FCC Form 481 - Carrier Annual Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2018

<010>	Study Area Code	309007
<015>	Study Area Name	I-Wireless LLC
<020>	Program Year	2021
<030>	Contact Name: Person USAC should contact with questions about this data	Sam Bailey
<035>	Contact Telephone Number: Number of the person identified in data line <030>	5135502755 ext.
<039>	Contact Email Address: Email of the person identified in data line <030>	sam.bailey@iwirelesshome.com
	Form Type	54.422

(200) Service Outage Reporting (Voice)
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<210> For the prior calendar year, were there any reportable voice service outages? _____

<220>

<a> NORS Reference Number	<b1> Outage Start Date	<b2> Outage Start Time	<b3> Outage End Date	<b4> Outage End Time	<c1> Number of Customers Affected	<c2> Total Number of Customers	<d> 911 Facilities Affected (Yes / No)	<e> Service Outage Description (Check all that apply)	<f> Did This Outage Affect Multiple Study Areas (Yes / No)	<g> Service Outage Resolution	<h> Preventative Procedures

(400) Number of Complaints per 1,000 customers
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com
<400>	Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize.	
<410>	Complaints per 1000 customers for fixed voice	
<420>	Complaints per 1000 customers for mobile voice	

(500) Compliance With Service Quality Standards and Consumer Protection Rules Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<515> Certify compliance with applicable minimum service standards

(600) Functionality in Emergency Situations
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com
<600>	Certify compliance regarding ability to function in emergency situations	
<610>	Descriptive document for Functionality in Emergency Situations	

(800) Operating Companies
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<810>	Reporting Carrier	i-wireless, LLC
<811>	Holding Company	Not Applicable
<812>	Operating Company	Not Applicable

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**

(900) Tribal Lands Reporting Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2018

<010>	Study Area Code	309007
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<030>	Contact Name - Person USAC should contact regarding this data	Sam Bailey
<035>	Contact Telephone Number - Number of person identified in data line <030>	5135502755 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<900> Does the filing entity offer tribal land services? (Y/N)

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached

If your company serves Tribal lands, please select (Yes,No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(5) includes:

		Select Yes or No or
<921>	Needs assessment and deployment planning with a focus on Tribal	
<922>	Feasibility and sustainability planning;	
<923>	Marketing services in a culturally sensitive manner;	
<924>	Compliance with Rights of way processes	
<925>	Compliance with Land Use permitting requirements	
<926>	Compliance with Facilities Siting rules	
<927>	Compliance with Environmental Review processes	
<928>	Compliance with Cultural Preservation review processes	
<929>	Compliance with Tribal Business and Licensing requirements.	

(1000) Voice and Broadband Service Rate Comparability Data Collection Form

FCC Form 481
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<1000> Voice services rate comparability certification

<1010> Attach detailed description for voice services rate comparability compliance

Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

(1100) No Terrestrial Backhaul Reporting Data Collection Form

FCC Form 481
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<1100> Certify whether terrestrial backhaul options exist (Y/N)

<1130> Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream

<1140> Alaska Plan rate-of-return certification (yes, no, or not applicable) of compliance with approved performance plan.

(1200) Terms and Condition for Lifeline Customers
Lifeline
Data Collection Form

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

IWI 1210 templates_2020_Generic.pdf

Name of Attached

<1220> Link to Public Website

HTTP

•Please check these boxes below to confirm that the attached document(s), on line 1210,
or the website listed, on line 1220, contains the required information pursuant to
§ 54.422(a)(2) annual reporting for ETCs receiving low-income support

<1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, ☑

<1222> Details on the number of minutes provided as part of the plan, ☑

<1223> Additional charges for toll calls, and rates for each such plan. ☑

(2005) Price Cap Carrier Additional Documentation
Data Collection Form
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

FCC Form 481
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Select the appropriate responses below (Yes, No, Not Applicable) to note compliance as a recipient of frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR 54.313(c),(d),(e). The information reported on this form and in the documents attached below is accurate.

<2015> 2016 and future Frozen Support Certification 47 CFR § 54.313(c)(4)

Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}

<2016> Certification support used to build broadband

Connect America Phase II Reporting {47 CFR § 54.313(e)}

<2017A> Connect America Fund Phase II recipient?

<2017C> Total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2018.

<2018> Attach the number, names, and addresses of community anchor institutions to which the carrier newly began providing access to broadband service in the preceding calendar year - 54.313(e)(1)(ii)(A)

Name of Attached Document Listing Required Information

<2019> Recipient certifies that it bid on category one telecommunications and Internet access services in response to all FCC Form 470 postings seeking broadband service that meets the connectivity targets for the schools and libraries universal service support program for eligible schools and libraries located within any area in a census block where the carrier is receiving Phase II model-based support, and that such bids were at rates reasonably comparable to rates charged to eligible schools and libraries in urban areas for comparable offerings - 54.313(e)(1)(ii)(C)

(3005) Rate Of Return Carrier Additional Documentation Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2018

<010>	Study Area Code	309007
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

(3007) Does this filing retain a Cost Consultant and/or Firm, or other Third Party to prepare financial and operations data disclosures submitted to the National Exchange Carrier Association (NECA), USAC, or the Administrator?

(3007a) Name of Consultant	(3007b) Name of Consultant Firm/Third Party

CAF BLS Reporting

(3008A) Please indicate whether new locations were deployed during the prior calendar year. (Yes/No)

(3008B) Please enter the number of newly deployed locations in the prior calendar year associated with each of the following speed tiers.

(3008B1) Number of newly deployed locations with access to broadband speeds of at least 10/1 Mbps but less than 25/3 Mbps.

(3008B2) Number of newly deployed locations with access to broadband speeds of 25/3 Mbps or higher.

(3008C) Please provide the percentage of deployment across the entire study area.

(3005) Rate Of Return Carrier Additional Documentation
Data Collection Form

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
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Select from the drop down menu or check the boxes below to note compliance with 54.313(f)(1). Privately held carriers must ensure compliance with the financial reporting requirements set forth in 47 CFR 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

Progress Report on 5 Year Plan

(3009) Carrier certifies to 54.313(f)(1)(iii)

(3010A) Certification of Public Interest Obligations {47 CFR § 54.313(f)(1)(i)}

(3010B) Please Provide Attachment — Name of Attached Document Listing Required Information

(3012A) Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)}

(3012B) Please Provide Attachment — Name of Attached Document Listing Required Information

(3013) Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)} (Yes/No)

(3014) If yes, does your company file the RUS annual report (Yes/No)

Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires:

(3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)

(3016) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows

(3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation — Name of Attached Document Listing Required Information

(3018) If the response is no on line 3014, is your company audited? (Yes/No)

If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3020) Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows

(3021) Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit.

If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains:

(3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers

(3023) Underlying information subjected to a review by an independent certified public accountant

(3024) Underlying information subjected to an officer certification.

(3025) Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows

(3026) Attach the worksheet listing required information — Name of Attached Document Listing Required Information

(3005) Rate Of Return Carrier Additional Documentation (Continued)

Data Collection Form

FCC Form 481

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

Financial Data Summary

(3027) Revenue	
(3028) Operating Expenses	
(3029) Net Income	
(3030) Telephone Plant In Service(TPIS)	
(3031) Total Assets	
(3032) Total Debt	
(3033) Total Equity	
(3034) Dividends	

Name of Attached Document Listing Required Information

<010>	Study Area Code	309007
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4005 Rural Broadband Experiment

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations and provide a list of newly served community anchor institutions.

Public Interest Obligations – FCC 14-98 (paragraphs 26-29, 78)
Please address Line 4001 regarding compliance with the Commission's public interest obligations. All RBE participants must provide a response to Line 4001.

4001. Recipient certifies that it is offering broadband meeting the requisite public interest obligations consistent with the category for which they were selected, including broadband speed, latency, usage capacity, and rates that are reasonably comparable to rates for comparable offerings in urban areas.

