

ORIGINAL



0000178845

Law Office of Joan S. Burke

1650 North First Avenue

Phoenix, AZ 85003

Phone: 602-535-0396

joan@jsburkelaw.com

April 14, 2017

Arizona Corporation Commission
DOCKET CONTROL
1200 West Washington Street
Phoenix, AZ 85007

T-02556A-17-0111

RECEIVED
AZ CORP COMMISSION
DOCKET CONTROL
2017 APR 14 A 10:33

Re: Smith Bagley, Inc. d/b/a Cellular One of North East Arizona
Dkt. T-02556A-17-_____.
New Tariff Filing

Docket Control:

Enclosed is an original and one (1) copy of the informational tariff for wireless carrier Smith Bagley, Inc. d/b/a Cellular One of North East Arizona. This tariff replaces in its entirety the "Wireless Services Tariff" currently on file with Arizona Corporation Commission. The enclosed tariff reflects compliance with recent Federal Communication Commission rule changes and rates now in effect for voice, texting and data services.

Should any questions arise regarding this filing, please contact me.

Sincerely,

Joan S. Burke

Arizona Corporation Commission

DOCKETED

APR 14 2017

DOCKETED BY

Enclosure

**INFORMATIONAL TARIFF
APPLICABLE TO SERVICES
OFFERED IN THE STATE OF ARIZONA**

This tariff applies to the wireless Telecommunications Services furnished by Smith Bagley, Inc. dba Cellular One of North East Arizona utilizing cellular radiotelephone service within the ETC Service Area of Smith Bagley, Inc. (“Company”) in the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at Company’s principal place of business located at 1500 S. White Mountain Road, Show Low, Arizona 85901.

Filed with the
Arizona Corporation Commission

Issued Date: April 14, 2017
Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

Effective Date: May 14, 2017

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

Sheet	Revision	Sheet	Revision
1	Original *	27	Original *
2	Original *	28	Original *
3	Original *	29	Original *
4	Original *	30	Original *
5	Original *	31	Original *
6	Original *	32	Original *
7	Original *	33	Original *
8	Original *	34	Original *
9	Original *	35	Original *
10	Original *	36	Original *
11	Original *	37	Original *
12	Original *	38	Original *
13	Original *	39	Original *
14	Original *	40	Original *
15	Original *	41	Original *
16	Original *	42	Original *
17	Original *	43	Original *
18	Original *	44	Original *
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		
26	Original *		

* Indicates new or revised sheet submitted with this filing.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

TARIFF FORMAT

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

TARIFF FORMAT (Cont'd)

Explanation of Symbols. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Identifies a changed regulation.
- (D) - Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (M) - Identifies material moved from one tariff location to another.
- (N) - Identifies a new rate or regulation.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text only.

Issued Date: April 14, 2017
Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

