

NEW APPLICATION  
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BEFORE THE ARIZONA CORPORATION COMMISSION

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**COMMISSIONERS**

SUSAN BITTER SMITH - Chairman  
BOB STUMP  
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IN THE MATTER OF THE APPLICATION OF )  
TAG MOBILE, LLC FOR DESIGNATION AS AN )  
ELIGIBLE TELECOMMUNICATIONS CARRIER )  
IN THE STATE OF ARIZONA FOR THE )  
LIMITED PURPOSE OF OFFERING LIFELINE )  
SERVICE TO QUALIFIED HOUSEHOLDS. )

DOCKET NO. T-20922A-15-0007

Arizona Corporation Commission

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**APPLICATION OF TAG MOBILE, L.L.C. FOR DESIGNATION AS  
AN ELIGIBLE TELECOMMUNICATIONS CARRIER**

TAG Mobile, LLC ("TAG Mobile" or "Company"), by and through its undersigned counsel, and in accordance with Section 214(e) of the Federal Communications Act of 1934, as amended (the "Act")<sup>1</sup>, as well as Section 54.201 of the Federal Communications Commission ("FCC") rules and regulations<sup>2</sup>, respectfully requests that the Arizona Corporation Commission ("Commission") designate TAG Mobile as an Eligible Telecommunications Carrier ("ETC") in Arizona ("Application"). TAG Mobile seeks ETC designation solely to provide Lifeline services to qualifying Arizona customers. The Company, however, will not seek access to funds from the federal Universal Service Fund ("USF") for the purpose of providing service to high-cost areas.<sup>3</sup> As will be demonstrated in the Application, TAG Mobile meets all statutory and regulatory requirements for designation as an ETC in Arizona.

<sup>1</sup> 47 U.S.C. § 214(e)(2).

<sup>2</sup> 47 C.F.R. § 54.201. Further, TAG Mobile files this Application in accordance with the rules adopted by the FCC in *Lifeline and Link up Reform and Modernization; ET. al.*, 27 FCC Red 6656 (2012) ("*Lifeline Reform Order*").

<sup>3</sup> Since TAG Mobile only seeks Lifeline support and does not seek any high-cost support, ETC certification requirements for the high-cost program are not applicable to TAG Mobile.

1 **I. Overview.**

2 TAG Mobile is a Texas limited liability company. Its principal office is located at  
3 Carrollton, Texas. TAG Mobile has been providing commercial mobile radio services  
4 (“CMRS”) since March 2010 and Lifeline service since October 2010. TAG Mobile has  
5 provided CMRS service in Arizona since 2013. TAG Mobile is authorized to conduct  
6 business in Arizona as reflected in Exhibit 1. TAG Mobile has been providing  
7 telecommunications service since March 2010.

8 TAG Mobile receives revenues from a number of sources that are completely  
9 independent from its Lifeline reimbursement revenue. TAG Mobile’s other revenues are  
10 from the replenishment of airtime minutes, prepaid wireless service to non-Lifeline  
11 consumers, wholesale wireless service sales, data services, and text only service packages. In  
12 addition, the Company has access to financial resources from its well-established parent  
13 company Amvensys Capital Group, LLC (“Amvensys”). Amvensys holds thirteen companies.  
14 Attached as Exhibit 2 is the organizational chart of Amvensys.

15 Attached as Exhibit 3 is a current list of TAG Mobile’s officers, along with biographical  
16 information for each, showing that it has the expertise necessary to provide the service specified  
17 herein.

18 **A. FCC-Compliance Plan Approval.**

19 On August 8, 2012, TAG Mobile received FCC approval of its filed Compliance  
20 Plan, as amended (“Compliance Plan”). A copy of the FCC approval notice and the  
21 approved Compliance Plan are attached to the Application as Exhibit 4 and Exhibit 5  
22 respectively. TAG Mobile commits to providing Lifeline service in Arizona in accordance  
23 with the Compliance Plan.

24 **B. TAG Mobile ETC designations in other states.**

25 TAG Mobile has been designated as an ETC in the States of Arkansas, California,  
26 Colorado, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri,  
27

1 Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, West Virginia and Wisconsin. TAG  
2 Mobile currently has applications for ETC designation pending in Georgia, Iowa,  
3 Massachusetts, Mississippi, Nebraska, New Jersey and Ohio, as well as the Federal  
4 Jurisdiction states of Alabama, Connecticut, Delaware, the District of Columbia, Florida,  
5 New Hampshire, New York, North Carolina, Tennessee and Virginia. TAG Mobile has been  
6 denied ETC designation in Washington for untimely responses to the WUTC. This was primarily  
7 due to an employee personnel issue. The employee referenced is no longer with TAG Mobile,  
8 LLC. Moreover, the Company has not been subject to enforcement sanctions or ETC  
9 revocation proceedings in any state.

10 **C. TAG Mobile Service in Arizona.**

11 TAG Mobile requests that the Commission designate it as an ETC for the service areas in  
12 Arizona described below and in accordance with 47 U.S.C. § 214(e)(2) and 47 C.F.R. § 201(b).  
13 For purposes of providing its prepaid wireless Lifeline and non-Lifeline services, TAG Mobile  
14 will provide service throughout its Service Area through the resale of services. TAG Mobile has  
15 a direct contract for wireless services from Sprint and purchases Verizon Wireless service  
16 through its Coast 2 Coast cellular program. TAG Mobile, in its provision of wireless services,  
17 will offer resold services that TAG Mobile will obtain from its underlying wireless providers,  
18 Sprint and Verizon Wireless.

19 Exhibit 6 contains a list of each wirecenter for which TAG Mobile is requesting  
20 ETC designation in Arizona (the "Service Area"). With the exception for tribal lands described  
21 below, TAG Mobile will serve any potential customer in the wirecenter exchanges listed in  
22 Exhibit 6 to the extent resold wireless services from Sprint, T-Mobile or Verizon Wireless are  
23 available in the customer's geographic area.

24 For several years, TAG Mobile has been providing Lifeline services. Thus TAG  
25 Mobile is familiar with the eligibility and verification procedures applicable to Lifeline  
26 service offerings. With the exception for tribal lands described in the following paragraph,  
27

1 TAG Mobile will serve any potential customer in the wirecenter exchanges listed in  
2 Exhibit 6 to the extent resold wireless services are available in the customer's geographic  
3 area.

4 TAG Mobile recognizes that a number of wire centers listed in Exhibit 6 encompass  
5 both tribal lands and non-tribal lands. For those wire centers that encompass federally-  
6 recognized tribal lands, TAG Mobile requests authority to serve the non-tribal areas of the  
7 wire center and to serve tribal areas served by Commission-regulated telephone companies  
8 only after receiving any and all necessary licenses or other forms of approval that might be  
9 required by the governing Tribe. TAG Mobile will also require self-certification by any TAG  
10 Mobile Arizona Lifeline applicant that they do not reside on federally-designated tribal lands.  
11 TAG Mobile is not requesting authority to serve tribal lands served by tribal-owned  
12 telecommunications carriers.

13 **D. Notice Information.**

14 Pleadings, orders, notices and other papers filed or serviced in this matter should be  
15 served upon:

16 Michael W. Patten  
17 Jason D. Gellman  
18 Roshka, DeWulf & Patten, PLC  
19 400 East Van Buren, Suite 800  
20 Phoenix, AZ 85004  
21 [mpatten@rdp-law.com](mailto:mpatten@rdp-law.com)

22 and

23 Melanie King,  
24 Regulatory Affairs Manager  
25 TAG Mobile, LLC  
26 1330 Capital Parkway  
27 Carrollton, Texas 75006  
(214) 390-9280  
[Melanie.King@tagmobile.com](mailto:Melanie.King@tagmobile.com)

1 **II. TAG Mobile meets the requirements for ETC designation under Section 214(e) of**  
2 **the Act and Section 54.201(d) of the FCC's Rules.**

3 Under Section 214(e)(1) of the Act and Section 54.201(d) of the FCC's rules, a common  
4 carrier may be designated as an ETC if it (1) offers the services supported by federal universal  
5 service as determined by the FCC; (2) offers those services using its own facilities or a  
6 combination of its own facilities and resale of another carrier's services; and (3) advertises the  
7 availability of these services and the relevant charges using media of general distribution.<sup>4</sup> TAG  
8 Mobile meets all of these requirements, as explained in the following sections.

9 **A. TAG Mobile is a Common Carrier.**

10 Wireless carriers are common carriers under federal law.<sup>5</sup> Common carriers that  
11 provide services consistent with the requirements of Section 214(e) may be deemed ETCs.<sup>6</sup>  
12 TAG Mobile is a common carrier simply by providing wireless service. Thus, TAG Mobile  
13 certifies that it is a common carrier under 47 U.S.C. § 214(e)(1) for purposes of ETC  
14 designation. TAG Mobile is regulated as a common carrier in connection with its  
15 provision of CMRS.<sup>7</sup> Therefore, TAG Mobile certifies that it is a common carrier under 47  
16 U.S.C.A. § 214(e)(1) for purposes of ETC designation.

17 **B. TAG Mobile will offer the services supported by Federal Universal Service.**

18 In accordance with 54.101(a) of the FCC's rules, as modified by the *Lifeline Reform*  
19 *Order*, carriers seeking ETC designation must provide voice telephone services.<sup>8</sup> Specifically,

20  
21 <sup>4</sup> 47 U.S.C. § 214(e)(1); 47 C.F.R. § 54.201(d).

22 <sup>5</sup> See 47 U.S.C. § 332(c)(1), which states that an entity providing commercial mobile services is  
23 deemed to be a common carrier, and 47 U.S.C. § 332(d)(1) that defines "commercial mobile  
24 service" to be any mobile service that is provided for profit and makes interconnected service  
25 available to the public.

26 <sup>6</sup> 47 U.S.C. § 214(e)(6) provides that wireless carriers not otherwise subject to state commission  
27 jurisdiction will be designated as ETCs if they meet the requirements of 47 U.S.C. § 214(e)(1)  
consistent with applicable federal and state law.

<sup>7</sup> 47 C.F.R. § 20.9.

<sup>8</sup> 47 C.F.R. § 54.101(a); *Lifeline Reform Order* ¶ 48.

1 eligible Lifeline telephony services must provide voice-grade access to the public switched  
2 telephone network ("PSTN") or its functional equivalent, minutes of use for local service  
3 provided at no additional charge, access to emergency-911 and enhanced-911 ("E911") service  
4 in locations where implemented, and toll limitation at no charge (subject to certain requirements  
5 and limitations).<sup>9</sup> TAG Mobile certifies that its prepaid wireless Lifeline service offering satisfies  
6 the FCC's definition of voice telephony service, and it will therefor provide all services  
7 designated for support by the FCC.