Community Anchor Institutions – FCC 14-98 (paragraph 79)

4003a. RBE participants must provide the number, names, and addresses of community anchor institutions to which they newly deployed broadband service in the preceding calendar year. On this line, please respond (yes – attach new community anchors, no – no new anchors) to indicate whether this list will be provided.

If yes to 4003A, please provide a response for 4003B.

4003b. Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year.

Name of Attached Document Listing Required Information

(5005) Alaska Plan Participants Additional Documentation Data Collection Form

FCC Form 481

OMB Control No. 3060-0986/OMB Control No. 3060-0819

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5005 Alaska Plan

(5011) Please indicate whether any terrestrial backhaul or other satellite backhaul became commercially available in the previous calendar year in areas previously served exclusively by performance-limiting satellite backhaul. (Yes/No)

(5012) If the filing carrier identified in its approved perfomance plans that it relies exclusively on satellite backhaul for a certain poriton of the population in its service area, indicate whether any terrestrial backhaul or other satellite backhaul became commercially available in the previoius calendar year in areas that were previoiusly served exclusively by satellite backhaul. (Yes/No)

<5013>

<a> Description Of Backhaul Technology	<b> Date Backhaul Available	<c> Newly Served Locations or Population

(6005) Phase II Auction Reporting Data Collection	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 April 2020

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<030>	Contact Name - Person USAC should contact regarding this data	Sam Bailey
<035>	Contact Telephone Number - Number of person identified in data line <030>	5135502755 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<6010> Total amount of Phase II auction support, if any, the phase II Auction recipient carrier used for capital expenditures in the previous calendar year

<6011> Phase II Auction recipient performance requirements certification (Yes/No)

(7005) Phase-Down Support Reporting Data Collection	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 April 2020

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<020>	Program Year	2021
<030>	Contact Name - Person USAC should contact regarding this data	Sam Bailey
<035>	Contact Telephone Number - Number of person identified in data line <030>	5135502755 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<7010>	Price Cap Carrier and Fixed Competitive Eligible Telecommunications Carrier Phase-Down support requirement certification	(Yes/No)

Certification - Reporting Carrier **Data Collection Form**	**FCC Form 481** **OMB Control No. 3060-0986/OMB Control No. 3060-0819** **July 2018**

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients

I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.

Name of Reporting Carrier:

Signature of Authorized Officer: Date

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

Study Area Code of Reporting Carrier: Filing Due Date for this form:

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2018

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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I certify that (Name of Agent) Expert Telecom Compliance **is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.**

Name of Authorized Agent: Expert Telecom Compliance

Name of Reporting Carrier: I-Wireless LLC

Signature of Authorized Officer: CERTIFIED ONLINE Date: 06/19/2020

Printed name of Authorized Officer: John Willis

Title or position of Authorized Officer: COO

Telephone number of Authorized Officer: 5137033093 ext.

Study Area Code of Reporting Carrier: 309007 Filing Due Date for this form: 07/01/2020

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier

I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.

Name of Reporting Carrier: I-Wireless LLC

Name of Authorized Agent Firm: Expert Telecom Compliance

Signature of Authorized Agent or Employee of Agent: CERTIFIED ONLINE Date: 06/18/2020

Name of Authorized Agent Employee: Victoria Martin

Title or position of Authorized Agent or Employee of Agent Regulatory Specialist

Telephone number of Authorized Agent or Employee of Agent: 6786722831 ext.

Study Area Code of Reporting Carrier: 309007 Filing Due Date for this form: 07/01/2020

Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

Attachments

i-wireless, LLC's "Access Wireless" Lifeline Rate Plans (Effective December 1, 2019)

	Legacy Plan*	Voice Bundle	Broadband Bundle
National Plan Voice Minutes (non-rollover)	1,000	1,000	250
Text	Unlimited	Unlimited	Unlimited
Data	50MB - 500 MB	3 GB	3 GB
Additional Airtime	Available with purchase of Top Up Card		

Free Data-Capable Device	X	X	X
Local Calls	X	X	X
Nationwide Long Distance	X	X	X
Voicemail, Caller ID, Call Waiting	X	X	X
Free 911	X	X	X
Free 611	X	X	X
Balance Inquiries	X	X	X
Text Included	X	X	X
Data Allowance	X	X	X
Participation in Kroger Wireless Rewards Program	X	X	X

Retail Price	n/a	n/a	n/a
Federal Subsidy	$ 7.25	$ 9.25	$ 9.25
Lifeline Consumer Price	**$0**	**$0**	**$0**

* The Legacy Plan is available only to customers enrolled *prior to* 2/1/2018.

ACCESS WIRELESS TOP UP CARDS**

	Purchased Minutes	Text (SMS/MMS)	Data
$5 Card	250	Unlimited	250 MB
$10 Card	500	Unlimited	500 MB
$25 Card	Unlimited	Unlimited	2 GB
$35 Card	Unlimited	Unlimited	3 GB
$50 Card	Unlimited	Unlimited	10 GB

**Unlimited minutes and texts expire after 30 days from the date the funds were applied to the account; limited minute and data allotments do not expire.

Terms and Conditions

Important Service/Product Specific Terms
Effective January 1, 2018

If you are under the age of 13, your parent or legal guardian must provide written consent to Access Wireless before you provide personal information to Access Wireless.
These terms and conditions ("Terms and Conditions"), including our Privacy Policy, which is expressly incorporated herein, govern your use of the wireless radio telecommunications services and related services and / or features ("Access Wireless service" or "Service") with your assigned telephone, data and/or messaging number(s). The term "Phone" means the wireless receiving and transmitting equipment that we have authorized to be used for Access Wireless service and programmed with the number and any accessories. The term "airtime card" or “Access Wireless card” or "i-wireless card" means a prepaid cellular service card. The Service is provided at our discretion. We can modify or cancel Service, or take corrective action at any time without prior notice and for any reason, including, but not limited to, your violation of any of these Terms and Conditions. We may change or update these Terms and Conditions, including pricing, from time to time. The Terms and Conditions will be updated on the Access Wireless website, acesswireless.com, and you agree that your continued use of the Service will be governed by any updates and by the Terms and Conditions as modified by those updates. While we will generally send you a text message notifying you of material updates to the Terms and Conditions, you should check the Access Wireless website for the most recent pricing and Terms and Conditions. These Terms and Conditions supersede all oral or written communications and understandings between you and Access Wireless with respect to our products and Services and the terms under which they are offered and provided to you.

IF YOU BUY THE PHONE OR USE THE SERVICE, YOU ARE DEEMED TO CONSENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OR DO NOT AGREE TO ANY UPDATED TERMS AND CONDITIONS, DO NOT USE THE PHONE OR SERVICE FOLLOWING THE UPDATE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE. IF YOU NOTIFY US THAT YOU DO NOT AGREE TO AN UPDATE, YOU WILL NOT BE PERMITTED TO ADD

FUNDS, ADDITIONAL UNITS OR AIRTIME TO YOUR ACCOUNT AND YOUR SERVICE WILL BE CANCELLED EFFECTIVE UPON YOUR ACCOUNT BALANCE REACHING ZERO. CANCELLATION OF YOUR SERVICE, AND ANY APPLICABLE REFUND SPECIFIED IN THIS PARAGRAPH IS YOUR ONLY REMEDY IN THE EVENT YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR ANY UPDATE TO THEM.

These terms are subject to the Access Wireless General Terms and Conditions. Prices, rates, offers and programs are subject to change without notice subject to any applicable federal and state rules and regulations, and may not be available with all devices or in all markets/retail locations, or combinable with promotions/options. Monthly service charges are not refunded or prorated if service is terminated or modified before your next payment date. Unused monthly service allotments, including, but not limited to, plan minutes, messages or data allotments, expire at the end of each monthly plan period or when a customer switches service plans and do not carry forward. Partial minutes of use are rounded up to the next whole minute.