Effective Date: May 14, 2017

TABLE OF CONTENTS

TITLE SHEET 1

CHECK SHEET..... 2

TARIFF FORMAT 3

TABLE OF CONTENTS..... 5

1.0 APPLICATION OF TARIFF..... 6

2.0 DEFINITION OF TERMS..... 7

3.0 TERMS AND CONDITIONS 9

 3.1 Undertaking of the Company 9

 3.2 Limitations of Service 10

 3.3 Establishing and Furnishing Universal Service 10

 3.4 Payment and Service Cancellation..... 12

 3.5 Termination of Service..... 12

 3.6 Restoral of Service 13

 3.7 Suspension of Service 14

 3.8 Cancellation following Special Engineering..... 14

 3.9 Promotional Offerings..... 14

 3.10 Limitation of Liability..... 15

 3.11 Indemnification 16

 3.12 Hazardous or Inaccessible Locations 17

 3.13 Company Equipment 17

 3.14 Dispute Resolution Procedures 18

 3.15 Privacy Policy 18

4.0 DESCRIPTION OF SERVICES..... 19

 4.1 Lifeline Service Description 19

 4.2 Activation and Use of Phone 20

 4.3 Annual Verification and Non-Use Deactivation..... 21

 4.4 Minute Usage 21

 4.5 Text Messaging 22

 4.6 Data Usage 22

 4.7 International Calling 23

5.0 RATES..... 24

EXHIBIT 1 DESIGNATED ETC AREA IN ARIZONA.....Exhibit 1

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

1.0 APPLICATION OF TARIFF

This Tariff is provided for informational purposes only and contains the regulations, terms, conditions and charges applicable to the provision of basic Universal Service utilizing Cellular Radiotelephone Service provided under the dba Cellular One of North East Arizona within the designated Eligible Telecommunications Carrier (“ETC”) service area of SMITH BAGLEY, INC., hereinafter referred to as the “Company.”

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

2.0 DEFINITION OF TERMS

Building

A structure occupied by one or more Customers.

Cellular Service Agreement

A contract for Wireless Service between the Company and Customer.

Chargeable Time

Use of Wireless Service that is applied against included or purchased airtime minutes.

Company or Carrier

Smith Bagley, Inc. doing business under the trade name Cellular One.

Cost

Where the words cost or actual cost are used, they are intended to cover the actual cost of material, labor, and incidentals, plus a charge for administration.

Customer

A person, firm, corporation, or governmental agency responsible for payment of rates and charges and for compliance with the conditions of this Tariff.

Eligible Telecommunications Carrier Service Area (ETC Service Area)

The geographical area throughout which the Company is authorized to serve eligible universal service subscribers. A map of SBI's ETC Service Area is attached hereto as Ex 1.

Facilities

MTSO equipment, cell site base stations, point-to-point microwave stations, supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with Wireless Service.

In-Network Call

A call between the Company's customers that both originates and terminates within the Company's ETC Service Area.

Near Reservation

Areas wherein Smith Bagley, Inc. has been granted ETC status and where Universal Service Customers are eligible for Lifeline and Linkup Service, but which are not on Tribal Lands.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

2.0 DEFINITION OF TERMS (Cont'd)

Network Facilities

All Company facilities from the MTSO up to and including the Standard Network Interface, but not including the Customer's mobile unit.

Nonrecurring Charge

The one-time charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

On Reservation

Native American Reservations wherein Smith Bagley, Inc. has been granted ETC status and where Universal Service Customers are eligible for Lifeline and Linkup Service.

Out of Network Call

A call from a Company customer that originates within the Company's ETC Service Area to a non-Company customer that terminates anywhere within the domestic U.S.

Service

Any or all service(s) provided by Company pursuant to this tariff or a Customer contract.

Station

A base station and other type equipment at the Customer's premises or under the which Customer's control, allows the Customer to establish communication.

Universal Service

The furnishing of basic telephone service, as required by the Communications Act of 1934, as amended, the Federal Communications Commission's Rules, and the Rules of the Arizona Corporation Commission to the Company's Customers utilizing Cellular Radiotelephone Service within the designated Eligible Telecommunications Carrier ("ETC") service area.

Universal Service Customer

A Customer who is eligible to receive benefits established under federal or state universal service programs.

Wireless Service

The furnishing of equipment and facilities for cellular radiotelephone communications.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS

3.1 Undertaking of Company

- A. Company undertakes to furnish telecommunications Service under this Tariff in connection with the transmission of one-way and/or two-way wireless communications.
- B. Company's service offerings consist of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via Company Facilities, via resold services, or via facilities provided by other communications providers or any combination thereof.
- C. Company is responsible only for the Services and Company Facilities it provides under this Tariff, and it assumes no responsibility for any service provided by any other entity that provides access to Company Services or Facilities in order to originate and/or terminate its own services
- D. Company will not unjustly discriminate among and between consumers in the provision of local exchange telecommunications services within its operating area.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.2 Limitations of Service

- A. Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff.
- B. Company reserves the right at its sole discretion to discontinue Service, or to limit the use of Service when necessitated by conditions beyond its control, when the Customer is using the Service in violation of the law or the provisions of this Tariff, when Customer is indebted to the Company for telephone service previously furnished, or for nonpayment by the Customer.
- C. All Company Facilities provided under this Tariff are directly controlled by Company and the Customer may not assign or transfer the use of the Services.
- D. Company Service may not be used for any unlawful purpose and Company may terminate Service for unlawful use.
- E. The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