### 8 **1. Voice Grade Access to the Public Switched Telephone Network**

9 First, TAG Mobile will offer its customers voice telephony services, including access  
10 to the Public Switched Telephone Network ("PSTN") as required by 47 C.F.R. § 54.101(a)  
11 through the purchase of wholesale CMRS services from Sprint, T-Mobile and Verizon Wireless.  
12 Thus, TAG Mobile will provide voice-grade access to the PSTN.

### 13 **2. Local Usage**

14 TAG Mobile's service will include local usage that allows customers to originate and  
15 terminate calls within a local calling area without additional charge to end users. TAG Mobile's  
16 Lifeline service plan will include 250-free minutes, 250-free text messages; Replenishment  
17 Plans will also be available at an additional cost on a prepaid basis. Additional features are  
18 detailed in the Application at Section III.E.3.<sup>10</sup> To date, the FCC has not specified any  
19 minimum amount of local usage that an ETC must offer. TAG Mobile will comply with any  
20 and all minimum local usage requirements the FCC may adopt with respect to Lifeline service  
21 offerings. Therefore, TAG Mobile satisfies the local usage criterion for ETC designation.

### 22 **3. Access to Emergency Service**

23 The Company also will provide access to emergency services provided by local

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24 <sup>9</sup> *Lifeline Reform Order* ¶ 48.

25 <sup>10</sup> *See also* Compliance Plan (Exhibit 5) at 23, and TAG Mobile's Service Agreement,  
26 including a description of its terms of service, attached as Exhibit 7.

1 government or public safety officials, including 911 and E911 where available and will comply  
2 with any Commission requirements regarding E911-compatible handsets. The Company will  
3 comply with the FCC's forbearance grant conditions relating to the provision of 911 and E911  
4 services and handsets. All TAG customers will have available access to emergency calling  
5 service at the time Lifeline service is initiated. Further, 911 access will be available from TAG  
6 handsets, even if the account has no minutes remaining. Sprint and Verizon Wireless route 911  
7 calls from TAG's customers in the same manner as 911 calls from Sprint and Verizon  
8 Wireless's own retail customers. TAG Mobile also commits to remit 911 revenues to local  
9 authorities. The Company commits to pay all applicable federal, state and local regulatory  
10 fees, including universal service and E911 fees, in a timely manner.<sup>11</sup>

11 **4. Toll limitation for qualifying low-income customers.**

12 In the *Lifeline Reform Order*, the FCC stated that toll limitation service ("TLS") would no  
13 longer be deemed a supported service.<sup>12</sup> ETCs are not required to offer TLS to low-income  
14 customers if the Lifeline offering provides a set amount of minutes that do not distinguish  
15 between toll and non-toll calls.<sup>13</sup> The Company, like most wireless carriers, does not differentiate  
16 domestic long-distance toll usage from local usage and all usage is paid for in advance. Under  
17 the *Lifeline Reform Order*, subscribers to these services are not considered elected to receive  
18 TLS. TAG Mobile will not seek reimbursement for TLS.

19 **5. Other services.**

20 In addition, TAG Mobile offers its customers: (1) access to operator services; (2) the  
21 ability to make "long distance" telephone calls; (3) access to operator services; and (4) access to  
22 directory assistance services by dialing "411" through TAG Mobile's own facilities or through  
23 arrangements with Sprint, T-Mobile and Verizon Wireless.

24 \_\_\_\_\_  
25 <sup>11</sup> See *TracFone Wireless, Inc. Order on Petition to Rescind State 911/E911 Condition*, FCC  
Docket No. 96-45 (May 3, 2010).

26 <sup>12</sup> *Lifeline Reform Order* at ¶ 367.

27 <sup>13</sup> *Lifeline Reform Order* at ¶ 49.

1           **C. TAG Mobile satisfies the requirements for conditional forbearance from the**  
2           **facilities requirement.**

3           Both the Act and the FCC's rules require a carrier seeking ETC designation to offer the  
4 supported services using its own facilities, or a combination of its own facilities and resale of  
5 another carrier's services.<sup>14</sup> In the *Lifeline Reform Order*, however, the FCC decided to  
6 conditionally forbear from application of the Act's facilities requirement to all  
7 telecommunications carriers that seek limited-ETC designation to participate in the Lifeline  
8 program.<sup>15</sup> Specifically, the FCC determined that conditional forbearance from the facilities  
9 requirement would apply if the carrier: (1) complied with certain 911 requirements; and (2) filed  
10 and received approval of a compliance plan providing specific information regarding the  
11 carrier's service offerings and outlining the measures the carrier will take to implement the  
12 obligations contained in the *Lifeline Reform Order* as well as further safeguards against waste,  
13 fraud and abuse as the Wireline Competition Bureau may deem necessary.<sup>16</sup> TAG Mobile  
14 certifies that it meets the requirements for conditional forbearance.

15           TAG Mobile's prepaid wireless Lifeline service will comply with the 911 requirements  
16 outlined in the *Lifeline Reform Order* necessary for application of conditional forbearance. TAG  
17 Mobile will not assess Lifeline subscribers an activation fee to enroll in TAG Mobile's Lifeline  
18 supported services. TAG Mobile will provide its prepaid wireless Lifeline subscribers with 911  
19 and E911 access regardless of activation status and availability of minutes. Under TAG  
20 Mobile's proposed Lifeline Plan offering, each eligible wireless customer will receive a  
21 911/E911 compliant handset. Wireless handsets will be delivered at no charge to qualifying  
22 Lifeline customers, service will be activated, and the requisite number of minutes will be  
23 added upon certification of the customer for Lifeline. TAG Mobile will rely on its contracts  
24

25 <sup>14</sup> 47 U.S.C. § 214(e)(1); 47 C.F.R. § 54.201(d).

26 <sup>15</sup> *Lifeline Reform Order* ¶ 368.

27 <sup>16</sup> *Lifeline Reform Order* ¶ 368.

1 with Sprint, T-Mobile and Verizon Wireless to provide 911 and E911 services to consumers.<sup>17</sup>

2 **D. TAG Mobile will advertise the availability of the supported services and the**  
3 **relevant charges using generally-distributed media.**

4 The FCC adopted specific requirements for Lifeline advertising in its *Lifeline Reform*  
5 *Order* with which the Company complies. TAG Mobile will advertise the availability of  
6 Supported Services and the related charges using media of general distribution as required by  
7 47 U.S.C. § 214(e)(1)(B) and 47 C.F.R. 54.201(d)(2) and in accordance with the requirements  
8 of the *Lifeline Reform Order*. TAG Mobile will advertise services as an ETC in its Service  
9 Area and will publicize the availability of Lifeline services in a manner reasonably designed to  
10 reach those likely to qualify for those services. Accordingly, more low-income Arizona  
11 residents will be made aware of the opportunities afforded to them under the Lifeline  
12 program and will be able to take advantage of those opportunities by subscribing to TAG  
13 Mobile's service. Specifically, TAG Mobile will utilize outreach materials and methods designed  
14 to reach households that do not have telephone service, and will coordinate its outreach efforts  
15 with relevant government agencies.

16 TAG Mobile advertising and outreach programs for identifying, qualifying and enrolling  
17 eligible participants in the Lifeline program will be done primarily by TAG Mobile's field  
18 representatives. More than 99% of TAG's enrollment is done using in-person marketing by  
19 TAG Mobile's field representatives. The remaining 10% of enrollments are done through  
20 TAG's website or via U.S. Mail. Samples of TAG Mobile's marketing materials are attached  
21 as Exhibit 8.

22  
23  
24  
25 <sup>17</sup> TAG Mobile understands that it has an independent obligation to provide 911 and E911  
26 services as a wireless reseller. Thus, it will use its underlying contractual arrangements with  
27 Sprint and Verizon Wireless to meet that obligation. *See, e.g.*, 47 C.F.R. § 20.18(m); *Lifeline*  
*Reform Order* at n. 989.

1 The Company currently includes, and will continue to include, on any new marketing  
2 materials developed, the following information regarding its Lifeline service on all marketing  
3 materials describing the service:

- 4 • This is a Lifeline service limited to one discount per household. Lifeline is a  
5 government assistance program and is non-transferrable.
- 6 • Proof of eligibility, such as an eligible program card or statement of benefits, is  
7 required and only eligible consumers may enroll.
- 8 • Consumers who willfully make a false statement in order to obtain a Lifeline benefit  
9 may be punished by fine or imprisonment, or may be barred from the program.
- 10 • Coverage limitations may affect all wireless mobile services, including E-911/911  
11 emergency calls.

12 These statements will be included in all print and web materials used to describe or  
13 enroll customers in the Company's Lifeline service offering, as well as the Company's  
14 application forms and certification forms. This specifically includes the Company's website  
15 and other marketing materials.

16 **III. TAG Mobile meets the additional requirements for ETC designation under Section  
17 54.202 of the FCC's rules.**

18 Section 54.202 of the FCC's rules contains certain additional requirements for a common  
19 carrier to be designated an ETC. TAG Mobile satisfies each of those requirements, as shown in  
20 the following sections.

21 **A. TAG Mobile will fulfill its commitment to provide quality service.**

22 Section 54.202(a)(1) of the FCC's rules requires a common carrier seeking ETC  
23 designation to: (1) certify that it will comply with the service requirements applicable to the  
24 support that it receives; and (2) submit a five-year plan for proposed improvements or upgrades  
25 to applicant's network unless the applicant is seeking Lifeline support only.<sup>18</sup> TAG Mobile

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26 <sup>18</sup> 47 C.F.R. § 54.202(a)(1).  
27

1 certifies that it will comply with the service requirements applicable to the low-income support it  
2 receives as a result of being designated as an ETC for purposes of receiving Lifeline.<sup>19</sup>

3 **B. TAG Mobile will remain functional in emergency situations.**

4 Under Section 54.202(a)(2) of the FCC's rules, a common carrier seeking ETC  
5 designation must demonstrate its ability to remain functional in emergency situations, including  
6 a demonstration that it has a reasonable amount of back-up power to ensure functionality without  
7 an external power source, is able to reroute traffic around damaged facilities, and is capable of  
8 managing traffic spikes resulting from emergency situations.<sup>20</sup> TAG Mobile has the ability to  
9 remain functional in emergency situations. Since TAG Mobile is providing service to its  
10 customers through the use of facilities obtained from other carriers, it is able to provide to its  
11 customers the same ability to remain functional in emergency situations as currently provided  
12 by those carriers to their own customers. This includes: (1) access to a reasonable amount  
13 of back-up power to ensure functionality without an external power source; (2) re-routing of  
14 traffic around damaged facilities; and (3) the capability of managing traffic spikes resulting  
15 from emergency situations. TAG Mobile (as well as its underlying carriers Sprint, T-Mobile  
16 and Verizon Wireless) has created back-up systems to ensure full functionality in the event of  
17 a loss of power or network functionality.