Nature of Our Service. Access Wireless is brought to you by i-wireless LLC on the Sprint-owned network. Access Wireless offers both a monthly service offering and a Lifeline Assistance program supported by the federal Universal Service Fund program ("Lifeline Assistance"). Specific terms for each service are contained within, following the General Terms & Conditions of Service.

General Terms & Conditions of Service
Basic Definitions

In this document: (1) "we," "us," "our" and "Access Wireless" mean i-wireless LLC; (2) "you," "your," "customer," and "user" mean an account holder or user with us; (3) "Device" means any phone, airtime card, mobile broadband device, any other device, accessory, or other product that we provide you, we sell to you, or is active on your account with us; (4) "Service" means our offers, rate or service plans, options, wireless services, billing services, applications, programs, products or Devices on your account with us. "Service(s)" also includes any other product or service that we offer or provide to you that reference these General Terms and Conditions of Service ("T&C's").

The Service Agreement

These T&C's are part of your service agreement with us (the "Agreement") and constitute a contract under which we provide you Services under terms and conditions that you accept. **THIS CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION.** In addition to these T&C's, there are several parts of the Agreement, which includes but is not limited to the following: (i) the subscriber agreement or transaction materials that you sign or accept; (ii) the plan(s) that you choose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any in-store brochure or printed materials, the requirements and terms set forth in the current Agreement and transaction materials apply, excluding service plan features such as pricing or minute, message and data allocation); (iii) any confirmation materials that we may provide to you; and (iv) the terms set forth in the coverage map brochures. **It is important that you carefully read all of the terms of the Agreement.**

Additional Terms

Additional terms will apply when you use certain applications, programs, Devices, and service, and these terms may come from Access Wireless or a third party. You are subject to any terms provided by the third party, and the terms are directly between you and that third party. Access Wireless is not responsible for these third-party items and associated terms.

Our Policies

Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when you use our Services. Our Policies are subject to change at any time with or without notice.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. When you accept the Agreement, you promise that you are at least 18 years old and meet the eligibility standards. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) activate a Device; (c) attempt to or in any way use the Services; or (d) open any package or start any program

that says you are accepting the Agreement when doing so. **If you do not want to accept the Agreement, do not do any of these things.**

Service Activation

To activate the Service, you must activate your Access Wireless Device. To establish an account balance, pay subscription charges or make any other appropriate payments, follow the instructions provided with the equipment; at www.accesswireless.com; or through Access Wireless Customer Care.

Our Right to Change the Agreement and 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, discounts, coverage, technologies used to provide services, or your terms of Service. We will provide you notice of material changes – and we may provide you notice of non-material changes – in a manner consistent with this Agreement (see "Providing Notice to Each Other Under the Agreement" section). If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept the change. Do not access or use our Services after the effective date of the change if you decide to reject the change and terminate Service. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement.

Our Right to Suspend or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer's interest, or our networks.

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 device type, coverage requirements or payment of

certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. Rate plan changes are effective on the next service anniversary date. We will not credit or refund any subscription or other changes as a result of a change in Services. 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 you, a person you authorize, or any person able to authenticate the account and those changes will be treated as modifications to this Agreement.

Cancellation. You are free to cancel Service at any time. After your first use, however, you will receive no refunds on any equipment, including Phones or any unused funds in your account. Monthly Service Fees are non-refundable. You may cancel your account or change your rate plan by visiting accesswireless.com or by dialing 611 from your Phone. Your phone number will be reclaimed as soon as 60 days from the last date that funds were added to your account.

Restrictions on Using Services

You cannot use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property or Services; (b) in any way prohibited by the Terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Service to another party. For additional restriction on the use of our Services, see our Prohibited Network Use policy which is available on our website, and the detailed plan or other information on Services that we provide or refer you to during the application or sales process.

Your Device, Number & Email Address

We do not manufacture any Device we might sell to you or that is associated with our Services, and we are not 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. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services.** This Device is sold exclusively for use with our Service and in other coverage areas that we may make available to you. Your Device is subject to our Device Unlocking Policy posted on our website; devices (even if unlocked) that work on Access Wireless' network may not be compatible with other carriers' networks due to the use of different

frequencies and technologies to provide wireless network access. You have no—and cannot gain any (for example, through publication, use, etc.) -proprietary ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device or your account. We will notify you if we decide to change or reassign them.

Porting/Transferring a Phone Number

We do not 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.

Coverage; Where Your Device Will Work; Service Speeds

Our coverage maps are available on our website at https://www.accesswireless.com/support/coverage-map. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services that you've chosen. **Our coverage maps provide high-level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere. Coverage and 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 (for example, network problems, network or Internet congestion, software, signal strength, your Device, structures, buildings, weather, geography, topography, server speeds of the websites you access, actions of third parties, etc.) –may result in dropped or 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 (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.

About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from our

vendors, or us while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. **Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor your data usage by children/minors.** Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Access Wireless may be deleted modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you may not use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, broadband internet access service, mobile broadband card plans, wireless router plans, etc.).

Software License

If Access Wireless provides you software as part of the Service and there are not software license terms provided with the software (by Access Wireless or by a third party), then Access Wireless grants you a limited, revocable, non-exclusive, non-transferable license to use the software to access the Services for your own individual use. You may not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Access Wireless may revoke this license at any time.

PREINSTALLED APPLICATIONS: We have preinstalled certain applications on select Devices, including but not limited to: (1) an Ad Moments Library/Lock Screen tool, (2) a Search Widget, and (3) an App Recommendation Engine. Access Wireless licenses these applications from third-party application developers, and they may be updated or modified at any time. Based on your interaction with these applications, Access Wireless may provide you with rewards, including free top-ups of voice minutes, text messages, or data; promotions and discounts; or other benefits. The following additional terms apply to these applications:

Ad Moments Library/Lock Screen: the Ad Moments Library/Lock Screen tool will enable you to receive and interact with advertising and other content after unlocking the lock screen of your Android Device. Access Wireless and the respective third-party application developers may collect, use, and share your Personal Information—including but not limited to your location, device identifiers, and usage information, including your activity on the lock screen—in connection with the Access Wireless Ad Moments Library/Lock Screen tool, as permitted by applicable federal law. You must opt-in to this service for it to function, which you may do or have done when enrolling in service, and if you opt-in, you may opt-out at any time. However, if you opt-out, you may still receive generic advertisements on your lock screen. You will not be able to delete the Ad Moments Library functionality from your Device. For more information, please review our Privacy Policy on our website.

Search Widget: the Search Widget enables you to search for Internet content from the home screen of your Android phone. With your consent, the Search Widget may collect your location information in order to provide you with localized search results. The Search Widget may also collect device and connection information, as well as the searches you

conduct, in order to deliver your search results and perform analytics. Your searches will be displayed on an Access Wireless branded search results page. You may not delete or replace the Search Widget, but you are not required to use it. For more information, please review our Privacy Policy on our website.

App Recommendation Engine: the App Recommendation Engine provides you with a list of recommended applications from the Google Play store. These recommendations are determined based on your Device. When you select a recommended app from the App Recommendation Engine, you will be directed to the Google Play store for download. Remember: when downloading third-party applications, the terms, conditions, and privacy policies of the third-party applications will apply, and not Access Wireless' terms and conditions and privacy policy. For more information, please review our Privacy Policy on our website.

Fees, Activation, & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program, or other fees to establish, change, or maintain Services. 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.

Usage Charges

The types of charges that you incur will vary depending on the Service used and your service plan. **You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you did not authorize its use.** Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the application or sales process or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of

access will be determined based on the location of the network equipment providing service and not the location of your device or your device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance. You may not attempt to add money to your account using a debit or credit card more than one time within a 30-minute period.

Types Of Charges

We typically assess the following types of charges: (1) "pay-per-use charges," which are charges assessed each time a Service is used; (2) "subscription charges," which are charges that allow you access to a Service or provide you a certain amount of use of a Service for a defined period of time. Subscription charges for services end at 12:01 am system time, on the last day of your subscription period. Also, depending on your Service, certain types of subscription charges may be assessed automatically upon activation and automatically assessed for subsequent subscription periods; and (3) "download charges," which are charges assessed when you download or access content, which we collect on behalf of ourselves or third-party content providers.

