



September 10, 2014

VIA ELECTRONIC FILING

Telecommunications Division
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3016

Re: TAG Mobile, LLC

Dear Sir or Madam:

Enclosed please find for filing TAG Mobile LLC's Application for Designation as a Low-Income Competitive Eligible Telecommunications Carrier.

Please contact me directly if you have any questions or if you require any additional information regarding this.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Janet Brown", with a long, sweeping horizontal line extending to the right.

Janet Brown
Regulatory Consultant
GSAssociates, LLC
678-786-4200

Enclosures

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM for
**COMPETITIVE ELIGIBLE TELECOMMUNICATION CARRIER
(CETC) DESIGNATION LOW-INCOME UNIVERSAL SERVICE**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

In the Matter of the Application of TAG Mobile, LLC)
Petition for Designation as a Low-Income)
Competitive Eligible Telecommunications)
Carrier

TRF Docket No. 90-_____

Case No. ____-____-TP-UNC

Note: Unless you have a reserved a Case No. leave the "Case No" fields BLANK

Name of Applicant TAG Mobile, LLC
DBA(s) of Applicant _____
Address of Applicant 1330 Capital Parkway, Carrollton, TX 75006
Company Web Address www.tagmobile.com
Contact Person(s) Janet Brown
Contact Person(s) Email Address janet@gsaudits.com
Phone 678-304-6472 Fax 866-611-5443

Facilities-based Wireline applicant must obtain a Certificate of Public Convenience and Necessity in Ohio prior to applying for CETC Designation

Facilities-based Wireless applicant must register as a Wireless Service Provider in Ohio prior to applying for CETC Designation

Part I - Requirements

Check [✓]

▪ Lifeline Requirements pursuant to 4901:1-6-19 OAC

Check [✓]

▪ FCC-Required Services 47 C.F.R. § 54.101

The carrier provides that it is capable of providing the following services supported by the federal universal service fund:

- Voice grade access to the public switched network
- Local usage
- Touch-tone service or its functional equivalent
- Single-party service or its functional equivalent
- Access to emergency services, including 911 and enhanced 911
- Access to operator services
- Access to interexchange services
- Access to directory assistance
- Toll limitation for qualifying low-income customers

Facilities 47 C.F.R. § 54.201

Offer the services that are supported by federal universal service support mechanisms under subpart B of this part and section 254(c) of the Act,

The carrier will provide these services through (check [✓] the one that applies):

- _____ Its own facilities;
- _____ Its own facilities (which includes the purchase of unbundled network elements);
- _____ Its own facilities and resale of another carriers services; or
- _____ Its own facilities (which include the purchase of unbundled network elements), and resale.

■ _____ Non-Facilities based carrier must provide a copy of the FCC Facilities Forbearance Order and Compliance Plan

Advertising 47 C.F.R. § 54.201

(check [✓] all that apply)

- _____ The carrier will advertise the availability of supportable services and their rates annually in a print media(s) of general circulation throughout its service territory(s) utilizing the language recommended by the Commission. (Carriers are at liberty to propose their own advertising language, but are put on notice that it may lengthen the ETC approval process. Any proposed alternative language must be attached to this application. (Exhibit G)
- _____ Indicate generally the type of media to be employed:
- _____ Intend to utilize the Commission's recommended advertising language

Public Interest Standard 47 C.F.R. § 54.202

Public Interest Standard determination of an application is evaluated on a case-by-case basis considering increased customer choice, advantages and disadvantages. Explain in application benefits including unique advantages (Exhibit C)

Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Exhibit	Description:
A	Proposed service offer including description of services, Lifeline eligibility requirements, rates and charges for Linkup/Lifeline service offerings
B	Complete breakdown of Lifeline customer discount components
C	Public Interest: Explain customer benefits or unique advantages of service offering
D	Detailed enrollment process for eligible Lifeline customer including verification process and timelines
E	All information that a new Lifeline subscriber receives after enrollment including terms and conditions
F	Copy of the Lifeline customer program enrollment form
G	Copy of proposed advertising language and materials to advertise Lifeline
H	Detailed process used to ensure only one Lifeline benefit/phone per household

Part III – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, TAG Mobile, LLC, and am authorized to make this statement on its behalf.
(Name)

I attest that this petition complies with all applicable rules for the state of Ohio. I understand that this petition filing does not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our petition. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 9.10.14 at (Location) Carrollton, Texas
(Signature and Title) Charles L. Schneider, Jr. (Date) 9-10-14

• This affidavit is required for filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Charles L. Schneider, Jr.