18 **C. TAG Mobile will satisfy applicable consumer protection and service quality  
19 standards.**

20 Section 54.202(a)(3) of the FCC's rules requires a common carrier seeking ETC  
21 designation to demonstrate that it will satisfy applicable consumer protection and service quality  
22 standards.<sup>21</sup> TAG Mobile will satisfy all consumer privacy standards as provided in 47 C.F.R. §

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23  
24 <sup>19</sup> Because TAG Mobile seeks ETC designation for Lifeline only under 47 C.F.R. §§ 54.400 to  
54.422, a five-year improvement plan is unnecessary.

25 <sup>20</sup> 47 C.F.R. § 54.202(a). *See also Federal-State Joint Bd. on Univ. Serv., ETC Minimum*  
26 *Requirements Report and Order*, CC Docket 96-45 (2005) at ¶ 25.

27 <sup>21</sup> 47 C.F.R. § 54.202(a)(3). *ETC Minimum Requirements Order* at ¶ 28.

1 64, Subpart U as applicable, and will protect Consumer Proprietary Network Information  
2 (“CPNI”) as required by state and federal law, and will certify compliance with the same  
3 annually.<sup>22</sup> TAG Mobile will also annually certify its compliance with the Cellular  
4 Telecommunications and Internet Association (“CTIA”) Consumer Code and report the number  
5 of consumer complaints or trouble reports per 1,000 handsets or access lines consistent with the  
6 FCC’s *USF Order*.<sup>23</sup> TAG Mobile commits to satisfying all applicable state and federal  
7 requirements related to consumer protection and service quality standards.

8 **D. TAG Mobile is financially and technically capable of providing Lifeline services**  
9 **in accordance with the FCC’s rules.**

10 TAG Mobile has the financial and technical capability to provide Lifeline services.  
11 Section 54.202(a)(4) of the FCC’s rules requires a common carrier seeking ETC designation for  
12 Lifeline support to demonstrate it is financially and technically capable of providing Lifeline  
13 service in compliance with the FCC’s rules.<sup>24</sup> The FCC stated that the “relevant considerations”  
14 for satisfying this requirement would be whether the applicant previously offered services to  
15 non-Lifeline consumers, how long the applicant has been in business, whether the applicant  
16 intends to rely exclusively on universal service fund disbursements to operate, whether the  
17 applicant receives funds from other sources, and whether the applicant has been subject to  
18 enforcement action or ETC revocation proceedings in other states.<sup>25</sup> TAG Mobile satisfies these  
19 criteria.

20 TAG Mobile is financially capable of offering Lifeline services. It will not rely  
21 exclusively on universal service funding to operate, and will receive revenues from other  
22 sources. The Company has access to financial resources from its well-established parent

23  
24 <sup>22</sup> In accordance with 47 C.F.R. § 54.422(b)(3).

25 <sup>23</sup> *Federal-State Joint Board on Universal Service*, First Report and Order, 12 FCC Rcd. 8,776 at  
¶ 4 (1997) (“*USF Order*”).

26 <sup>24</sup> 47 C.F.R. § 54.202(a)(4); *see also Lifeline Reform Order* ¶ 387.

27 <sup>25</sup> *Lifeline Reform Order* ¶ 388.

1 company Amvensys.<sup>26</sup>

2 Moreover, TAG Mobile has not been subject to any enforcement proceedings or ETC  
3 revocation proceedings. Neither its parent (Amvensys) nor its affiliates have been subject to  
4 enforcement proceedings.

5 Further, as shown in Exhibit 3, the management and ownership of TAG Mobile are very  
6 familiar with the financial and technical needs of a telecommunications company. Finally, TAG  
7 Mobile is reselling wireless services of Sprint, T-Mobile and Verizon Wireless for its Lifeline  
8 services. All of which provide wholesale capacity to multiple wireless resellers. Like other  
9 prepaid wireless providers, TAG Mobile will receive the network infrastructure and wireless  
10 transmission facilities needed for it to offer service as an MVNO. All of these factors  
11 demonstrate that TAG Mobile is technically and financially capable of providing a prepaid  
12 wireless Lifeline service.

13 **E. TAG Mobile will provide prepaid wireless Lifeline service plans to eligible**  
14 **consumers.**

15 Section 54.202(a)(5) of the FCC's rules require a common carrier seeking ETC  
16 designation, for Lifeline support only, to submit information describing the terms and conditions  
17 of the voice telephony plans offered to Lifeline subscribers, including details on the number of  
18 minutes provided as part of the plan, additional charges for toll calls (if any) and rates each such  
19 plan.<sup>27</sup> The following paragraphs what TAG Mobile intends to offer in Arizona.

20 TAG Mobile's Lifeline service offering will provide its Lifeline customers with the same  
21 features and functionalities enjoyed by non-Lifeline prepaid customers. But TAG Mobile's  
22 Lifeline customers will not have to pay for their mobile devices and will receive a preset  
23 amount of free minutes on a monthly basis. The terms and conditions of TAG's service plans  
24

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25 <sup>26</sup> TAG Mobile will provide a copy of its financial statements to the Commission's Utility  
26 Division Staff in accordance with a signed confidentiality agreement.

27 <sup>27</sup> 47 C.F.R. § 54.202(a)(5).

1 are detailed in TAG Mobile's Compliance Plan and in its Service Agreement.<sup>28</sup>

2 **1. Lifeline plans.**

3 TAG Mobile intends to provide the following Lifeline plans in Arizona throughout the  
4 coverage area of its underlying providers, Sprint, T-Mobile and Verizon Wireless:

5 <b><u>250 Minute Voice+ 250 Text Msgs</u></b>	6 <b><u>Lifeline Price</u></b>
7 <b>Lifeline Plan</b>	8 <b>Free</b>

9 **2. Replenishment plans.**

10 Lifeline customers can purchase additional bundles of minutes – referred to in TAG  
11 Mobile's general terms and conditions as Replenishment plans. TAG Mobile's Replenishment  
12 plans are available in 30-day increments, and include voice, text messaging and data service.  
13 Customers who do not have data capable handsets, such as those included with the Plan, will not  
14 have access to data services purchased as a component of these Replenishment plans. TAG  
15 Mobile's Replenishment plans may also be purchased as standalone pre-paid service plans. TAG  
16 Mobile's Replenishment Plan offerings<sup>29</sup> are as follows:

17 <b>Plan Name</b>	18 <b>Minutes</b>	19 <b>Text</b>	20 <b>Data</b>	21 <b>Customer Cost</b>	22 <b>Cost per MOU</b>	23 <b>Plan Expiration</b>
• Lifeline+ 250	250	250		\$10.00	\$0.04	30 days
• Lifeline+ 500	500	500		\$20.00	\$0.04	30 days
• Lifeline+ 1000	1000	1000		\$30.00	\$0.03	30 days
• Lifeline+ Data 100	0	0	100	\$10.00	N/A	30 days
• Lifeline+ Data 500	0	0	500	\$40.00	N/A	30 days

24 These Service plans, available as standalone pre-paid plans or as Replenishment or "top-

25 <sup>28</sup> See Revised Compliance Plan dated July 26, 2012 (Exhibit 5) at 20, 22; Service Agreement  
26 (Exhibit 7) at 8-19.

27 <sup>29</sup> All TAG Service Plan offerings are available for use with the Wireless Terminal Device as part  
of the Wireless Land Line Replacement product, however the text and data capabilities are not  
available with this product.

1 up” minutes, are available for purchase at TAG Mobile’s retail locations and on its website.  
2 All low-income universal service support will be used to allow TAG Mobile to provide the  
3 aforementioned Lifeline Service Plans with no monthly recurring charge, or provide a Lifeline  
4 discount on available service plan offerings, thus ensuring that consumers receive the full benefit  
5 of the universal service support funding for which TAG Mobile will seek reimbursement. TAG  
6 Mobile will not deduct airtime minutes for calls by Lifeline customers, with service addresses for  
7 Lifeline service in the State, to TAG Mobile’s Customer Service (via 611 or other designated  
8 toll-free access dialing) and calls from TAG Mobile’s Customer Service to such Lifeline  
9 customers to address billing, customer care and customer service issues.

### 10 **3. Other Features.**

11 Further, all TAG Mobile wireless plans also include the following custom-calling  
12 features at no additional charge:

- 13 (1) Caller ID;
- 14 (2) Call Waiting;
- 15 (3) Call Forwarding;
- 16 (4) 3-Way Calling; and
- 17 (5) Voicemail.

18 In short, TAG Mobile’s planned prepaid wireless Lifeline service offering is consistent  
19 with the Act’s requirement that customers have access to quality services at “just, reasonable,  
20 and affordable rates,”<sup>30</sup> and is consistent with the FCC’s findings that Lifeline consumers should  
21 have the option to purchase bundled packages, additional calling features, and optional voice  
22 services.<sup>31</sup>

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23  
24  
25  
26 <sup>30</sup> 47 U.S.C. § 254(b)(1).

27 <sup>31</sup> *Lifeline Reform Order* ¶ 317.

1 **IV. TAG Mobile meets the requirements for Lifeline services under Section 54.405 of**  
2 **the FCC's rules.**

3 Under Section 54.405 of the FCC's rules, an ETC has certain obligations to offer Lifeline  
4 services.<sup>32</sup> TAG Mobile understands these obligations and will follow them as described below.

5 **A. TAG Mobile will make Lifeline service available as defined under the FCC's**  
6 **rules.**

7 Section 54.405(a) of the FCC's rules requires an ETC to make available Lifeline service,  
8 as defined in Section 54.401 of the FCC's rules<sup>33</sup> to qualifying low-income customers.<sup>34</sup> TAG  
9 Mobile certifies that its prepaid wireless Lifeline service offering will conform to the definition  
10 of "Lifeline" in the FCC's rules.

11 **B. TAG Mobile will publicize the availability of Lifeline service.**

12 Section 54.405(b) of the FCC's rules requires an ETC to publicize the availability of  
13 Lifeline service in a manner reasonably designed to reach those likely to qualify for the  
14 service.<sup>35</sup> As the Application details in Section II.D., TAG Mobile will publicize the availability  
15 of its prepaid wireless Lifeline service offering in a manner reasonably designed to reach eligible  
16 consumers.

