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."⁴⁸ TAG certifies that it will comply with the service requirements applicable to the support the Company receives.⁴⁹ TAG's Lifeline supported voice services will meet the minimum service standards set forth in 47 C.F.R. § 54.408. TAG's Lifeline supported broadband services will meet the minimum service standards set forth in 47 C.F.R. § 54.408 for mobile broadband internet access services, including for service speed and data usage allowance, as such standards are updated on an annual basis. To the extent TAG provides devices for use with Lifeline-supported broadband service, such devices will meet the equipment requirements set forth in 47 C.F.R. § 54.408(f), and TAG will not impose an additional or separate tethering charge for mobile data usage below the minimum standard.

⁴⁸ Compliance Plan Public Notice at 3.

⁴⁹ See 47 C.F.R. § 54.202(a)(1).

The Company provides all of the telecommunications services supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. The Company's services include broadband Internet access service ("BIAS"), a supported service as of December 2, 2016, as well as voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, the Company's wireless service offerings included in Section II *supra* provide its customers with a set number of minutes of use at no additional charge to the customer beyond the monthly plan rate, and can be used for local and domestic toll service.

The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available, and will comply with any Commission requirements regarding E911-compliant handsets. As discussed above, the Company will comply with the Commission's applicable forbearance grant conditions relating to the provision of 911 and E911 services and handsets (when applicable).

Finally, TAG will not provide toll limitation service ("TLS"), which allows low-income consumers to avoid unexpected toll charges. However, since TAG is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their preset minutes. The Company, like most wireless carriers, does not differentiate domestic long-distance toll usage from local usage and all usage is paid for in advance. Pursuant to the 2012 Lifeline Reform Order, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁵⁰

IV. Conclusion

TAG submits that its Amended Compliance Plan fully satisfies the conditions set forth in the Commission's 2012 Lifeline Reform Order, the Compliance Plan Public Notice and the

⁵⁰ See 2012 Lifeline Reform Order ¶ 230.

Lifeline rules. Timely approval of this Amended Compliance Plan is essential to allow TAG to consummate the ownership change as described herein and demonstrably strengthen the Company's operating capabilities to the direct benefit of its Lifeline customers. Accordingly, the Company respectfully requests that the Commission expeditiously approve the revisions to its Compliance Plan.

Respectfully submitted,

/s/ Lance J.M. Steinhart

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Counsel

May 22, 2020

Exhibit A

Sample Marketing Materials



FREE CELL PHONE SERVICE

FREE TALK, TEXT AND DATA

NO CONTRACT | NO CREDIT CHECK

SIGN UP TODAY

Tag Mobile is a provider of Lifeline, a non-transferable federal benefit program. You must be eligible to enroll. Lifeline support is limited to one per household on wireline, wireless, or broadband service. If your household's income is at or below 135 percent of the federal poverty guidelines, or if you participate in a qualifying federal assistance program, you may be eligible for a Lifeline Program discount. Proof of eligibility will be required during enrollment.

FREE CELL PHONE SERVICE

FREE TALK, TEXT AND DATA



NO CONTRACT | NO CREDIT CHECK



WWW.TAGMOBILE.COM

TAG MOBILE IS A PROVIDER OF LIFELINE, A NON-TRANSFERABLE FEDERAL BENEFIT PROGRAM. YOU MUST BE ELIGIBLE TO ENROLL. LIFELINE SUPPORT IS LIMITED TO ONE PER HOUSEHOLD ON WIRELINE, WIRELESS, OR BROADBAND SERVICE. IF YOUR HOUSEHOLD'S INCOME IS AT OR BELOW 135 PERCENT OF THE FEDERAL POVERTY GUIDELINES, OR IF YOU PARTICIPATE IN A QUALIFYING FEDERAL ASSISTANCE PROGRAM, YOU MAY BE ELIGIBLE FOR A LIFELINE PROGRAM DISCOUNT. PROOF OF ELIGIBILITY WILL BE REQUIRED DURING ENROLLMENT.