3.3. Establishing and Furnishing Universal Service

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

3.3.1 Application for Universal Service

- A. An individual applying for establishment of universal service must complete an application form. These applications become contracts upon approval and shall be subject at all times to the lawful rates and regulations of the Company.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.3 Establishing and Furnishing Universal Service (cont'd)

3.3.1 Application for Universal Service (cont'd)

- B. **Additional Service or Equipment**
Requests from Customers for additional service or equipment may be made orally or in writing and, upon approval or installation of the service, become a part of the original contract, except that each such additional item is subject to the appropriate rates, terms and conditions then in effect.
- C. **Transfer of Service Between Customers**
An applicant may supersede the service of a Customer where an arrangement acceptable to the Company is made by the Customer and the applicant to pay all outstanding charges against the service, and the superseding Customer establishes its eligibility to receive universal service subsidies.

3.3.2 Assigning and Changing of Telephone Numbers

The Customer has no property right in the telephone number and the Company may change the telephone number of a Customer whenever it considers it desirable in the conduct of its business.

3.3.3 Unauthorized Usage of Equipment; Tampering

Any handset or equipment is provided exclusively for use by the Customer with the Company Services. The unauthorized unlocking or resale of a handset or other equipment constitutes a violation of the

Issued Date: April 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

Effective Date: May 14, 2017

3.0 TERMS AND CONDITIONS (cont'd)

3.4 Payment and Service Cancellation - Customer Responsibility

3.4.1 Payments

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company, including charges for services originated, or charges accepted, at such Facilities. Unless otherwise indicated in this Tariff, Service is billed on a monthly basis.

3.4.2 Late Payments

A late payment charge in the amount of one and one-half percent (1.5%) per month, or the maximum allowable by law, of any balance remaining unpaid after the date due may be added to Customer's balance due to Company once that unpaid balance has been due and payable for thirty (30) days or more. Customer shall pay all costs, fees and expenses of any kind which Company may incur to collect all amounts due from Customer, including, without limitation, all court costs, attorneys' fees, collection agency fees or commissions or other collection costs or expenses of any kind or nature.

3.4.3 Advance Payment for Service

Charges for the initial twelve (12-24 months) of universal service for on reservation or near reservation customers, including the Administrative Fee, may be paid in advance in cash, or where the Customer is creditworthy, charged to a credit card acceptable to the Company.

3.5 Termination of Service

3.5.1 Termination of Service

The Company may terminate service for any reason identified in Section 3.2.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.5 Termination of Service (cont'd)

3.5.2 Termination Under Contract

Customer's initial contract term will be for a finite number of days, which is described in your Cellular Service Agreement. Charges may be paid in advance or may be charged to a credit card acceptable to Cellular One. At the end of your initial term, you may renew or convert your agreement to a different Cellular One price plan.

3.5.3 Termination for Non-Use

For near reservation Customers, the Company will provide Customer notification when the Customer has not used the Universal Service Plan for a period of thirty (30) days. Should the Customer fail to respond, or continue to not use the Universal Service Plan during a fifteen (15) day period following the customer notification, service will be immediately terminated.

3.5.4 Initial Contract Period

Where service is disconnected and subsequently reestablished at the same location for the same or different Customer, a new initial contract period will apply, whether or not the equipment has been removed.

3.6 Restoral of Service

A nonrecurring charge may be applied to reestablish service if service is suspended for proper cause, toll service or other regulated charges, but an order providing for complete disconnection has not been completed. All charges up to the date of the suspension are due prior to restoral of service. The following charge may be applied:

	NONRECURRING CHARGE
Per line restored:	\$40.00

Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges due up to the date of suspension

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.7 Suspension of Service

The Company may, at its discretion, suspend service to a Customer for up to 30 days (a) at the Customer's request, or (b) for noncompliance with the Cellular Service Agreement which is susceptible to cure.