17 **C. TAG Mobile will include certain disclosures on materials describing its Lifeline**  
18 **service, including the name of the ETC.**

19 Sections 54.405(c) and (d) of the FCC's rules require an ETC to make certain disclosures  
20 on all materials describing the Lifeline service offering, including the name of the ETC.<sup>36</sup> As  
21 noted above, TAG Mobile will ensure that all materials describing its prepaid wireless Lifeline  
22 service offering use easily-understood language to indicate that the service is a Lifeline service,  
23 that Lifeline is a government-assistance program, that the service is non-transferrable, that only  
24 eligible consumers may enroll in the program, and that the program is limited to one discount per

25 <sup>32</sup> 47 C.F.R. § 54.405.

26 <sup>33</sup> 47 C.F.R. § 54.401.

27 <sup>34</sup> 47 C.F.R. § 54.405(a).

<sup>35</sup> 47 C.F.R. § 54.405(b).

<sup>36</sup> 47 C.F.R. § 54.405(c) and (d).

1 household as required under the rules.<sup>37</sup> TAG Mobile will also ensure that all materials  
2 describing its prepaid wireless Lifeline service offering utilize the TAG Mobile brand as the  
3 name of the ETC providing services.<sup>38</sup> TAG Mobile understands that the term “materials  
4 describing the service” include all print, audio, video, and web materials used to describe or  
5 enroll in the Lifeline service offering, including application and certification forms.<sup>39</sup>

6 **D. TAG Mobile will comply with the FCC’s de-enrollment procedures.**

7 Section 54.405(e) of the FCC’s rules requires an ETC to impose certain de-enrollment  
8 procedures for Lifeline services.<sup>40</sup> TAG Mobile will comply with the FCC’s de-enrollment  
9 procedures as described more fully in the Compliance Plan set forth in Exhibit 5.<sup>41</sup> As discussed  
10 in the compliance plan, TAG Mobile will de-enroll Lifeline customers for duplicative support,  
11 for non-usage, and for failure to re-certify, and will have general de-enrollment procedures in  
12 place.

13 **V. TAG Mobile will comply with the FCC’s consumer certification and annual  
14 verification requirements to limit fraud, waste and abuse.**

15 TAG Mobile will offer its prepaid wireless Lifeline service to households receiving  
16 benefits from a qualifying state or federal assistance program or with an income at or below  
17 135% of the Federal Poverty Guidelines.<sup>42</sup> TAG Mobile certifies that it will verify the eligibility  
18 of its Lifeline subscriber base after 2012<sup>43</sup> in accordance with Sections 54.409 and 54.410 of the  
19 FCC’s rules.<sup>44</sup> Subscribers will be required to demonstrate eligibility based at least on: (1)  
20 household income at or below 135% of the Federal Poverty Guidelines for a household of

---

21 <sup>37</sup> 47 C.F.R. § 54.405(c).

22 <sup>38</sup> 47 C.F.R. § 54.405(d).

23 <sup>39</sup> 47 C.F.R. § 54.405(c).

24 <sup>40</sup> 47 C.F.R. § 54.405(e).

25 <sup>41</sup> See Compliance Plan (Exhibit 5) at 7-8, 13-14.

26 <sup>42</sup> 47 C.F.R. § 54.409(a).

27 <sup>43</sup> *Lifeline Reform Order* ¶ 133.

<sup>44</sup> 47 U.S.C. §§ 54.409, 54.410.

1 that size; (2) the household's participation in one of the federal assistance programs listed in  
2 Section 54.409(a)(2); or (3) meeting any state-established eligibility criteria for its residents,  
3 provided that the criteria are based solely on income or factors directly related to income per  
4 Section 54.409(a)(3) of the FCC Rules. In addition, the Company will confirm that the  
5 subscriber is not already receiving a Lifeline service and no one else in the subscriber's  
6 household is subscribed to a Lifeline service.

7       Regarding the process of enrolling customers – most of TAG Mobile's Lifeline enrollment  
8 is done in-person by TAG field representatives. But customers can also enroll at one of TAG  
9 Mobile's retail store locations or through its website. TAG Mobile will also implement  
10 certification procedures and policies that enable consumers to demonstrate their eligibility for  
11 Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*. Consistent  
12 with federal requirements, TAG Mobile requires customers to certify at the time of service  
13 activation and annually thereafter that they: (1) are the head of the household; (2) participate in  
14 one of the state-approved means-tested programs; (3) will be receiving Lifeline-supported  
15 services only from TAG Mobile; (4) do not currently receive Lifeline support; and (5) will notify  
16 TAG Mobile in the event that they no longer participate in the qualifying program.<sup>45</sup>

17       If TAG Mobile has a reasonable basis to believe that one of its Lifeline subscribers no  
18 longer meets the eligibility criteria, then the Company will notify a subscriber of impending  
19 termination in writing and in compliance with any state dispute resolution procedures applicable  
20 to Lifeline termination – as well as to give subscriber 30 days to demonstrate continued  
21 eligibility.<sup>46</sup> A demonstration of eligibility must comply with the annual verification procedures,  
22 including the submission of a certification form.<sup>47</sup>

23  
24  
25 <sup>45</sup> See the Compliance Plan (Exhibit 5) at pages 5-12, and Exhibits B & C for specific  
information on eligibility determination procedures that TAG Mobile will utilize.

26 <sup>46</sup> *Lifeline Reform Order* at ¶ 143; 47 C.F.R. § 54.405(e)(1).

27 <sup>47</sup> 47 C.F.R. § 54.410(f).

1 To supplement its verification and certification procedures and to better ensure that  
2 Lifeline customers understand the service restrictions with respect to duplicates, TAG Mobile will  
3 implement procedures to prevent duplicate Lifeline benefits from being awarded to the same  
4 household. In addition to checking the National Lifeline Accountability Database when it  
5 becomes available. TAG Mobile personnel will emphasize the one Lifeline-phone per household  
6 restriction in their direct sales contacts with potential customers. Training materials include a  
7 discussion of the limitation and the need to inform potential customers. At the time of enrollment,  
8 TAG Mobile will check each applicant against a pooled duplicates database. Detailed information  
9 on the additional measures taken by TAG Mobile to prevent, fraud, waste and abuse in also  
10 provided in the Compliance Plan.<sup>48</sup> Finally, TAG Mobile commits to complying with the FCC's  
11 60-day non-usage policy.<sup>49</sup>

12 TAG Mobile's forms, specifically its initial enrollment and certification forms, include a  
13 statement that not all Lifeline services are marketed under the "Lifeline" name, and may be  
14 offered under other names, and clarifies that that certain consumer information will be provided to  
15 the Universal Service Administrative Company ("USAC") for the purpose of verifying eligibility  
16 and maintaining the information in a database. TAG Mobile's script for third-party verification  
17 ("TPV") of Lifeline eligibility, and its customer-service representatives are cognizant to include  
18 these statements in any oral disclosures given to potential Lifeline customers.

19 TAG Mobile also confirms that it will comply with any future FCC, Commission, or  
20 USAC guidance, directives or rule changes regarding the Lifeline program. TAG Mobile will  
21 notify the Commission of any future changes, through filing in its Docket Control, of any changes  
22 to its rates, terms and conditions regarding its Lifeline offerings and will amend its Arizona-  
23 informational tariff(s) accordingly. Should TAG Mobile ever relinquish its ETC status and no  
24 longer provide Lifeline services, it will provide notice to both the Commission and its customers.

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25  
26 <sup>48</sup> See Compliance Plan (Exhibit 5) at 15-19.

27 <sup>49</sup> See *Lifeline Reform Order* at ¶¶ 257-63.

1 **VI. Designation of TAG Mobile as a Lifeline-only ETC is in the public interest.**

2 The FCC is required under Section 54.202(b) of its rules to make a public interest finding  
3 before making an ETC designation.<sup>50</sup> TAG Mobile's designation as a Lifeline-only ETC will  
4 bring increased competitive choice and unique advantages to qualifying Arizona consumers, on  
5 the part of a carrier with a demonstrated commitment to quality. Thus, the congressional  
6 universal-service mandate is served by designation of TAG Mobile as a Lifeline-only ETC –  
7 under 47 U.S.C. § 254.

8 **A. Increased competitive choice.**

9 The FCC has long acknowledged the benefits to consumers of having both a variety of  
10 telecommunications providers and resulting services each one provides.<sup>51</sup> This is of particular  
11 interest in cases where wireless providers like TAG Mobile seek to provide services as an  
12 alternative to the traditional wireline and wireless services. For example, regarding a case  
13 involving *Highland Cellular*, the FCC recognized and affirmed that some households may not  
14 have access to the public switched network.<sup>52</sup>

15 Introducing TAG Mobile into the Arizona market as an additional wireless ETC provider  
16 will afford low-income Arizona consumers a wider choice of providers and available services –  
17 while also enhancing the competitive marketplace as ETCs compete for a finite number of  
18 Lifeline-eligible customers. In order to remain competitive in low-income markets, all carriers  
19 will have greater incentives to improve networks, increase service offerings and lower prices.  
20 This results in improved consumer services and furthers the Act's goal of ensuring quality  
21 communication services are available at "just, reasonable and affordable rates."<sup>53</sup> As the FCC  
22 has observed, "an important goal of the [federal] Act is to open local telecommunications

23 \_\_\_\_\_  
24 <sup>50</sup> 47 C.F.R. § 54.202(b).

25 <sup>51</sup> See e.g. *Specialized Common Carrier Services*, 29 FCC.2d 870 (1971).

26 <sup>52</sup> *Federal-State Joint Bd. on Universal Serv., Highland Cellular, Inc., Memorandum Opinion*  
27 *and Order*, 19. FCC Rcd. 6422 at ¶ 23 (2004).

<sup>53</sup> 47 U.S.C. § 254(b)(1).

1 markets to competition. Designation of competitive ETCs promotes competition and benefits  
2 consumers in rural and high-cost areas by increase customer choice, innovative services, and  
3 new technologies.”<sup>54</sup>

4 **B. Unique Advantages of TAG Mobile’s service offerings.**

5 TAG Mobile submits that designating it as ETC will result in several public benefits,  
6 including: (1) a larger local calling area and expanded coverage through multiple underlying  
7 carriers (versus traditional wireline carriers and single wireless carriers); (2) the convenience,  
8 portability, and security afforded by mobile telephone service; (3) the opportunity for customers  
9 to control costs by receiving a pre-set amount of flat-rate monthly airtime; (4) the ability to  
10 purchase additional low-cost usage at multiple convenient locations and on TAG Mobile’s  
11 website in the event that included usage gets exhausted; (5) the ability of users to use the  
12 supported service to send and receive “SMS” or text messages; and (6) 911 and, where available,  
13 E911 service in accordance with current FCC requirements.