Activation & Miscellaneous Charges. Access Wireless charges a $39 account Activation Fee (California customers only) which is billed to your Account at activation but credited back to the account upon approval of eligibility for California LifeLine service. We may also charge prepayment, reactivation, program, or other fees to establish, change, or maintain Services. 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.

One Time Device Purchase Credit. If you purchased your i-wireless or Access Wireless handset or participated in the Bring Your Own Sprint Device (BYOSD) program, you may be eligible for a one-time device purchase credit. The one-time credit is at the discretion of i-wireless and will be applied to your i-wireless or Access Wireless account at the time of activation.

Adding Funds to Your Account. You must add money to create a cash balance in your Access Wireless account to pay for monthly plan options, data services (e.g. third-party content) or for wireless. Funds can be added using one of Access Wireless' Payment methods (credit, debit, PIN or Airtime/Top-Up card). A minimum of $20/transaction is required when using a credit or debit card. Customers can add a maximum of $100/transaction to their accounts in a single transaction to their accounts and up and until the customers total account balance exceeds $100. Funds cannot be used for any other wireless service. Adding funds through Access Wireless customer service may result in processing fees. State and local sales taxes and fees may apply when adding funds to your account.

Payments & Chargebacks. Your payment date (when applicable) is the date you subscribe to one of our paid-for plans. We will first attempt to deduct payment for monthly services from your account balance and then will apply the charge to any registered payment method on file with Access Wireless. We reserve the right to suspend service for up to 30 days if a credit card or debit card charge we deem authorized for your account is disputed. If a chargeback is not resolved/reversed at the end of the 30-day period, the account will be deactivated and remaining funds in the account will be lost. We may terminate service for multiple chargebacks or require that funds be added solely by Top-Up.

How We Calculate Your Charges

Regular Voice Calls: We round up partial minutes of use to the next full minute. 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 are charged for all calls that connect, even to answering machines, voicemail, or voice transcription services. You will not be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press "End" or the network connection otherwise breaks. You are charged for the entire call based on the rate that applies to the time period in which the call starts. However, the types of charges actually deducted from your account balance will vary depending on your Service. Call time data displayed on your device may be inaccurate and may not be relied upon for determining charges to your account. Calls are limited to two hours. The call will automatically terminate after two hours.

Messaging (text, picture, video, email and IM): Domestic and international 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. International: International calls are charged at the per-minute rate for the country being called plus your standard airtime rate. International long-distance rates vary & are subject to change without notice. (Visit krogeriwireless.com for current rate information.)

Preventing Unwanted Text Messages. If you are receiving unwanted text messages, contact the source and unsubscribe or remove your phone number from the texting service. Even if you elect not to receive text messages, you may still receive service and other alerts from i-wireless or its authorized agents. You hereby consent to receiving advertising, other service alerts or other broadcast messages from i-wireless or its authorized agents. You will not be charged for alerts. If you elect to prevent the receipt of text messages, and you subsequently sign up for an alert from any other source, you must first change your text messaging settings to permit the receipt of alerts and all text messages.

Sending Unsolicited Messages. If you intentionally send unsolicited messages from your i-wireless Phone or if your Phone is being used as a conduit to send unsolicited messages, we may terminate your Service without further notice.

Data Usage: Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equal 1 kilobyte (“KB”), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session (“data session”). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device’s Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to

reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

GPS Navigation: Environment may limit GPS location information.

Third Party Products and Services: Access Wireless devices provide the ability to purchase from Third Parties (not Access Wireless) mobile apps and other digital content/services, tangible goods, and to make donations. Payments for purchased mobile content are deducted from the account balance and charges display in the online account. You can block the ability to make purchases at no cost by calling Customer Care. Local phone numbers may not be available in certain markets. Additional fees may apply for phone number or equipment change requests processed by customer service. You can request to change your phone number one time per day and up to three times each year. You may check your balance at any time free of charge online at accesswireless.com or from your mobile phone. Your account history is available online for 60 days unless you switch service options.

Prohibited Network Uses. To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use our service in a manner that interferes with another Access Wireless customer's use of our service or disproportionally impacts Access Wireless network resources. Access Wireless reserves the right, without notice or limitation, to terminate individual calls, or after providing notice to you, offer you a different service plan with no unlimited usage components, limit data throughput speeds or quantities, or deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited voice or data uses detailed below or if Access Wireless, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation. **Examples of Prohibited Voice Uses:** Access Wireless voice services are provided solely for live dialogue between, and initiated by, two individuals for personal use & as otherwise described in this policy. Access Wireless voice services may not be used for any other commercial purposes including, but not limited to, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two

individuals. **Examples of Prohibited Data Uses:** Access Wireless data services are provided solely for purposes of web browsing, messaging, and similar data activities. You may not use the data service: (1) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable “bots” or similar routines; (2) as a substitute or backup for private lines or frame relay connections; (3) to send or receive unusually high numbers of messages; (4) to engage in atypical web usage behaviors; (5) for any activity that adversely affects the ability of other people or systems to use either our wireless services or other parties' Internet-based resources; and (6) for any other reason that, in our sole discretion, harms our network.

UNLIMITED USE PLANS. Unlimited does not mean unreasonable use. If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Access Wireless Prohibited Network Uses and Access Wireless General Terms and Conditions.

Network Management and Performance: Access Wireless telecommunication services are provided on the Sprint network. For important information on Sprint’s network management tools, policies and other related information, please visit www.sprint.com.

Taxes & Government Fees

You agree to pay all applicable federal, state, and local taxes, fees, surcharges and other assessments that we are required by law to charge, collect and remit to governmental agencies on the Services we provide to you. These charges may change from time to time without advance notice. Access Wireless charges and collects sales tax on all direct top-up transactions and, in certain jurisdictions, surcharges or regulatory fees, if applicable. Third party retailers are responsible for charging and collecting sales taxes, surcharges and regulatory fees, if applicable, for top-up transactions that occur through such third party retailers. Taxes, fees and surcharges are subject to change without notice.

Surcharges

When imposed, unless prohibited by applicable law or agreement, you agree to pay all surcharges (“Surcharges”), which may include, but are not limited to: Federal Universal

Service; various regulatory charges; Access Wireless administrative charges; gross receipts charges and certain other taxes imposed upon Access Wireless; or charges for the costs that we incur and pass along to you. **Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to collect from you, are part of our rates, and are kept by us in whole or in part. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the rate for these charges, and these amounts are subject to change as are the components used to calculate these amounts.** We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section).

However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

Disputing Charges

Any dispute to a charge that we assess you must be made in writing within 60 days of the date we deduct the charge from your account balance. You accept all charges not properly disputed within the above time period.

About Account Balances

To keep your account active and avoid service interruption, you must either maintain a positive account balance at all times, or pay any applicable subscription charges (depending on your service plan). Account balances are not transferable, redeemable for cash, or refundable. Charges are deducted from either your account balance or you may be able to pay for certain services with a credit card or debit card. There may be limits on your account administration, for example account balance, number change, and device changes. See the detailed plan or other information we provide or refer you to during the sales transaction for the account status rules that apply to your Service. For additional requirement on the Access Wireless Lifeline Assistance Program, please refer to "Account Activity Requirement" section in the Access Wireless Lifeline Assistance Program specific Terms & Conditions.

No Refunds of Airtime Cards, Top-Ups or Monthly Charges: We are not responsible for, nor do we refund, lost, stolen, misused, or damaged airtime cards. We do not accept returns of or provide refunds for Airtime cards. Airtime cards must be applied to your account within the time specified on the card. All airtime purchases sales are final and non-refundable regardless of who uses or possesses your mobile phone or device after you purchase services, and regardless of whether the mobile phone or device is used with your consent or knowledge.