3.8 Cancellation following Special Engineering

When an application for service, for which special engineering must be undertaken is canceled in whole or in part before service is established, the applicant or Customer is required, on demand, to reimburse the Company for all expenses incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service had been established.

3.9 Promotional Offerings

The Company may engage in promotions of its universal service offerings designed to attract new Customers or to increase awareness of particular offerings among existing Customers. These promotions will be for a limited time period and will typically involve the waiver or discount of recurring and/or nonrecurring charges for service offerings. Each promotion will be developed so that the revenue received by the Company will cover the direct marginal cost of the service being promoted.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.10 Limitation of Liability

CUSTOMER ACKNOWLEDGES THAT THE WIRELESS SERVICE MAY NOT BE COMPLETELY PRIVATE AND MAY BE INTERRUPTED, LOST OR LIMITED FOR MANY REASONS OTHER THAN THE NEGLIGENCE OF THE COMPANY, INCLUDING, BUT NOT LIMITED TO, DIALING ERRORS, POWER FAILURES, LEAVING WIRELESS SERVICE COVERAGE AREA, MALFUNCTIONING OF WIRE LINE SERVICES OR EQUIPMENT, INTERRUPTIONS IN THE COMPANY'S INTERCONNECTIONS TO WIRE LINE EXCHANGE CARRIERS OR INTER-EXCHANGE CARRIERS, "DEAD SPOTS" OR OTHER INCOMPLETE COVERAGE AREAS WITHIN COMPANY'S LOCAL SERVICE AREA, AND ELECTRONIC OR ATMOSPHERIC INTERFERENCE.

COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE CAUSES LISTED ABOVE, OR ANY OTHER CAUSES BEYOND THE DIRECT AND EXCLUSIVE CONTROL OF COMPANY. COMPANY'S LIABILITY FOR ITS OWN NEGLIGENCE OR ANY OTHER REASON MAY NOT IN ANY EVENT EXCEED THE PRORATED CHARGE FOR SERVICE DURING THE PERIOD DAMAGES OCCURRED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS. CUSTOMER AGREES TO ASSUME THE RESPONSIBILITY OF INSURING AGAINST OR OTHERWISE BEARING THE RISK OF GREATER LOSSES.

NO LIABILITY SHALL ATTACH TO THE COMPANY FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS OF THE COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, TERMINATING, OR CHANGING THE WIRELESS SERVICE OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OF INFORMATION IN RESPECT THEREOF OR WITH RESPECT TO THE CUSTOMERS USERS OF THE WIRELESS

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.10 Limitation of Liability (cont'd)

SERVICE OR FACILITIES) IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

CUSTOMER HEREBY AGREES TO INDEMNIFY COMPANY AND HOLD COMPANY HARMLESS FROM ALL SUITS, LIABILITIES, COSTS AND CLAIMS OF ANY KIND ARISING OUT OF ANY ACTIONS, OMISSIONS, OR USE OF THE SERVICE OR ANY CELLULAR TELEPHONE EQUIPMENT OF CUSTOMER, ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY WITH CUSTOMER'S OR A USER'S CONSENT.

COMPANY IS NOT LIABLE FOR ANY LOSS, DAMAGE, ACCIDENT, INJURY OR THE LIKE OCCASIONED BY THE USE OF THE SERVICE OR THE PRESENCE OF A CELLULAR EQUIPMENT, OR FOR ANY DAMAGE TO ANY MOTOR VEHICLE OR OTHER PROPERTY RESULTING FROM THE INSTALLATION OR PRESENCE OF A CELLULAR EQUIPMENT.

3.11 Indemnification

CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY AND ALL SUITS, LIABILITIES, COSTS AND CLAIMS OF ANY KIND ARISING OUT OF ANY ACTIONS, OMISSIONS OR USE OF COMPANY PHONE AND/OR USE OF COMPANY SERVICES, WHETHER BASED IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY) AND REGARDLESS OF THE FORM OF ACTION.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.12 Hazardous or Inaccessible Locations

In areas the Company considers hazardous or inaccessible to its employees, the Customer may be required to furnish, install and maintain the facilities or equipment. Such installations are subject to Company approval to ensure safety, reliability, and network integrity.