14 In addition, including domestic-telephone-toll calling as part of TAG Mobile’s flat-rate-  
15 wireless offer allows consumers to avoid the risks of becoming burdened with significant and  
16 unexpected per-minute charges for domestic-telephone-toll and overage charges. These per-  
17 minute overruns form the basis of a substantial number of consumer complaints to state and  
18 federal regulators. Accordingly, TAG Mobile’s offerings will help to reduce this burden on  
19 public utility regulatory boards by obviating the cause for such complaints.

20 As a result, TAG Mobile’s unique offerings provide accessible and technologically-  
21 advanced services to a portion of the public that may not otherwise be able to obtain such  
22 services. This includes those consumers who routinely drive long distances to attend work or  
23 school – or to accomplish everyday tasks including shopping and attending community or social  
24 events. TAG Mobile’s service offerings provide an affordable and convenient alternative to

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25  
26 <sup>54</sup> *Federal-State Joint Bd. on Universal Serv., Western Wireless Corporation Memorandum*  
27 *Opinion and Order*, 16 FCC Rcd. 48 at ¶ 17 (2000).

1 traditional telecommunications service used both at home and away from home. Altogether,  
2 TAG Mobile believes many qualified consumers will opt to select its low-income wireless  
3 Lifeline service over traditional wireline or wireless services.

4 **C. There will be no adverse impact on the Universal Service Fund.**

5 Designation of TAG Mobile as an ETC will not pose any adverse effect in the growth in  
6 the high-cost portions of the USF, nor will it create or contribute to an erosion of high-cost  
7 funding from any rural or non-rural telephone company. The FCC affirmed this position when it  
8 stated that “the potential growth of the fund associated with high-cost support distributed to  
9 competitive ETCs” is not relevant to carriers seeking support associated with the low-income  
10 program.<sup>55</sup> With Lifeline, ETCs only receive support for customers they obtain. The amount of  
11 support available to an eligible customer is the same whether the support is given through TAG  
12 Mobile or through an incumbent provider. TAG Mobile would only increase the amount of  
13 Lifeline funding if it obtains Lifeline customers not enrolled in another ETC’s Lifeline program.  
14 The FCC recognized that the total effect of additional low-income-only ETC designations would  
15 have a minimal impact on the fund when it stated that “any increase in the size of the fund would  
16 be minimal and would be outweighed by the benefit of increasing eligible participation in the  
17 Lifeline program, furthering the statutory goal of providing access to low-income consumers.”<sup>56</sup>

18 By implementing the safeguards established in the *Lifeline Reform Order*, TAG Mobile  
19 will minimize the likelihood that its consumers are not eligible or are receiving duplicative  
20 support either individually or within their household. TAG Mobile’s ability to increase the  
21 Lifeline participation rate of qualified low-income individuals will further the goals of Congress  
22 to provide all individuals with affordable access to telecommunications service. The public-  
23 interest benefits of expanding availability of affordable wireless services to low-income

24 \_\_\_\_\_  
25 <sup>55</sup> See Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47  
26 C.F.R. § 54.201(i), CC Docket No. 96-45, 20 FCC Rcd. 15095 (2005) (“*TracFone Forbearance*  
27 *Order*”) at ¶ 17.

<sup>56</sup> *TracFone Forbearance Order* at ¶ 17.

1 customers far outweighs any incremental increases in Lifeline expenditures.

2 Approval of TAG Mobile's ETC application will also provide the added benefit of  
3 proportionately increasing the amount of federal USF dollars available to Arizona consumers –  
4 due to both increasing: (1) participation of qualified consumers in the Lifeline program in the  
5 State of Arizona; and (2) increasing the number of carriers eligible for federal USF support.  
6 Thus, granting ETC status to TAG Mobile will essentially contribute to more Arizona residents  
7 receiving Lifeline – increasing the amount of federal USF flowing into and consequently  
8 benefiting Arizona residents.

9 **D. The public interest is served.**

10 In short, TAG Mobile's Lifeline program will:

- 11 • Offer an easy-to-use, competitive and highly-affordable wireless telecommunications  
12 service to qualified consumers who have either no other service alternatives or who  
13 choose a wireless prepaid solution instead of traditional services.
- 14 • Announce and advertise telecommunications services as an ETC in its service area  
15 and publicize the availability of Lifeline services in a manner reasonably designed to  
16 reach those likely to qualify for such services – making more low-income residents in  
17 Arizona aware of opportunities afforded to them under the Lifeline program that they  
18 can take advantage of.
- 19 • Provide important benefits especially needed by low-income residents in times of  
20 economic uncertainty, and especially critical to the unemployed as they search for  
21 employment opportunities. TAG Mobile's Lifeline services are available without any  
22 credit check, deposit requirement, minimum service periods, or early termination fees  
23 – and are an attractive and affordable alternative to all consumers regardless of age,  
24 residency, or creditworthiness.
- 25 • Enable thousands of residents to obtain wireless service that would otherwise be  
26 unavailable to them, which will be of great benefit to them in emergency situations,  
27

1 job-search efforts, and to maintain contact with family members (for example,  
2 children being able to reach their parents).

3 Finally, designation of TAG Mobile as a wireless ETC will serve the public interest by  
4 furthering the extensive role that TAG Mobile believes it will play in providing communications  
5 service to low-income consumers, transient users, and other consumers without a viable  
6 alternative (due to restrictive credit criteria, deposit requirements, and long-term commitments  
7 required by other service providers). TAG Mobile's availability in Arizona benefits all  
8 consumers, but especially low-income consumers. Thus, TAG Mobile submits it is in the public  
9 interest to designate it as an ETC in Arizona.

10 **VII. Conclusion.**

11 WHEREFORE, TAG Mobile, L.L.C. – having demonstrated that it satisfies all the  
12 conditions for eligibility necessary for designation as an ETC in Arizona, and also having shown  
13 that the public and universal service interests of the telecommunications consumers in Arizona  
14 will be properly served – respectfully requests that the Commission promptly approve this  
15 Application and designated it as a wireless eligible telecommunications carrier.

16  
17 RESPECTFULLY SUBMITTED this 13<sup>th</sup> day of January, 2015.

18  
19 By \_\_\_\_\_

20 Michael W. Patten  
21 Jason D. Gellman  
22 ROSHKA DEWULF & PATTEN, PLC.  
23 One Arizona Center  
24 400 East Van Buren Street, Suite 800  
25 Phoenix, Arizona 85004  
26 Attorneys for TAG Mobile, L.L.C.  
27

1 Original and thirteen copies of the foregoing  
Filed this 13<sup>th</sup> day of January, 2015, with:

2 Docket Control  
ARIZONA CORPORATION COMMISSION  
3 1200 West Washington Street  
Phoenix, Arizona 85007

4  
5 Copy of the foregoing hand-delivered  
This 13<sup>th</sup> day of January, 2015 to:

6 Lyn A. Farmer, Esq.  
Chief Administrative Law Judge  
7 Hearing Division  
Arizona Corporation Commission  
8 1200 West Washington Street  
Phoenix, Arizona 85007

9  
10 Janice Alward, Esq.  
Chief Counsel, Legal Division  
Arizona Corporation Commission  
11 1200 West Washington Street  
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13 Steven M. Olea  
Director, Utilities Division  
Arizona Corporation Commission  
14 1200 West Washington Street  
Phoenix, Arizona 85007

15  
16 By     *Jacqueline Howard*    

17  
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Exhibits

- 1 Exhibit 1 - Arizona Certificate of Authorization.
- 2 Exhibit 2 - Amvensys Capital Group's Organizational Chart.
- 3 Exhibit 3 - Current list of TAG Mobile's officers with biographical information.
- 4 Exhibit 4 - FCC Public Notice dated August 8, 2012.
- 5 Exhibit 5 - FCC-Approved Revised Compliance Plan.
- 6 Exhibit 6 - Wire Center List.
- 7 Exhibit 7 - Service Agreement (terms of service).
- 8 Exhibit 8 - Marketing Materials (including sample advertising).
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## **Exhibit-1**

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*TAG MOBILE, LLC\*\*\***

a foreign limited liability company organized under the laws of the jurisdiction of Texas did obtain a Certificate of Registration in Arizona on the 6th day of June 2011.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 11th Day of September, 2014, A. D.