Establishing or Replenishing Account Balances

Information on how you can establish and maintain an account balance will be provided at activation and is also available at www.accesswireless.com or through Access Wireless Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account. **Auto Refill:** You, the Customer, authorize Access Wireless to on a recurring basis, automatically charge the debit or credit card you specified for payments due on the Access Wireless account number you specified at the time of Auto Refill enrollment. These recurring charges and all other charges to your account are non-refundable. You will be automatically charges for any monthly recurring charges or add-ons, plus any applicable sales and local taxes, every month on your payment due date. Charges may vary each month based on your service subscription selection. You may check your payment due date, modify or cancel your Auto Refill preferences at any time by accessing your account via our website. There is a limit of three credit/debit card transactions per phone in a 30-day period. Access Wireless customers are not eligible for the i-wireless All-In rate plan options.

Account History

Your account history for the previous 60 days will be available online at www.accesswireless.com unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch. You may request a printed statement detailing

60 days of account history by sending a written request to: Access Wireless, Attn: Account History, 1 Levee Way, Suite 3104, Newport, KY 41017.

Protecting Our Networks & Services

We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services. Some of these actions may interrupt or prevent legitimate communications and usage—for example, message filtering/blocking software to prevent spam or viruses; limiting throughput; limiting access to certain websites, applications or other Data Content; prohibitions on unintended uses (for example, use as a dedicated line or use as a monitoring service); etc. For additional information on what we do to protect our customers, networks, Services and equipment, see our Terms of Use Policy on our website.

Calls to Customer Care

Use of the Service includes a reasonable number of calls to our customer care department for inquiries concerning usage, billing, or technical problems. We reserve the right to determine that the number of calls or the requests made to our customer care department are excessive and a violation of these Terms and Conditions.

Device Information

Most Access Wireless handsets come with a limited warranty. If you encounter a problem with your device, subscribers should call 1-866-594-3644 to see if their handset qualifies for the limited warranty. Please note that handset warranties are not transferable from one customer to another. Access Wireless does not support warranties for any devices that were not purchased through Access Wireless or an authorized Access Wireless retail location.

New Device Warranty. Every new Access Wireless device purchased directly from Access Wireless comes with a limited 1-year manufacturer's warranty. If your device experiences a manufacturing defect within 1-year of the purchase date, please contact Customer Care at 1-866-594-3644 for detailed instructions on how to properly process your warranty, if applicable. NOTE: Manufacturing defects are malfunctions that occur to the device from no fault of the owner. Damage that is NOT considered defective includes, but is not limited to: Cracks on or damage to the handset case indicating that the handset

has been dropped; Damage indicating that the handset has been exposed to liquid; LCD damage such that the handset screen has cracks or blue spots; Handsets that have been modified or tampered with, aka “Jailbreaking.” Devices purchased directly from Access Wireless can be returned within 14 days of purchase. Customer may return the complete undamaged device, in its original packaging and all of it’s components with its original receipt.

Reconditioned Device Warranty. Most reconditioned Access Wireless devices come with a limited 60-day manufacturer’s warranty. If your device experiences a manufacturing defect within 60-days of the purchase date, and is covered by a manufacturer’s warranty, we will fix or replace that device with another reconditioned handset of the same model or similar device, chosen at Access Wireless' discretion, if the original model is not available. Manufacture defects are malfunctions that occur to the device from no fault of the owner. Damage that is NOT considered defective includes, but is not limited to: Cracks on or damage to the handset case indicating that the handset has been dropped; Damage indicating that the handset has been exposed to liquid; LCD damage such that the handset screen has cracks or blue spots; Handsets that have been modified or tampered with, aka “Jailbreaking.” Devices purchased directly from Access Wireless can be returned within 14 days of purchase. Customer may return the complete undamaged device, in its original packaging and all of it’s components with its original receipt.

Devices Purchased on accesswireless.com. Devices that are ordered from https://shop.accesswireless.com are sold through a third party and are subject to the terms and conditions available at https://shop.accesswireless.com/Terms-and-Cond.html.

Lost or Stolen Device. Contact Access Wireless Customer Care immediately if your Device is lost or stolen because you may be responsible for usage charges 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 may not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. If you do not either activate a new device or notify us that you have found your device within 45 days of the suspension of your account, your account will be deactivated, we may assess a charge equal to the balance in your account (which is not refundable), and, if applicable, you will lose your phone number.

Export. You agree to comply with all trade regulations and export control laws, both domestic and foreign. i-wireless or Access Wireless Phones, equipment, software, and any underlying information accessed or transferred by you using Access Wireless Services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. 2401, et seq.) and the Export Administration Regulations (50 C.F.R. 730-774), as well as the import regulations of other countries. You agree not to export or re-export any i-wireless or Access Wireless phones, equipment, or software to any foreign country. Any information transferred by you using Access Wireless ' Services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

Safety. Always use your Phone in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your Phone to send messages or browse the Internet. Always use your mobile phone and device in accordance with all applicable laws and regulations.

Your Privacy

Our Privacy Policy is available at www.accesswireless.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).

Authentication and Contact: You (the account holder) must password protect your account information by establishing a personal identification number ("PIN"). You should also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Access Wireless may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that 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 Consent: Under federal law, you have a right and Access Wireless has a duty, to protect the confidentiality of information regarding the amount, type and destination of your wireless service usage ("CPNI"). You consent to Access Wireless sharing your CPNI internally, and with its affiliates and its contractors to develop or bring to your attention any products or services, and to Access Wireless transferring your CPNI in the event of any merger sale of some or all of the company assets or acquisition, as well as in the event of any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of these Terms and Conditions and your use of the Service, and is valid until you revoke it. To revoke your CPNI consent, or otherwise restrict our use or, disclosure of, or grant of access to CPNI at any time, notify us in writing at Access Wireless, Attention: CPNI Officer, 1 Levee Way, Suite 3104, Newport, Kentucky, 41071 and provide your (1) Name, (2) Home Address, (3) Home telephone number (including area code), (4) Telephone number for your mobile phone (including area code), (5) Service billing address, and (6) Service account passcode. Revoking your CPNI consent will not affect your current wireless service. Please see our Privacy Policy for more information.

Third-Party Applications: If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Access Wireless 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 Access Wireless 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. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

Information On Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Access Wireless 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, for example, when you relinquish, exchange, return, or recycle 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. If you exchange, return, or recycle

your Device through us, we typically attempt to erase data on your Device but you must remove all data from your Device before you provide it to us.

Location-Enabled Services

Our networks generally know 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 services and optional location-enabled services provided by a third party or us. 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-enabled services.

You agree that any authorized user may access, use, or authorize Access Wireless or third-party location-enabled applications through the Services. You understand that your use of such location-enabled applications is subject to the application's terms and conditions and policies, including its privacy policy. If you activate location-enabled services for devices used by other authorized users, you agree to inform the authorized user(s) of the terms of use for location-enabled applications and that the Device may be located.

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. Enhanced 911 service, ("E911")—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 interactive voice response systems to screen calls.

Telecommunications Relay Services (TRS)

Telecommunications Relay Service (TRS) permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device. If you want to call someone using TRS, use your TTY or dial 711 on your mobile device and you will be automatically connected to a TRS operator. 711 is a toll-free, nationwide relay access number. You may dial 711 from anywhere in the United States and be connected to the relay service in the state you are calling from. Once connected to the relay service, tell the Communications Assistant the type of relay call you wish to make. (i.e. TTY, HCO, VCO, STS, Spanish, etc.). 711 dialing access does not work for Video Relay Service (VRS), Internet Protocol (IP) Relay, or Internet Protocol Captioned Telephone Service (IPCTS) relay calls because such calls are initiated through the Internet. **For emergencies, you should dial 911.** To learn more about 711, visit https://www.fcc.gov/consumers/guides/711-telecommunications-relay-service. To learn more about other types of TRS, visit https://www.fcc.gov/general/telecommunications-relay-services-trs.

Disclaimer Of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, 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. ACCESS WIRELESS PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS AND DEFECTS.