3.13 Company Equipment

3.13.1 Damaged Equipment

All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligent or willful act of Customer and not due to ordinary wear and tear, the Customer will be responsible for the cost of restoring the equipment to its original condition, or replacing the equipment. The Company may suspend a Customer's service pursuant to Section 3.7 of this tariff while Customer effectuates replacement or repair of equipment. In the case of damage to a mobile handset a Customer has received from the Company at no cost, the Customer may be required to pay an equipment replacement fee.

3.13.2 Lost Equipment

The Customer may be required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

3.0 TERMS AND CONDITIONS (cont'd)

3.14 Dispute Resolution Procedures

- A. Most Customer concerns can be resolved quickly and to the Customer's satisfaction by calling Company's Customer Solution's Department at 1-800-730-2351. To the extent a dispute cannot be resolved through Company's Customer Solution's Department, Customer agrees to submit the dispute to binding arbitration as stated in the Company's Terms and Conditions of Service set forth at www.Cellularoneonline.com rather than filing a lawsuit.
- B. Company Disputes may also be resolved by contacting the Arizona Corporation Commission at 1200 West Washington Street, Phoenix, Arizona 85007-2996, (602) 542-4251 or 1-800-222-7000

3.15 Privacy Policy

Customers may access the Company's Privacy policy via the Company website at <http://www.cellularoneonline.com> .

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

4.0 DESCRIPTION OF SERVICES OFFERED

4.1 Lifeline Service Description

- 4.1.1 The Lifeline service offered by Company is a Universal Service which includes: (i) voice grade access to the public switched telephone network or its functional equivalent, (ii) minutes of use for local service at no additional charge, (iii) access to emergency services to the extent the local government has implemented such systems, and (iv) toll limitation for qualifying low-income consumers. 47 C.F.R. §54.101(a).
- 4.1.2 A person who submits a Lifeline application, together with supporting documentation, and who meets the eligibility requirements available at www.Cellularoneonline.com, will receive a cellular phone provided by Company together with a free allotments of airtime minutes each month for the term of the contract.
- 4.1.3 Unused minutes are forfeited and a Customer may not carry them into the next month or apply them to another phone. Once a Customer exceeds the monthly allowance of minutes, Customer may be required to purchase additional minutes.
- 4.1.4 To continue Customer's enrollment in a Lifeline program after the initial twelve months, each Customer must re-certify annually that he/she is qualified for continued enrollment in Lifeline.
- 4.1.5 Company reserves the right to cancel the enrollment of any Customer and/or permanently deactivate any Customer's phone for fraud, misrepresentation or other misconduct as determined solely by Company. While participating in the Lifeline program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Lifeline service provided to him/her by Company.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

4.0 DESCRIPTION OF SERVICES OFFERED (cont'd)

4.2 Activation and Use of Phone

- 4.2.1 If a Customer's Lifeline application is accepted, the Customer will receive a pre-activated cellular phone.
- 4.2.2 The Customer must accept the telephone number assigned to the phone at the time of activation and the customer will acquire no proprietary interest in any number assigned to customer.
- 4.2.3 Company cellular phones can only be used through Company, and cannot be activated with any other wireless or cellular service.
- 4.2.4 Services are provided at Company's discretion. Some functions and features referenced in the Manufacturer's manual provided with the Company supplied phone may not be available with Company Lifeline services.