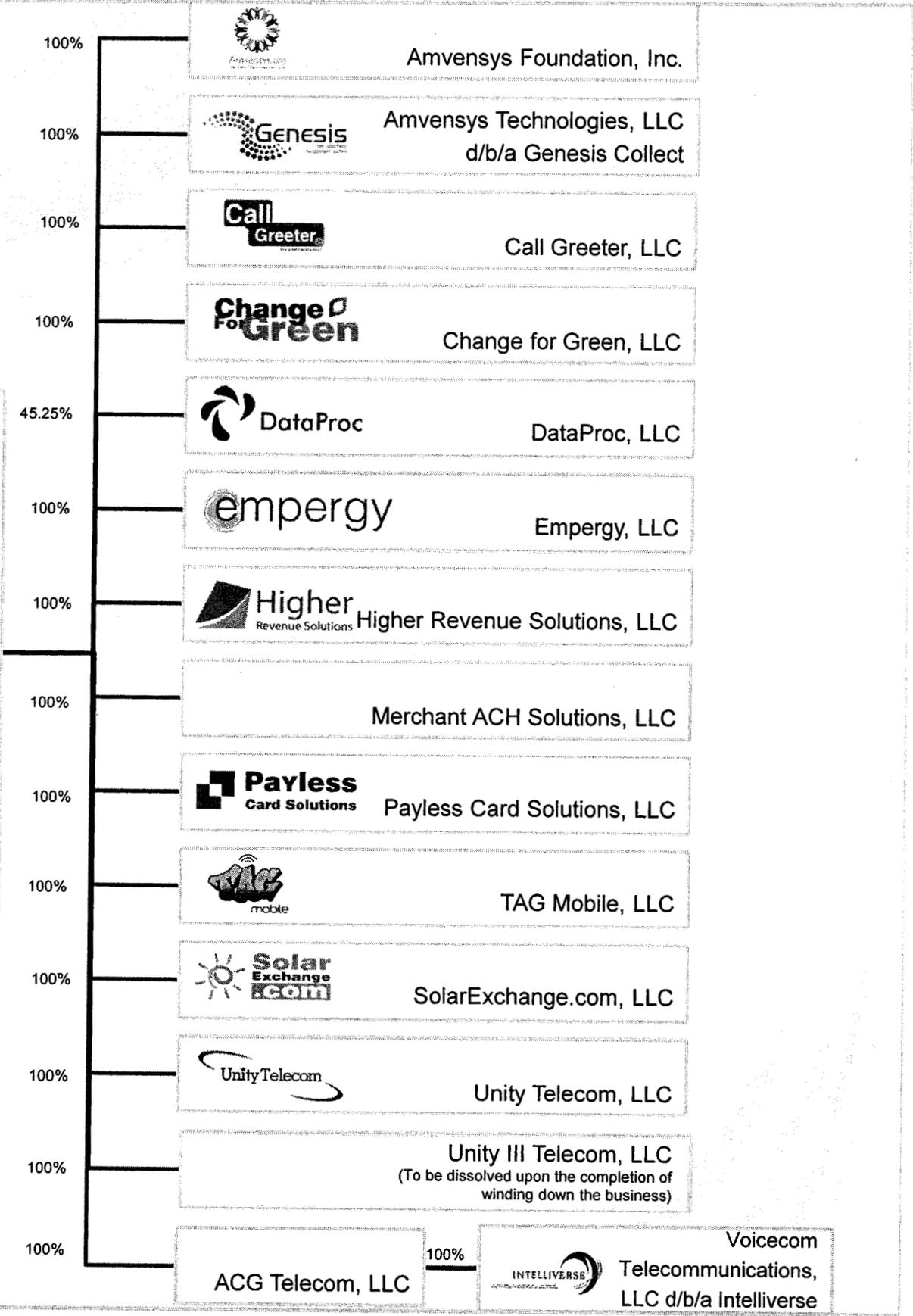


*Jodi A. Jerich*  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1120729

**Exhibit-2**

# Amvensys Capital Group



## **Exhibit-3**

**Chuck Schneider - President & CEO**

Mr. Schneider, responsible for day-to-day sales and operations of the Company has over 25 years experience in operations, sales, and support management. Primarily focused on technology companies, Chuck has been instrumental in guiding and elevating small, medium and enterprise firms in mature, growth and start-up phases. Such companies include Allnet/Frontier Communications (\$2 billion in annual revenue, now part of Level3), where he played a significant role in improving network efficiency and operating costs, BullsEye Telecom a nationwide Competitive Local Exchange Company (CLEC) launching services in 42 states, and CMC Telecom, a regional CLEC transforming them from a reseller into a facility-based provider. Mr. Schneider holds a Bachelor of Business Administration degree from the University of Michigan.

**Siao Gallion - VP Finance**

Ms. Gallion has over 15 years experience in all facets of finance. Siao oversees the finance department and ensures legal and regulatory compliance regarding all financial functions. Prior to TAG Mobile, Siao was a member of the Real Estate Financial Executives Association. As a Controller for Insignia Financial Group, she managed assets for major clients such as Citigroup, Met Life, Prudential, Bank of America, Archon Group, GE Capital & Lehman Brothers. In addition, Siao was responsible for all aspects of financial reporting including review of cash, accrual, GAAP based financial statements for 60 nationwide commercial assets with annual revenues over \$850 million. Ms. Gallion holds an MBA degree from Texas A&M University and a Master's degree in Accounting from the University of Bombay.

## **Exhibit-4**



# PUBLIC NOTICE

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

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

DA 12-1286  
Release Date: August 8, 2012

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

WC Docket Nos. 09-197 and 11-42

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

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

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

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

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

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

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

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

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

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

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

- FCC -

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

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

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

**APPENDIX**

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

**Exhibit-5**

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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*.<sup>1</sup> 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.

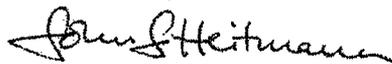
<sup>1</sup> See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order 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,



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”),<sup>1</sup> 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*.<sup>2</sup>

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

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

<sup>2</sup> 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.<sup>3</sup>

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.<sup>4</sup> 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.

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<sup>3</sup> 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.

<sup>4</sup> 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 SERVICES<sup>5</sup>

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.<sup>6</sup> 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

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<sup>5</sup> See Compliance Plan Public Notice at 3.

<sup>6</sup> 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 LIFELINE<sup>7</sup>**

###### **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.

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<sup>7</sup> 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.<sup>8</sup> 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

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<sup>8</sup> 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.<sup>9</sup> 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.<sup>10</sup>

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.<sup>11</sup>

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

<sup>10</sup> *Id.* and section 54.410(c)(1)(i)(B).

<sup>11</sup> 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.<sup>12</sup> 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.<sup>13</sup> 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.<sup>14</sup> A demonstration of eligibility must comply with

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

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

<sup>14</sup> 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.<sup>15</sup> 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.<sup>16</sup> Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.<sup>17</sup>

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

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<sup>15</sup> *Lifeline Reform Order*, ¶ 61; section 54.410(a).

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

<sup>17</sup> 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.<sup>18</sup>

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.<sup>19</sup>

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.<sup>20</sup>

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<sup>18</sup> See *Lifeline Reform Order*, ¶ 123.

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

<sup>20</sup> 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.<sup>21</sup>

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 sufficient<sup>22</sup>); (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.<sup>23</sup>

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,<sup>24</sup> 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

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<sup>21</sup> See *Lifeline Reform Order*, ¶ 257.

<sup>22</sup> See *Lifeline Reform Order*, ¶ 87.

<sup>23</sup> See section 54.410(d)(2).

<sup>24</sup> 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.<sup>25</sup>

#### 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.<sup>26</sup> 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.<sup>27</sup>

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

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<sup>25</sup> 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.*

<sup>26</sup> See *Lifeline Reform Order*, ¶ 120.

<sup>27</sup> See *Lifeline Reform Order*, ¶ 145.

to USAC by January 31, 2013.<sup>28</sup> 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.<sup>29</sup> 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

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<sup>28</sup> See *id.*, ¶ 130.

<sup>29</sup> 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.<sup>30</sup> 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.<sup>31</sup> 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

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

<sup>31</sup> 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.<sup>32</sup>

**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

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<sup>32</sup> 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.<sup>33</sup>

One-Per-Household. TAG will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household<sup>34</sup> through the use of its application/certification forms discussed above, database checks and its

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<sup>33</sup> 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).

<sup>34</sup> 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.<sup>35</sup> 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).<sup>36</sup> 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.<sup>37</sup>

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.

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<sup>35</sup> See *id.*, ¶ 78.

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

<sup>37</sup> 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.<sup>38</sup> 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.<sup>39</sup> This

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

<sup>39</sup> *Id.*

specifically includes the Company's website (www.tagmobile.com) and any outdoor signage.<sup>40</sup> 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.<sup>41</sup> 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.<sup>42</sup> In addition, TAG will keep accurate records as directed by USAC<sup>43</sup> 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;<sup>44</sup> (2) is in compliance with all federal Lifeline

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<sup>40</sup> *Id.*

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

<sup>42</sup> *See Lifeline Reform Order*, ¶¶ 302-306.

<sup>43</sup> *See id.*

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

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

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

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,<sup>49</sup> 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.<sup>50</sup> 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.<sup>51</sup> 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

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

<sup>46</sup> See section 54.416(a)(3).

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

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

<sup>49</sup> See *Lifeline Reform Order*, section 54.422(c).

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

<sup>51</sup> 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.<sup>52</sup>

### **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,<sup>53</sup>
- 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 believe<sup>54</sup> 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.

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

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

<sup>54</sup> See section 54.405(e)(1).

## II. Description of Lifeline Service Offerings<sup>55</sup>

TAG will offer its Lifeline service in the states where it is designated as an ETC<sup>56</sup> 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.<sup>57</sup> 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 data<sup>58</sup> 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](http://www.tagmobile.com).

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<sup>55</sup> See Compliance Plan Public Notice at 3.

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

<sup>57</sup> 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.

<sup>58</sup> 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 Designation<sup>59</sup>**

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.<sup>60</sup> 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

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<sup>59</sup> See Compliance Plan Public Notice at 3.

<sup>60</sup> 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."<sup>61</sup> TAG certifies that it will comply with the service requirements applicable to the support it receives.<sup>62</sup> 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

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<sup>61</sup> Compliance Plan Public Notice at 3.

<sup>62</sup> 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.<sup>63</sup>

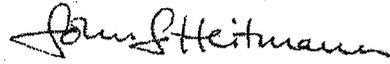
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<sup>63</sup> See *Lifeline Reform Order*, ¶ 230.

**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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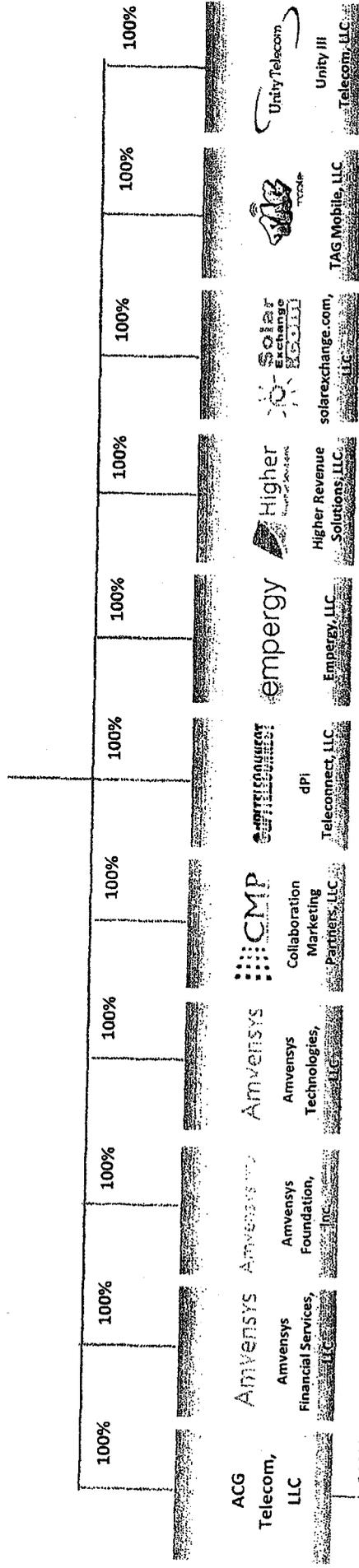
*Counsel to TAG Mobile, LLC*

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-transferable 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 (not Medicare)                            | <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.

**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: \_\_\_\_/\_\_\_\_/\_\_\_\_

**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

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 (not Medicare)                                  | <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 (not Medicare)                            | <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**



mobile

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](http://www.tagmobile.com).

# FREE

## Cell Phone

Free Minutes Every Month

No Contract  
No Credit Check

Sign Up Today!

# TAG<sup>TM</sup>

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

# CellPhone

**Free Minutes Every Month**

**No Contract**

**No Credit Check**

**mobile**

# Sign Up Today!

[www.tagmobile.com](http://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.