You Agree That We Are Not Responsible For Certain Problems

You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) 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.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or

communication that is blocked by a spam filter; (h) 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 Access Wireless 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 (i) 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 backup your information stored on each.

You Agree That Our Liability Is Limited - No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT 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, MULTIPLE, 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 AND ARBITRATION

PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS

In those rare instances where your concern is not resolved to your satisfaction through calls to our customer care, you and Access Wireless each agree to try to resolve those disputes in good faith after you provide written notice of the dispute as set forth below. If the dispute is not resolved, you and Access Wireless agree that they dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

Mandatory Arbitration and Waiver of Class Action

Instead of suing in court, you and Access Wireless agree to arbitrate all Disputes (as defined below) on an individual, non-representative basis. You agree that, by entering into this Agreement, you and Access Wireless are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.

In arbitration, there is no judge or jury. Instead, Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.

"Disputes" shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) you or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Access Wireless brings against you. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between you and Access Wireless, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Access Wireless; (iii) claims that are subject to on-going litigation where you are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.

Dispute Notice and Dispute Resolution Period

Before initiating an arbitration or a small claims matter, you and Access Wireless each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Access Wireless should be sent to: Access Wireless, Attention: General Counsel, 1 Levee Way; Suite 3104, Newport, KY 41071. Access Wireless will provide a Notice of Dispute to you in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Access Wireless will assign a representative to work with you and try to resolve your Dispute to your satisfaction. You and Access Wireless agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Access Wireless may commence an arbitration proceeding or small claims action.

Arbitration Terms, Process, Rules and Procedures

(1) Unless you and Access Wireless 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 Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at jamsadr.com. Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.

(2) The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Access Wireless to arbitrate on a class-wide, representative or consolidated basis.

(3) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND ACCESS WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Access Wireless expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(4) We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Access Wireless will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services.

(5) An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions,

which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.
(6) As an alternative to arbitration, we may resolve Disputes in small claims court in the county of your most recent billing address. In addition, this arbitration agreement does not prevent you from bringing your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Access Wireless on your behalf.

No Trial By Jury and No Class Actions

IF FOR ANY REASON A CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY PROCEEDS IN COURT RATHER THAN IN ARBITRATION, REGARDLESS OF WHETHER THE CLAIM IS AN ACTION, COUTERCLAIM OR ANY OTHER COURT PROCEEDING, WE EACH AGREE THAT TO THE EXTENT ALLOWED BY LAW, THERE WILL NOT BE A JURY TRIAL OR CLASS ACTION AND WE EACH UNCONDITIONALLY (1) WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS, INCLUDING JOINING A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACTITY ON BEHALF OF ANYONE ELSE IN ANY OTHER PROCEEDING.

Indemnification

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

Providing Notice To Each Other Under the Agreement

Except as the Agreement specifically provides otherwise, you must deliver written notice to us by mail to Access Wireless, 1 Levee Way, Suite 3104, Newport, KY 41071. We will provide you notice by correspondence to your last known address in our records, to any fax number or email address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or does not enforce a requirement under this Agreement in an instance, we do not waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You may not assign the Agreement or any of your rights or duties under it. We can assign the Agreement without notice. You may not in any manner resell Devices or Services to another party. You may not export any Device. The Agreement and the documents it incorporates make up the entire agreement between us and replace all prior written or spoken agreements—you cannot 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 (for example, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial) survive termination of Services.

Trademarks and Licenses

The i-wireless / Access Wireless brand and family of marks are registered trademarks used under license by i-wireless LLC. Sprint and Sprint PCS are registered trademarks of Sprint Nextel. You agree not to infringe, misappropriate or otherwise violate the intellectual property rights of i-wireless, Sprint or any other carrier. You agree that a violation of this paragraph causes harm that cannot be fully redressed by monetary damages, and that in the event of such violation or threatened violation, i-wireless is entitled to immediate injunctive relief, without posting a bond or additional security, in addition to all other rights and remedies available.

Android, Google, the Google logo and Google Play are trademarks of Google Inc.

Access Wireless Prepaid Monthly PLANS TERMS & CONDITIONS

Access Wireless Prepaid plans provide the user with a specified allotment of combined voice minutes, text messages and data for a flat fee and is valid for use within a 30-day period. Each plan option is directly associated with a specific flat fee. Any unused talk, text or data will expire after 30 days unless otherwise noted. Customers must elect auto-pay or add funds via airtime, credit or debit card to continue service. International calling is not included as part of the monthly plan, but may be purchased using funds available in the account balance or with an international calling card. 411 calls and international texting are free with all plans.

Talk, Text & Data Allotments:

Each plan allotment is valid for a 30-day period, and includes the associated voice, text and data units detailed below. Each is also inclusive of related telecom taxes, fees and/or surcharges. Sales tax and any federal, state or local charges assessed to telecom products at the point of sale are not included. Any unused talk, text or data will expire after 30 days unless otherwise noted. Your monthly plan will automatically renew if you have opted in for Auto-Pay or added sufficient funds to your account balance before your next plan renewal date.

Access Monthly Plan Options:

- $20.00 for Unlimited* Talk Minutes and Unlimited* Text Messaging. Unlimited picture messages are also included.
- $35.00 for Unlimited* Talk Minutes, Unlimited* Text Messaging and 3 GB Data provided at speeds up to 4G LTE. Unlimited picture messages are also included.
- $50.00 for Unlimited* Talk Minutes, Unlimited* Text Messaging and 10 GB Data provided at speeds up to 4G LTE. Unlimited picture messages are also included.

We reserve the right to change the Fees set forth above or discontinue a rate plan at any time.

Data Bolt-On:

A Data Bolt-On can only be added to an account that is active on an Access Monthly Plan. Bolt-on data will carry over as long as continuous service is

maintained on an Access Monthly Plan. Data from the allotted Access Monthly plan will be used before the allotted amount of the Data Bolt-on.

- $5 for 250 MB Data provided at speeds up to 4G LTE.
- $10.00 for 1 GB Data provided at speeds up to 4G LTE.

*Unlimited does not mean unreasonable. Any plans with unlimited data will first use their allotted amount of high-speed data. After that allotment has been used, data speed will be reduced for the remainder of the 30-day plan period. The reduced speed (64 kbps) may impact the functionality of some data applications, such as streaming audio or video or web browsing. All plans are 30-day plans. Any unused talk, text or data will expire at this time. Customers must elect auto-pay or add funds via airtime, credit or debit card to continue service. International calling is not included as part of the monthly plan, but may be purchased using funds available in the account balance or with an international calling card.

Adding Talk, Text & Data:
You can add talk, text and data to your plan by using one of our Top-Up methods. You can Top-Up your account by (1) registering a valid credit or debit card to your account. The minimum Top-Up amount when using a credit card or debit card is $10; (2) purchasing Access Wireless or i-wireless airtime cards at participating retailers, including the Kroger family of stores. A list of retail locations can be found at www.accesswireless.com/buy-cards. Any funds added to your account can only be used to add the talk, text and data allotments as described above. See terms and conditions on taxes and surcharges for details.

Auto-Pay:
You can register to automatically refill your account balance. By registering for Auto -Pay, you agree to have the Auto-Pay amount you have selected deducted from your credit card or debit card and added to your Access Wireless account once every 30 days. You can establish, modify, or cancel your AutoPay preferences at any time by logging into your account at accesswireless.com or by calling Access Wireless at 1.866.594.3644. Please note that any airtime loaded between auto-pay dates will not negate or reset the auto refill timing.

Carry Forward:
Subscribers are not eligible for carry forward minutes, text or data unless otherwise noted. Once a new talk, text and data allotment is added, any remaining unused voice minutes, text messages or data allowance from the prior plan purchased will automatically be removed from the account prior to the new allotment being applied and made available for use.

Switching Among Plans:
Access Wireless subscribers may switch between any available rate plan at any time. When switching between rate plans you will not receive a refund of any portion of any previously paid charges. For that reason, we recommend that you switch at the end of your 30-day billing cycle if you are on a Monthly Service Plan or after you have used your talk, text or data allotment. When switching between different Monthly Service Plans, subscribers will not be permitted to transfer unused balances into or out of the plans. Excessive switching is not permitted and may result in termination of Service.