4.3 Annual Verification and Non-Use Deactivation

- 4.3.1 A Lifeline Customer is required to annually verify continued Lifeline program eligibility. If a Customer fails to complete the annual verification, the customer will be de-enrolled from the Lifeline program. Upon de-enrollment, a Customer will cease receiving the free monthly minute and/or data allotment and Customer's phone will be deactivated. If Customer phone is deactivated, Customer may lose unused minutes and will lose the assigned wireless telephone number.
- 4.3.2 If service is deactivated Customer may reactivate service by re-enrolling in the Lifeline program. Upon reactivation of the phone, Customer may be assigned a new telephone number.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

4.0 DESCRIPTION OF SERVICES OFFERED (cont'd)

4.3 Annual Verification and Non-Use Deactivation (cont'd)

4.3.3 “No Usage” De-enrollment and Deactivation: Only Customers who actively use their Lifeline service are eligible to continue to receive benefits. If a Customer exceeds thirty days without any usage, Customer will be notified that failure to use cellular phone within 15 days will result in service termination. Should the Customer fail to respond or continues to not use the Universal Service Plan during a fifteen (15) day period following the customer notification, service will be immediately terminated.

4.4 Minute Usage

4.4.1 Airtime minutes will be deducted for all Chargeable Time, meaning all time during which a Company phone connected to, or using, the Company’s wireless system. Minutes are deducted from the Company phone at a rate of one (1) unit per minute or partial minute of use. Partial minutes are rounded up to the next minute.

4.4.2 Chargeable Time begins when the User presses the “send,” “call” or other key to initiate or answer a call and does not end until the network connection is released, rounded up to the nearest minute.

4.4.3 Minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, calls to toll free numbers, 411, Customer Care (when not accessing Customer Care by dialing 611), and to access voice mail. For outbound calls, customers may be charged minutes for incomplete and/or busy-no answer calls. Minutes are not deducted for calls to Customer Care when a customer dials 611 directly from his/her phone.

4.4.4 Minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no minutes remaining.

4.4.5 No credit or refund is given for dropped calls.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

4.0 DESCRIPTION OF SERVICES OFFERED (cont'd)

4.4 Minute Usage (cont'd)

4.4.6 Company phones will only operate when Customers have minutes available on the Company handset.

4.4.7 Customers may purchase additional airtime minutes at rates and terms offered by the Company. Instructions for adding minutes to the phone are provided on at the Company website: www.Cellularoneonline.com

4.5 Text Messaging

4.5.1 Text messaging will be available under Lifeline plans if so provided under the contract between Company and Customer made at the time service is initiated.

4.5.2 Text messaging may not be used for unauthorized uses that adversely impact Company's services. Such unauthorized uses include: (i) automated messaging to another mobile device or email address; (ii) other automated commercial uses. A Customer engaged in any unauthorized use, as determined in the Company's sole discretion, may have his/her service terminated.

4.5.3 International texting is available under some Lifeline plans. International texting will be available under Lifeline plans if so provided under the contract between Company and Customer made at the time service is initiated and according to the terms and conditions set forth in that service contract.

4.6 Data Usage

Data usage will be available under Lifeline plans if so provided under the contract between Company and Customer made at the time service is initiated.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

DESCRIPTION OF SERVICES OFFERED (cont'd)

4.7 International Calling

- 4.7.1 International calling may be available under Lifeline plans if so provided under the contract between Company and Customer made at the time service is initiated and according to the terms and conditions set forth in that service contract.

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

5.0 RATES

5.1 FreedomFONE Plan

5.1.1 Rate **No charge**
Subject to change based on federal subsidy. Company will charge the rate designated by the federal subsidy program.

5.1.2 Minutes	Minimum	Maximum
Nationwide voice minutes per month	250	1000

5.1.3 Data	Minimum	Maximum
Data usage per month	500 Mgb	2Gigabites

5.2 FREE4Life Plan (for Users on Tribal lands)

5.2.1 Rate **No charge**
Subject to change based on federal subsidy. Company will charge the rate designated by the federal subsidy program.

5.2.2 Minutes	Minimum	Maximum
Nationwide voice minutes per month	250	1000

5.2.3 Data	Minimum	Maximum
Data usage per month	500 Mgb	2Gigabites

Issued Date: April 14, 2017

Effective Date: May 14, 2017

Issued by:

Director of Legal Affairs
Smith Bagley, Inc.
1500 S. White Mountain Road
Show Low, Arizona 85901
(928) 537-0690

EXHIBIT 1 DESIGNATED ETC AREA IN ARIZONA