**Exhibit-6**

SHORT SWITCH	OCN_NAME	ABBRE_OCN_NAME	CATEGORY	RC ABBRE
PEORAZFS	ACCIPITER COMMUNICATIONS INC	ACCIPITER COMM	ILEC	PHOENIX
PEORAZFS	ACCIPITER COMMUNICATIONS INC	ACCIPITER COMM	ILEC	LKPLEASANT
DTLDAZ01	ARIZONA TELEPHONE CO.	ARIZONA TEL CO	ILEC	HYDER
MMLKAZXC	ARIZONA TELEPHONE CO.	ARIZONA TEL CO	ILEC	MORMONLAKE
MRCNAZXC	ARIZONA TELEPHONE CO.	ARIZONA TEL CO	ILEC	MARBLECNYN
MRCNAZXE	ARIZONA TELEPHONE CO.	ARIZONA TEL CO	ILEC	GREENEHVN
RSVTAZXC	ARIZONA TELEPHONE CO.	ARIZONA TEL CO	ILEC	ROOSEVLTlk
TNBSAZXC	ARIZONA TELEPHONE CO.	ARIZONA TEL CO	ILEC	ROOSEVLTlk
ALPIAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	ALPINE
CIBCAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	WHITERIVER
GRERAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	GREER
HEBRAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	HEBER
HLBKAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	HOLBROOK
HLLKAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	WHITERIVER
LKSDAZAE	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	PINETOP
MCNRAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	WHITERIVER
PNDLAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	SHOW LOW
PNTPAZXA	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	PINETOP
PNTPAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	PINETOP
SHLWAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	SHOW LOW
SNWFAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	SNOWFLAKE
SPVLAZXC	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	SPRINGERVl
STJHAZXB	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	ST JOHNS
WHRVAZXB	CITIZENS TELECOM CO OF WHT MTNS INC.	FRONTIER WHITE MTNS	ILEC	WHITERIVER
BLCYAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	BULLHEADCY
CSRKAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	CASTLEROCK
DLSPAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	LKMHVrNCHS
GLVYAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	KINGMAN
KGMNAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	KINGMAN
KGMNAZXE	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	KINGMAN
LHCYAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	LKHAVASUCY
MHVYAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	MOHAVE VLY
WIKPAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	WIKIEUP
YUCCAZXC	CITIZENS UTILITIES RURAL DBA FRONTIER UT RURAL	FRONTIER UTIL RURAL	ILEC	YUCCA
CFTNAZXC	COPPER VALLEY TELEPHONE, INC.	COPPER VALLEY TEL AZ	ILEC	CLIFTON
DNCNAZXC	COPPER VALLEY TELEPHONE, INC.	COPPER VALLEY TEL AZ	ILEC	DUNCAN
ELFRAZXC	COPPER VALLEY TELEPHONE, INC.	COPPER VALLEY TEL AZ	ILEC	ELFRIDA
BOUSAZXC	FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC - AZ	FRONTIER SW - AZ	ILEC	BOUSE
CIBLAZXC	FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC - AZ	FRONTIER SW - AZ	ILEC	CIBOLA
EHRNAZXF	FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC - AZ	FRONTIER SW - AZ	ILEC	EHRENBERG
PRKRAZXC	FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC - AZ	FRONTIER SW - AZ	ILEC	PARKER
CSELAZXC	MIDVALE TELEPHONE EXCHANGE, INC.	MIDVALE TEL EXCH INC	ILEC	CASCABEL
ELOYAZ05	MIDVALE TELEPHONE EXCHANGE, INC.	MIDVALE TEL EXCH INC	ILEC	SILVERBELL
SCDMAZ89	MIDVALE TELEPHONE EXCHANGE, INC.	MIDVALE TEL EXCH INC	ILEC	PHOENIX
DLKNAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	DILKON
GANDAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	GANADO
GSWDAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	GREASEWOOD
KABTAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	KAIBITO
LEPPAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	LEUPP
STMCAZXE	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	WINDOWROCK
TOYIAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	TOYEI
WDRNAZXC	NAVAJO COMM CO INC - AZ DBA FRONTIER NAVAJO COM	FRONTIER NAVAJO COMM	ILEC	WIDE RUINS
AGFIAZSR	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
ASFKAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	FLAGSTAFF
AZCYAZ03	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
BCKYAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
BISBAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	BISBEE
BLCNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
BNSNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	BENSON
BNSNAZSD	QWEST CORPORATION	QWEST CORPORATION	RBOC	BENSON

BRDSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
CHNDAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
CHNDAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
CHNDAZWE	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
CHVYAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PRESCOTT
CLDGAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
CMVRAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SEDONA
CMVRAZRR	QWEST CORPORATION	QWEST CORPORATION	RBOC	SEDONA
CRCYAZNM	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
CRNDAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
CSGRAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
CTWDAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SEDONA
CTWDAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	SEDONA
CVCKAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
DDVLAZNM	QWEST CORPORATION	QWEST CORPORATION	RBOC	HAYDEN
DGLSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	DOUGLAS
DRVYAZNO	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
ELOYAZ01	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
FLGSAZEA	QWEST CORPORATION	QWEST CORPORATION	RBOC	FLAGSTAFF
FLGSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	FLAGSTAFF
FLGSAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	FLAGSTAFF
FLRNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
FTMDAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
FTMDAZNO	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
GDYRAZCW	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
GLBNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	GILA BEND
GLDLAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
GLOBAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	GLOBE
GNVYAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
GRCNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	GRANDCNYLON
HGLYAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
HGLYAZQC	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
HMBLAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PRESCOTT
HYDNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	HAYDEN
JSCYAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	WINSLOW
KRNYAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	HAYDEN
LTPKAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
MARNAZ02	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
MARNAZ03	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
MARNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
MAYRAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PRESCOTT
MESAAZGI	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
MESAAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
MIAMAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	GLOBE
MMTHAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SAN MANUEL
MRCPAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
MSPKAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	FLAGSTAFF
NGLSAZ03	QWEST CORPORATION	QWEST CORPORATION	RBOC	NOGALES
NGLSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	NOGALES
NGLSAZMW	QWEST CORPORATION	QWEST CORPORATION	RBOC	NOGALES
NWRVAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
ORCLAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SAN MANUEL
PAGEAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PAGE
PHNXAZ81	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZBW	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZCA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZEA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZGR	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZLV	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZMR	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX

PHNXAZMY	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZNE	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZNO	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZNW	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZPP	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZPR	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZSE	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZSY	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PHNXAZWE	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PIMAAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PIMA
PINEAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PAYSON
PLMNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	BISBEE
PRSCAZEA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PRESCOTT
PRSCAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PRESCOTT
PRVYAZPP	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
PTGNAZEL	QWEST CORPORATION	QWEST CORPORATION	RBOC	NOGALES
PTGNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	NOGALES
PYSNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PAYSON
SCDLAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
SCDLAZSH	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
SCDLAZTH	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
SEDNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SEDONA
SEDNAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	SEDONA
SFFRAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SAFFORD
SMTNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SOMERTON
SNMNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SAN MANUEL
SPRAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SUPERIOR
SPRSAZEA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
SPRSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
SPRSAZWE	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
SRVSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	SIERRAVIST
SRVSAZNO	QWEST CORPORATION	QWEST CORPORATION	RBOC	SIERRAVIST
SRVSAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	SIERRAVIST
STFDAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	CASAGRANDE
TCSNAZCA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZCO	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZCR	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZEA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZFW	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZML	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZNO	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZRN	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZSE	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZSW	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZTV	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TCSNAZWE	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
TEMPAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
TEMPAZMC	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
TLSNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
TMBSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TOMBSTONE
TNCKAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PAYSON
TUBCAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
VAILAZNO	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
VAILAZSO	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
WCBGAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	WICKENBURG
WHTKAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
WLCXAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	WILLCOX
WLMSAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	FLAGSTAFF

WLTNAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	YUMA
WNBGAZ01	QWEST CORPORATION	QWEST CORPORATION	RBOC	PHOENIX
WNSLAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	WINSLOW
XXXXXXXX	QWEST CORPORATION	QWEST CORPORATION	RBOC	TUCSON
YRNLAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	WICKENBURG
YUMAAZFT	QWEST CORPORATION	QWEST CORPORATION	RBOC	YUMA
YUMAAZMA	QWEST CORPORATION	QWEST CORPORATION	RBOC	YUMA
YUMAAZSE	QWEST CORPORATION	QWEST CORPORATION	RBOC	YUMA
BVDMAZ01	RIO VIRGIN TELEPHONE CO., INC.	RIO VIRGIN TEL CO	ILEC	LITTLEFLD
QRTZAZXC	SOUTHWESTERN TELEPHONE CO.	SOUTHWESTERN TEL CO	ILEC	QUARTZSITE
SALMAZXC	SOUTHWESTERN TELEPHONE CO.	SOUTHWESTERN TEL CO	ILEC	SALOME
AGULAZXC	TABLE TOP TELEPHONE CO., INC.	TABLE TOP TELEPHONE	ILEC	AGUILA
BGDDAZXC	TABLE TOP TELEPHONE CO., INC.	TABLE TOP TELEPHONE	ILEC	BAGDAD
SGMNAZXC	TABLE TOP TELEPHONE CO., INC.	TABLE TOP TELEPHONE	ILEC	SELIGMAN
SNDRAZXC	TABLE TOP TELEPHONE CO., INC.	TABLE TOP TELEPHONE	ILEC	SANDERS
BONTAZXC	VALLEY TELEPHONE COOPERATIVE, INC.	VALLEY TEL COOP INC	ILEC	BONITA
BOWIAZXC	VALLEY TELEPHONE COOPERATIVE, INC.	VALLEY TEL COOP INC	ILEC	BOWIE
PERCAZXC	VALLEY TELEPHONE COOPERATIVE, INC.	VALLEY TEL COOP INC	ILEC	PEARCE
PRTLAZXC	VALLEY TELEPHONE COOPERATIVE, INC.	VALLEY TEL COOP INC	ILEC	PORTAL
SNSMAZXC	VALLEY TELEPHONE COOPERATIVE, INC.	VALLEY TEL COOP INC	ILEC	SAN SIMON
SNZNAZXC	VALLEY TELEPHONE COOPERATIVE, INC.	VALLEY TEL COOP INC	ILEC	SUNIZONA

**Exhibit-7**

# The Service Agreement

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

## When You Accept The Agreement

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

## Terms of Service

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

## Service Plans

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

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

TAG offers the following Service Plans:

**Base Plan:** Term and Pricing – The Base Plan includes 250 minutes of use for \$12.75 per month. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included in the Base Plan, however it is available and plan minutes are decremented at 1 minute for every 1 text message, either sent or received. Data services are not included in the Base Plan. The Base Plan may require the purchase of a TAG mobile Device and a one-time activation fee unless a promotional offer or other qualifying plan terms apply.