Other Charges
Customers must have a balance in order to use the following services:

Domestic and International Long Distance allow you to call anywhere in the U.S. and anywhere in the world. In the event you place an International Long Distance call from your Phone, your account will be debited an amount equal to the cost of such call, and the cost shall be calculated based upon the International Long Distance rates currently in effect multiplied by the number of minutes used. Rates and country codes are available at **accesswireless.com.**

Calls to Directory Assistance (411) are one dollar fifty cents ($1.50) each plus local per-minute charges. Rates are subject to change.

International Long Distance calls are additional charges: as such, the airtime minutes used are included and the minutes used will not be debited against your minute balance.

Standard airtime charges apply to 800, 866, 877 and other toll-free calls.

Incoming advertising alerts or other broadcast messages from i-wireless or its

authorized agents, such incoming calls and messages are not charged against your account balance.

Taxes and Surcharges:
Stated prices for our Services on the plans, include taxes and/or surcharges. Taxes include state and local taxes, as well as surcharges for federal and state Universal Service Fund contributions and state and local 911 fees. Charges may also include a cost recovery surcharge. The amount of these surcharges may vary from time to time and by area. Sales tax and other fees assigned by federal, state, or local governments at the point of sale are not included in the rates.

ACCESS WIRELESS LIFELINE ASSISTANCE PROGRAM TERMS & CONDITIONS

Access Wireless service is limited to eligible customers who are over the age of 18 or are an emancipated minor, subject to continued verification and is non-transferable. Only one Lifeline Assistance benefit (wireless or wireline) per household is allowable. Consumers who make willful false statements to obtain benefits may be punished by fine or imprisonment or may be barred from the program.

Availability

Access Wireless is only available for activation by customers who reside in the areas in which i-wireless, or, in certain cases, an affiliate has been designated as an Eligible Telecommunications Carrier (“ETC”). Your principal residence address must be within an i-wireless ETC service area. Visit www.accesswireless.com to check whether you reside in an i-wireless ETC service area. To be eligible for Access Wireless service, you must meet the applicable eligibility standards described below, which may be amended from time to time.

Eligibility

Eligibility for Access Wireless may vary by state. You may qualify for Access Wireless if you participate in any of the government programs listed in your Access Wireless application or based on household income eligibility standards. If you seek to qualify for Access Wireless based upon participation in a qualifying assistance program and Access Wireless is unable to verify your participation through an eligibility database, then you are

required to provide proof of program participation such as program identification card or other social service agency document that shows you currently participate in a qualifying program. If you seek to qualify for Access Wireless under the household income eligibility standards, you are required to provide written documentation of your household income. You should not send original proof documents to Access Wireless, as they will not be returned. Access Wireless is not responsible for any losses resulting from the destruction of documents sent to Access Wireless.. You are responsible for notifying Access Wireless if you no longer meet the applicable eligibility standards for Access Wireless. In addition, if you receive a notice from Access Wireless requesting that you confirm your eligibility status, you must do so. Specific information regarding eligibility verification is listed in the Important Service/Product Terms.

One Lifeline Assistance Discount Per Economic Unit

Lifeline Assistance is limited to one economic unit per household (landline or wireless). An economic unit is defined, for purposes of the Lifeline programs, as any individual or group of individuals who live together at the same address and share income and expenses. An economic unit is not permitted to receive Lifeline benefits from multiple providers. Violation of the one benefit per economic unit rule constitutes a violation of the federal rules and will result in de-enrollment from the Lifeline program and potentially prosecution by the United States government. You consent to have your personal identification information, including name, telephone number and address shared with the universal Service Administrative Company (USAC) (the Lifeline Program administrator) and/or its agents for the purpose of confirming that neither you nor your household receive more than one Lifeline benefit. If you or any member of your family unit receives Lifeline Assistance from any other telephone company or broadband internet provider, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Access Wireless.

Eligibility is Personal

Eligibility for Access Wireless is personal to you. You may not transfer to any third party any of your rights or benefits received under the Access Wireless service, including, but not limited to, any voice minutes or broadband data received under the Access Wireless service.

FREE Wireless Rewards Program

The FREE Wireless Rewards program is administered by Access Wireless/i-wireless and Kroger. If you are a registered participant in the FREE Wireless Rewards program, you will earn a free wireless reward for every $100 spent on qualifying purchases at select Kroger-owned store locations when using a registered Kroger family Shopper's cards, Rewards card, Alternate ID or 1-2-3 Rewards Visa.

If you have registered and authorized recurring billing to your 1-2-3 Reward's Visa, you will receive 20 FREE minutes of airtime or megabytes of data (depending on your rate plan) applied to your account balance for every $100 in qualified spending. You must spend $100 or more to receive the reward. The total amounts you spend will not be rounded up (i.e. 99¢ will not be rounded up to $1.00). Rewards may only be redeemed once (1) per household, per $100 in qualified spending. Qualified purchases do not include payments for taxes, office services, alcohol, tobacco, fuel, tickets, Western Union, Green Dot cards, MoneyPak, Kroger Gift Cards and any purchases prohibited by law. Access Wireless and Kroger reserve the right to exclude other purchases. No coupon or certificate is needed to earn rewards minutes.

A maximum of two Kroger family Shopper's cards, Rewards cards or 1-2-3 Rewards Visa cards may be registered against any one Access Wireless MDN. No more than 20 FREE minutes or megabytes can be earned for every $100 in qualified spending, and a maximum of 2000 minutes and/or 5 GB of data can be earned within a 30-day period. Wireless Rewards follow airtime purchase rules; see Top Up Options for details. FREE Wireless Rewards are usually applied within 48 hours after the $100 threshold for qualifying purchases is met.

FREE Wireless Rewards may only be redeemed for Access Wireless service in connection with a qualifying Access Wireless rate plan, requires the use of an Access Wireless or i-wireless phone, and are subject to these Terms and Conditions. Minutes earned under the FREE Wireless Rewards program may be used for making or receiving voice calls. Access Wireless, i-wireless and Kroger reserve the right to alter, limit or modify the FREE Wireless Rewards program rules, regulations, rewards, reward level, registration process, or to terminate the FREE Wireless Rewards program at their sole discretion, without notice. By participating in the FREE Wireless Rewards program, you and your household agree to allow Access Wireless to use information collected for the marketing purposes of Access Wireless, i-wireless, Kroger and their respective affiliates. Please see our Privacy Policy for additional details. This is a limited time offer and not available where prohibited by law.

Access Wireless users must be registered for the FREE Wireless Rewards program in order to be eligible to receive FREE Wireless Rewards. The FREE Wireless Rewards program is not available in select Food4Less store locations.

Consent to Disclosure of Information

By completing the Access Wireless application, you consent to the release of your information, (including financial information) to our designated agent for the administration of your Access Wireless service. This consent survives the termination of this Agreement. You further authorize Access Wireless to discuss with or access information from state or federal agency representatives concerning your eligibility for and participation in the Lifeline Assistance program. Access Wireless reserves the right to review your eligibility status at any time and require you to provide Access Wireless with written documentation of either your household's income or your participation in a qualifying federal program or state program.

State-Specific Information

Unresolved questions or complaints regarding Lifeline service may be directed to the state offices or agencies listed in the Important Service/Product Specific Terms.
Access Wireless phones may be provided free of charge in accordance with its Handset Policy or can be purchased from Access Wireless/i-wireless or authorized retailers.