Exhibit H
ATTACHMENT 7

Illustrative LifeLine Advertising

FREE CELL PHONE SERVICE

FREE TALK, TEXT AND DATA



NO CONTRACT | NO CREDIT CHECK



WWW.TAGMOBILE.COM

THIS IS A LIFELINE SERVICE LIMITED TO ONE DISCOUNT PER HOUSEHOLD. LIFELINE IS A GOVERNMENT ASSISTANCE PROGRAM AND IS NON-TRANSFERRABLE. PROOF OF ELIGIBILITY, SUCH AS AN ELIGIBLE PROGRAM CARD OR STATEMENT OF BENEFITS, IS REQUIRED AND ONLY ELIGIBLE CONSUMERS MAY ENROLL. CONSUMERS WHO WILLFULLY MAKE A FALSE STATEMENT IN ORDER TO OBTAIN A LIFELINE BENEFIT CAN BE PUNISHED BY FINE OR IMPRISONMENT OR CAN BE BARRED FROM THE PROGRAM.


Exhibit I

TAG Mobile Verification

Verification

I, Robert Yaquinto, Jr., state that I am the Chapter 11 Trustee of TAG Mobile, LLC ("TAG Mobile"), an Applicant in this proceeding; that I am authorized to issue this Verification on behalf of (i) TAG Mobile and (ii) TAG Mobile's pre-close subsidiary, TAG Mobile Bankruptcy Sale Entity, LLC (together with TAG Mobile, the "TAG Entities"); and that I have read the foregoing Joint Application (including the associated exhibits).

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Joint Application with respect to the TAG Entities are true and correct except as to matters that are stated on information or belief, and as to those matters, I believe them to be true.


Robert Yaquinto, Jr., Chapter
11 Trustee of TAG Mobile,
LLC

Dated: 9/24/2020

Exhibit J

Vector Verification/Certification (for New TAG Mobile as well)

VERIFICATION AND CERTIFICATION

I, Paul Turner, do hereby state that I am the President of Vector Holdings Group, LLC (“Vector”), one of the applicants in this proceeding, that I am authorized to issue this Verification and Certification on behalf of Vector (“Applicant”) and on behalf of the post-sale entity “TAG Mobile Bankruptcy Sale Entity, LLC” (the “New TAG Mobile”), and that I have read the foregoing Joint Application (including the associated exhibits).

In further support to the Joint Application, I do hereby attest that:

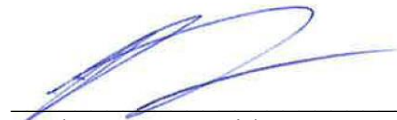
- The factual statements contained in the Joint Application are, to the best of my knowledge and belief, true and correct. Following consummation of the transaction described in the Joint Application, New TAG Mobile will be a wholly-owned subsidiary of Vector with New TAG Mobile as the entity seeking to provide supported low-income services in California;
- At all times, Vector and New TAG Mobile will comply with all federal and state statutes, rules, and regulations applicable to the designation and registration requested in the Joint Application; and
- Following New TAG Mobile’s receipt of a California Wireless Registration, New TAG Mobile will post a continuous (*i.e.*, without a termination date) performance bond in the amount of no less than Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000) (or such other amount as set by D.13-05-035 or other decisions of the California Public Utilities Commission (“CPUC” or “Commission”)), issued by a corporate surety company authorized to transact surety business in California, and with the CPUC listed as the obligee on the bond. Further, I will ensure that New TAG Mobile timely provides a copy of the executed performance bond to the Director of the Communications Division of the CPUC pursuant to an advice letter to the CPUC, or at such a time and in such a manner as is agreed to with CPUC Staff.

In addition, I certify that:

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant have: (a) held one of these positions with a company that filed for bankruptcy; (b) ~~been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others;~~ (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) ~~had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction;~~ (f) ~~personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of sections 17000 *et seq.*, 17200 *et seq.*, or 17500 *et seq.* of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others;~~ or (g) ~~been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries;~~ or (h) ~~entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.~~ [Form Note: If Applicant is unable to make this averment, Applicant should strike through this paragraph and provide with its Application an explanation of the circumstances which prevent such averment.]