**Replenishment Plans:** Replenishment plans are available in 30 day increments., Replenishment plan pricing and terms are as follows:

- 250 minutes, 250 text messages for \$10.00
- 500 minutes, 500 text messages for \$20.00
- 1000 minutes, 1000 text messages for \$30.00
- 100 megabytes of data for \$10.00
- 500 megabytes of data for \$40.00

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

**Lifeline Plans\*:** Term and Pricing – TAG's Lifeline Plans include a free mobile Device and a preset amount of free and/or discounted minutes monthly. The amount of free and/or discounted minutes available varies by state, so please see our website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on Lifeline Plans. For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Text messaging is not included with Lifeline service, however it is available, and plan minutes are typically decremented at 1 minute for every 1 text message, either sent or received. This rate may vary by state, so please see TAG's website ([www.tagmobile.com](http://www.tagmobile.com)) for state specific information on text message rates in your area. Data services are not included and are not available with Lifeline service. Unless state specific rules apply, all unused Lifeline minutes will expire at the end of each month, defined as the monthly renewal date, upon reload of your free and/or discounted monthly Lifeline minutes. Replenishment Plans are available to be purchased in conjunction with Lifeline service. These Replenishment Plans may include text and/or data. Replenishment minutes expire independently from your monthly Lifeline minutes.

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

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

**Rules Related to Lifeline Supported Service:** Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. Lifeline benefits are federal benefits and consumers that make false statements in order to obtain the Lifeline benefit can be punished by fine or imprisonment, de-enrollment or can be barred from the program. Only one Lifeline service is available

per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline benefits from multiple providers. A violation of the one-per-household requirement constitutes a violation of the Federal Communication Commission's rules and will result in de-enrollment from the program, and could result in criminal prosecution by the United States government. The Lifeline benefit may be applied to either one landline or one wireless number, but cannot be applied to both. Note that not all Lifeline services are currently marketed under the name Lifeline. All Lifeline subscribers must complete their own Application for service. Lifeline service requests will not be processed until an Application has been received and validated by TAG. Applicants must personally activate TAG's Lifeline service by calling 1-866-959-4918 and selecting Option 2 for activations.

**Initial Certification and Annual Re-Certification Requirements of Lifeline Supported Service:** Evidence of Lifeline program eligibility is required with your initial application for Lifeline supported Service. Where such eligibility cannot be validated through a state and/or federal database or other alternative means, it may be validated in person by a TAG Agent by providing a copy of your state issued ID card and a copy of the program identification card or other social service agency documentation showing current participation.

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

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

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

1. That you have read and understand the Lifeline Application, and swear and affirm that the information contained in the Application is true and correct, to the best of your knowledge and belief. Further, that you understand that you must meet certain eligibility qualifications receive Lifeline supported service, and that you understand that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
2. That you meet the income-based eligibility criteria for Lifeline supported service or that you are a current recipient of the program you designated as your qualification for eligibility and that you will notify TAG within thirty (30) business days (1) if you are no longer participating in the designated program(s); (2) if your household is receiving more than one Lifeline supported service; or (3) if for any other reason your household no longer satisfies the criteria for receiving Lifeline support. You will need to provide documentation of eligibility if required.
3. That the residence address you provided is your primary and permanent residence, and not a second home or business. Further, that you understand that if you move from the address included on your Lifeline Application that you are required to notify TAG of your new address within 30 days.

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

**Usage Requirements Related to Lifeline Supported Service:** In order for your TAG Lifeline account to remain active, we require that you use your TAG Lifeline supported wireless Service at least once per month. You can use the service by completing an outbound call, purchasing minutes from TAG to add to your plan, answering an incoming call from someone other than TAG or responding to a direct contact from TAG confirming that you want to continue receiving the service. TAG monitors subscribers for non-usage and after 30 days of non-use, TAG's usage team identifies accounts that have not been used for 30 days and sends a text message to such customers asking the customers to respond to the text message or call TAG's customer service number within 30 days to keep the account active. After 45 days of non-usage (15 days from the initial text notification), TAG's internal outreach team attempts to contact those customers to inquire about their intentions to retain the service. In addition to the above, and upon completion of the 30 day grace period and a cumulative 60 days of non-use, TAG will provide written notice to you stating that non-use of your Lifeline service for 60 days and failure to respond to TAG's outreach efforts and/or provide an affirmative acknowledgement directly to TAG that you wish to retain your Lifeline service within 30-days from the date of the initial text notification has resulted in de-enrollment from the Lifeline program and deactivation of your Lifeline supported Service. During the entire 60 day period, your TAG Lifeline service remains active and is not suspended. In the event your Lifeline supported Service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.

**Termination of Service(s):** You may terminate any line of Service, including Lifeline Service, by calling us. We reserve the right to cancel offers early or extend offers without notice. Certain offers may not be available everywhere or be combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit [www.tagmobile.com](http://www.tagmobile.com) for coverage details. Fees paid for Services and/or Devices are inclusive of most government taxes and fees, and TAG Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area], with the exception of local sales tax which is applied to the purchase of replenishment plans or other Services or Devices that are

purchased at retail locations or on our website. TAG Surcharges are not taxes or government required charges and are subject to change. A phone activation fee may apply to new activations. A reconnect fee may apply to reestablish service on accounts that have been deactivated. All TAG services will only work with TAG approved phones - not all services are available with all phones or on all networks. Service charges are not refunded or prorated if service is terminated or modified. All phone usage, including incoming/outgoing calls, incurs airtime charges unless specified otherwise. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused plan minutes do not carry forward and expire at midnight of the monthly service renewal date as determined by your activation date, unless special plan terms apply. Partial minutes of use are rounded up to the next whole minute.

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

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

#### **Your Use Of The Service.**

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

TAG reserves the right to manage our network and the traffic on our network in the way we believe best benefits our customers and best enables us to maintain Service of the nature described in this Agreement. We have determined that our ability to provide Service to our customers is disrupted when you place an abnormally high number of calls, repeatedly place calls which result in abnormally long call lengths, repeatedly place calls with abnormally high costs, high or disproportionate use, or otherwise use our Services or network in excess of our expectations or the normal amount of use by our customers. Thus, we reserve the right to discontinue Service to customers, to discontinue or block Service to certain categories of services, to terminate calls or

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

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

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

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

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

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

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

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

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

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

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

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

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

**Off-network Roaming:** The primary use of your Device must be for domestic purposes within the TAG network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Roaming may not be available to customers who reside or whose primary use is outside an area covered by the TAG Network. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for roaming.

**International Roaming:** International calling and roaming, including in Canada, Mexico, and Guam are not included in TAG Service Plans. International calling and roaming usage will require an alternate payment

method. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

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

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

## Acceptable Use Policy

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

### COVERAGE OF THIS POLICY

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

### ILLEGAL OR HARMFUL USE

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

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

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

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

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

pumping/access stimulation, for this purpose, is defined as any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to TAG.

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

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

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

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

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

## **ELECTRONIC COMMUNICATIONS**

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

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

## **NETWORK SECURITY AND INTEGRITY**

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

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

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

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

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

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

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

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

TAG reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the Network if it reasonably determines that your conduct may: (1) expose TAG to sanctions, prosecution, civil action, or other liability; (2) cause harm to or interfere with the integrity or normal operations of TAG's Network or networks with which TAG is interconnected; (3) interfere with another TAG customer's use of the Network; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to TAG or its customers.

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

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

## **MISCELLANEOUS**

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

## **QUESTIONS, COMMENTS & ABUSE**

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

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

### Basic Definitions

In this document:

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

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

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

### Pre-Paid Services

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

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

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

### Our Right To Suspend Or Terminate Services

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

- 1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- 2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- 3) For a violation or breach of this Agreement
- 4) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or

5) Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.

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

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

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

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

### **Restrictions On Using Services**

You can't use our Services:

(1) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or

(2) in any way prohibited by the terms of our Service Plans or the Agreement. You cannot in any manner resell the Services to another party.

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

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

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Your Device is designed to be activated on the TAG network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to or from another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your TAG phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming.

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

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

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

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

### **Roaming**

The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. TAG makes no guaranty that roaming coverage will be available in all areas, and further, roaming may not be available to customers who reside or whose primary use is outside an area covered by the TAG Network. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including voicemail, call waiting, etc.). TAG reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes are used for roaming.

### **Activation & Miscellaneous Charges**

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

### **Account & Service Charges**

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

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

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

use as a monitoring service), etc. For additional information on what we do to protect our customers, network, Services and equipment, see our AUP.

## **Your Privacy**

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

## **Call Monitoring:**

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

## **Contact:**

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

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

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

## **Information on Devices:**

Your Device may contain sensitive or personal information. TAG is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on your Device.

## **Location Based Services**

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

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

## **911 Or Other Emergency Calls**

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

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

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

## **Disclaimer of Warranties**

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

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

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

- (1) anything done or not done by someone else;
- (2) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.);
- (3) traffic or other accidents, or any health-related claims relating to our Services;
- (4) Data Content or information accessed while using our Services;
- (5) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise;
- (6) interrupted, failed, or inaccurate location information services;
- (7) information or communication that is blocked by a spam filter;
- (8) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or

(9) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and to back-up your information stored on each.

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

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

#### **DISPUTE RESOLUTION**

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

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

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

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

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

benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to complaints, payment, E911, dispute resolution, no class action, no jury trial), survive termination of Services.

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Host A Community Event Products Lifeline Assistance Program Prepaid Call to Order: 1-866-959-4918 © 2013  
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## **Exhibit-8**

# FREE CELL PHONE WITH FREE MINUTES

PLUS

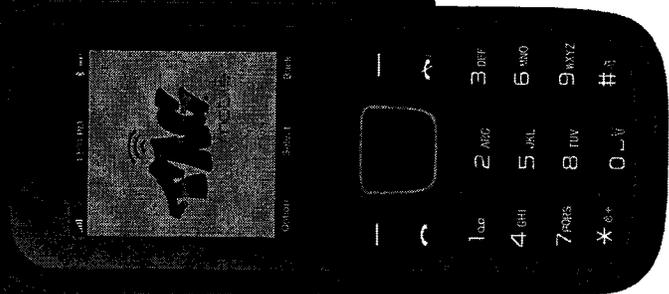
# FREE TEXT MESSAGES EVERY MONTH



TALK TEXT DATA



*You're In!*



[www.tagmobile.com](http://www.tagmobile.com)

f /TagMobileNow

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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. Coverage limitations may affect wireless mobile service, including E-911 emergency calls. Pennsylvania customers may contact the Pennsylvania Public Utility Commission, Bureau of Consumer Services with Questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday through Friday or visit them online at [www.puc.pa.gov](http://www.puc.pa.gov).





mobile  
lifeline

**STAFF**