State Dispute Resolution Information. Unresolved questions or complaints regarding Lifeline service may be directed to the following state offices or agencies: **Colorado:** Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456-0858, FAX 303-894-2432, email PUCconsumer.complaints@dora.state.co.us. **Georgia:** Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501. **Kansas:** Kansas Corporation Commission, Office of Public Affairs and Consumer Protection, at KCC - Consumer Protection, 1500 SW Arrowhead Road, Topeka, KS 66604 or toll-free 1.800.662.0027 or in Topeka 785.271.3140. Hearing or speech impaired TDD Kansas Relay Center 1.800.766.3777. **Pennsylvania:** PA Public Utilities Commission, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265 or call 1-717-783-1740 or toll free 1-800-692-7380. **Oregon:** Oregon Public Utility Commission, Consumer Services, P.O. Box 1088, Salem OR 97308 or call 1-800-848-4442. **Washington:** Washington State Office of Attorney General, Consumer Protection Division at 1-800-551-4636.

Phone Information and Return Policy. Phone models are either new or refurbished based on inventory availability or available plans. Phones may vary depending on inventory. Phones purchased from accesswireless.com or krogeriwireless.com may or may not have been purchased directly from i-wireless LLC d/b/a Access Wireless. See General Terms & Conditions: Section Device Information for warranty and return information regarding phones purchased from www.accesswireless.com. Phones purchased from other retail locations are subject to the other location's return policy.
Please contact customer service at 866-594-3644 for replacement eligibility options and returning of your handset. In an instance that a device should be returned, you will be issued a Return Authorization Number and a return mailer will be sent to you.
All phones provided to you by Access Wireless through our Lifeline Assistance program include a one-year warranty from the original equipment manufacturer. If you experience a handset malfunction, call Access Wireless at 866-594-3644. Lost, stolen, and defects due to misuse or abuse are not covered under any warranty.

ACCESS WIRELESS RATES

Rate plan(s) in States participating in the Federal Lifeline program and NOT supplementing the federal reimbursement with state funds.

1. **Access Wireless Free Plan:** Only Available to customers activating prior to 12/1/2019. Includes 1000 Voice Minutes, Unlimited Text Messages, and 3 GB of Data each month.
2. **Access Wireless Voice Plan:** Available after 12/1/2019. Includes 1000 Voice Minutes, Unlimited Text Messages and 50 MB of Data each month.
3. **Access Wireless Broadband/Data Plan:** Available after 12/1/2019. Includes 250 Voice Minutes, Unlimited Text Messages and 3 GB of Data each month.

Rates plan(s) in States participating in the Federal Lifeline program and supplementing the federal reimbursement with state funds of at least $3.50.

1. **Access Wireless Free Plan+:** Only Available to customers activating prior to 12/1/2019. Includes 1,250 Voice Minutes, Unlimited Text Messages, and 3 GB of Data each month.
2. **Access Wireless Voice Plan+:** Available after 12/1/2019. Includes 1,250 Voice Minutes, Unlimited Text Messages, and 50 MB of Data each month.

3. **Access Wireless Broadband/Data Plan+:** Available after 12/1/2019. Includes 500 Voice Minutes, Unlimited Text Messages, and 3 GB of Data each month.

Top-Up Options listed below are available to the above rate plans, and are valid for 30 days:

Top Up Amount	**$5**	**$10**	**$25**	**$35**	**$50**
Minutes Added	250 Voice Minutes *for 10 days*	500 Voice Minutes	Unlimited Talk	Unlimited Talk	Unlimited Talk
Data Added	250 MB Data *for 10 days*	500 MB Data	2 GB Data	3 GB Data	10 GB Data
Included	10 MB for 6 months	10 MB for 6 months	10 MB for 6 months	10 MB for 6 months	10 MB for 6 months

Minutes, texts or data added as a result of a top-up payment will be used after the monthly Lifeline credit has been exhausted. Any unused minutes, texts or data will expire after 30 days, unless otherwise stated in the chart above, from the date the funds were applied to the account.

Rate plan(s) for Tribal Lands Enhanced Tribal Support. NOTE: Access Wireless is approved to offer Enhanced Tribal Support in a limited number of states.

1. **Access Wireless Enhanced Tribal Broadband Plan**: Includes Unlimited Voice Minutes, Unlimited Text Messages and 3 GB of Data each month.

Top-Up Options listed below are available to subscribers on the Access Wireless Enhanced Tribal Broadband Plan and are valid for 30 days:

Top Up Amount	**$5**	**$10**	**$25**	**$35**	**$50**
Data Added	500 MB Data*for 10 days*	1 GB Data	7.5 GB Data	8.5 GB Data	10 GB Data

Data added as a result of a top-up payment will be used after the monthly Lifeline credit has been exhausted. Any unused data will expire after 30 days, unless otherwise stated in the chart above, from the date the funds were applied to the account.

Subscribers No Longer Approved for Lifeline Benefits with Access Wireless

1. **Access Basic Non-Lifeline Plan:** Customers with a cash balance will be charged $0.05 per Voice Minute or Text Message (sent or received) and $0.10 per Megabyte of data. Rates subject to change.

Top-Up Options below are available to subscribers on the Access Basic Non-Lifeline Plan and are valid for 30 days:

Top Up Amount	**$5**	**$10**	**$20**	**$25**	**$35**	**$50**
Minutes Added	150 Voice Minutes*for 10 days*	400 Voice Minutes	Unlimited Talk	Unlimited Talk	Unlimited Talk	Unlimited Talk
Text Added	Unlimited Text*for 10 days*	Unlimited Text	Unlimited Text	Unlimited Text	Unlimited Text	Unlimited Text
Data Added	150 MB Data*for 10 days*	400 MB Data	N/A	500 MB Data	3 GB Data	10 GB Data

Any unused minutes, texts or data will expire after 30 days, unless otherwise stated in the chart above, from the date the funds were applied to the account.

Account Activity Requirement. You must actively use your Access Wireless service. You can "use" the service by (1) making an outbound call, sending a text message, or using data, (2) purchasing airtime from Access Wireless, or (3) answering an incoming call from anyone other than Access Wireless, If you do not use your service at least once during any 30-day period, Access Wireless will provide you with notice of inactivity to inform you that you must use the service in 15 days or be de-enrolled from the Lifeline program. If you receive a notice of inactivity, you must use your Access Wireless service

at least once during the 15-day period following the notification or confirm that you would like to continue receiving Lifeline service in order to remain eligible and avoid termination of your Access Wireless Lifeline service.

Maintaining Eligibility & Service. You will receive Lifeline service from Access Wireless as long as you meet and continue to verify (at least once annually) the Access Wireless eligibility requirements. If Access Wireless has reason to believe that you are no longer eligible to receive your Lifeline benefit for any reason, including but not limited to instances in which (1) You have notified us of your ineligibility; (2) You have failed to respond to a request by Access Wireless to confirm your eligibility by the response date provided; (3) You have responded to a request by Access Wireless to confirm your eligibility, but failed to submit adequate proof of your eligibility status; or (4) A state or federal agency alerts Access Wireless to your ineligibility, Access Wireless will notify you of impending termination of your Access Wireless Lifeline service. You will have 30 days to respond to a notice of impending termination, except that you will have 60 days to respond to a request for annual certification of Lifeline eligibility. Confirmation of eligibility must occur during this period or your Access Wireless Lifeline service will be terminated. If your eligibility is not confirmed prior to the end of the applicable period following notification of inactivity or impending termination, you will lose any free monthly minutes.

Using Access Wireless Services after Termination of Lifeline Service. You can continue to use Access Wireless service as a prepaid service after termination of Access Wireless Lifeline service if you have a sufficient balance in your account. Prepaid plans are subject to the Terms and Conditions for i-wireless prepaid service. For up to 60 days after termination of Access Wireless Lifeline service, if you have a sufficient balance in your account, you will be charged $0.05 for each additional minute or text and $0.10 for each additional megabyte of data.

Expired Accounts: After the end of this up to 60-day period, your account will expire, and we will deactivate your service. If your account expires or is terminated, you will lose your phone number, and Access Wireless will assess you a termination charge equal to the value of the balance in your account.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/23/2020 12:34:32 PM

in

Case No(s). 20-1116-TP-COI

Summary: Report i-wireless, LLC's FCC Form 481 electronically filed by Lance Steinhart on behalf of i-wireless, LLC