~~To the best of applicant's knowledge, neither applicant, any affiliate, officer, director, partner, nor owner of more than 10% of applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order. [Form Note: If Applicant is unable to make this averment, Applicant should strike through this paragraph and provide with its Application an explanation of the circumstances which prevent such averment.]~~

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Certification and Verification, together with the Certification and Verification Attachment, are true and correct.



Paul Turner, President
Vector Holdings Group, LLC

September 25, 2020

Attachment: Certification and Verification Attachment

VERIFICATION AND CERTIFICATION ATTACHMENT

By this statement and in an abundance of caution in responding to the averments, the Applicant hereby addresses the stricken language in the Certificate and Verification and other potential concerns relating to Q Link Wireless LLC, a future indirect affiliate of New TAG Mobile. This Attachment provides an explanation of the circumstances which prevent, or require a clarification of, the averments in the Certification and Verification. The stricken language from the Verification and Certification is indicated in ***bold and italicized*** text and is followed by the Applicant's clarification and response.

General Disclosure and Disclaimer: Over the course of its existence, an affiliate operating as an eligible telecommunications carrier ("ETC") has been the subject of numerous formal and informal investigations, proceedings, reviews, inquiries, data requests, audits, letters and other undertaking, however denominated, before the Commission and the Federal Communications Commission ("FCC"), as well as other state and federal law enforcement or regulatory agencies in the United States, involving alleged or potential failures to comply with various laws, rules, orders and regulatory requirements. Applicant has not compiled and is not purporting to compile a list of such matters for this verification. However, certain specific matters are identified below. To the extent such matters may have arisen before the Commission, their outcomes are known to this commission. The outcomes of the other matters may be public record information. Subject to the foregoing, Applicant makes the following specific disclosures:

This Verification and Certification provides information for New TAG Mobile and is limited to the entities and people identified here. New TAG Mobile's future affiliates are identified in the Joint Application in Exhibits F and G. New TAG Mobile's owners are Vector Holdings Group, LLC and, indirectly, Quadrant Holdings Group, LLC; the personnel acting in a management capacity for New TAG Mobile are Rafael Carvajal, Ron Rechtman, Paul Turner, and Issa Asad.

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant have: ... (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others.

- Neither Applicant, nor any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant have been "found liable" through a conviction or judgment entered against them in either civil or criminal court for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others. Applicant acknowledges that disputes over information presented by an affiliate contributed to adverse decisions, about which this Commission is aware, including one of its own and one from Illinois. A Puerto Rico decision was reconsidered and resolved favorably.

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant have: ... (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction;

Neither Applicant, nor any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant have had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction by a final order of a public utilities commission, with the exception of those instances referenced in the response related to subsection (b).

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant have: ... (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of sections 17000 et seq., 17200 et seq., or 17500 et seq. of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others;

Neither Applicant, nor any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant have entered into a settlement of the type of claims referenced in the averment subsection (f), with the exception of a confidential settlement entered into by an affiliate which is known to the Commission.

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant have: ... (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries;

Neither Applicant, nor any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant have been found to violate any such statute, law, or rule, except that over the course of its existence, except that in the normal course of business operating as an ETC an affiliate has been the subject to numerous proceedings, reviews, inquiries, data requests, audits, letters, investigations, and other undertakings, however denominated, before the Commission and the FCC and the Universal Service Administrative Company (“USAC”), as well as other state regulatory agencies, probing compliance with various regulations. An affiliate with no operations in Illinois was subject to alleged regulatory infractions by a regulatory agency in Illinois, which did not result in penalties or formal allegations of violations by the agency.

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant have: ... (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.

Neither Applicant, nor any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of Applicant, or anyone acting in a management capacity for Applicant have entered into a voluntary settlement agreement or made a monetary payment in resolution of any such action by any regulatory body, agency, or attorney general, except that an affiliate provided a such a payment for a late-filing in Kansas C in 2014.

To the best of applicant’s knowledge, neither applicant, any affiliate, officer, director, partner, nor owner of more than 10% of applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

In the normal course of business operating as an ETC an affiliate has been the subject to numerous proceedings, reviews, inquiries, data requests, audits, letters, investigations, and other undertakings, however denominated, before the Commission and the FCC and none has resulted in formal allegations of violations by the agency.