verify that I have utilized the Supplemental Application for Petition for Designation as a Competitive Eligible Telecommunications Carrier for Low-Income Universal Service provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Charles L. Schneider, Jr. (Date) 9-10-2014

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Supplemental Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

STATE OF OHIO
BEFORE THE OHIO PUBLIC UTILITIES COMMISSION

Application of TAG Mobile, LLC
For Designation as a Non-Rural
Wireless Eligible Telecommunications
Carrier

Docket No. _____

**APPLICATION OF TAG MOBILE, LLC FOR DESIGNATION AS A NON-RURAL
WIRELESS ELIGIBLE TELECOMMUNICATIONS CARRIER**

TAG Mobile, LLC (“TAG Mobile” or the “Company”), by undersigned counsel, and pursuant to §214(e)(2) of the Communications Act of 1934, as amended (the “Act”), §54.101 through §54.207 of the rules of the Federal Communications Commission (“FCC”), hereby requests the Ohio Public Utilities Commission (“Commission”) designation as a non-rural wireless Eligible Telecommunications Carrier (“ETC”) for the purpose of receiving support from the federal Universal Service Fund (“USF”) to provide wireless service under its Low-Income section for Lifeline Assistance (“Lifeline”) services. TAG Mobile will not seek access to funds from USF for the purpose of providing service to high cost areas. As demonstrated in this Application, TAG Mobile meets all the statutory and regulatory requirements for designation as an ETC in the State of Ohio. TAG Mobile respectfully requests that the Commission grant this Application expeditiously so that TAG Mobile may begin providing wireless Lifeline service to qualified low-income households at the earliest practicable time.

I. INTRODUCTION

TAG Mobile is a wireless telecommunications carrier serving the basic telephone needs of consumers. TAG Mobile is a Texas Limited Liability Company authorized to do business in Ohio, and throughout the requested Designated Service Area. TAG Mobile provides Commercial

Mobile Radio Services ("CMRS") to qualifying low income consumers in Arkansas, California, Colorado, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, West Virginia and Wisconsin. TAG Mobile proposes to provide these services in Ohio. All correspondence, communications, pleadings, notices, orders, and decisions relating to this Petition should be addressed to:

Janet Brown
General Solutions Audits
1595 Peachtree Parkway
Suite 204-337
Cumming, GA 30041
Telephone: (678) 304-6472
Facsimile: (866) 611-5443
E-mail: janet@gsaudits.com

With a copy to:

Charles L. Schneider Jr. President and CEO
TAG Mobile, LLC
1330 Capital Parkway
Carrollton, TX 75006
Telephone: (214) 390-9280
Facsimile: (972) 337-1624
E-mail: chuck.schneider@tagmobile.com

II. LEGAL COMPLIANCE

A. The Commission has the Authority to Perform ETC Designations

The Commission has the requisite authority to perform the limited ETC designation requested herein. Section 214(e)(2) of the Communications Act provides state public utility commissions with the "primary responsibility" for the designation of ETCs.¹ Under the Act, a state public utility commission with jurisdictional authority over ETC designations must designate a common carrier ETC if the carrier satisfies the requirements

¹ 47 U.S.C. § 254(e).

of Section 214(e)(1). By offering all of the services supported by the federal USF and advertising the availability of such services, TAG Mobile currently meets all of the applicable requirements of Section 214 of the Act, warranting its designation as an ETC by the Commission.

B. ETC Legal Requirements

Section 254(e) of the Communications Act of 1934 (the “Act”) provides that “only an eligible telecommunications carrier designated under section 214(e) of this title shall be eligible to receive specific Federal Universal Service support.” Section 214(e)(1) and (2) of the Act require state commissions to designate as an ETC, throughout the service area for which ETC status is sought, any common carrier that (i) offers services that are supported by federal universal service support mechanisms, either using its own facilities or a combination of its own facilities and resale of another carrier’s facilities, and (ii) advertises the availability of such services and the charges using media of general distribution.

1. Eligibility and Identification of the Service Area

TAG Mobile is a common carrier as that term is defined in the Act and, as such, is eligible for designation as an ETC.

Section 214(e)(2) of the Act provides that ETC designation shall be made of a “service area” designated by the state commission. Section (214)(e)(5) of the Act provides that the “service area” shall be a “geographic area established by the State commission.” Attached hereto as **Exhibit I** is a list of the exchanges for which TAG

Mobile is seeking ETC authority for its wireless services, consisting of Verizon and Sprint wire centers.

2. Required Services

Section 214(e)(1)(A) of the Act requires that an ETC offer the services that are supported by the federal universal service support mechanisms ("Supported Services") either using its own facilities as a combination of its own facilities and resale of another carrier's services. TAG Mobile will provide each of these required services identified in 47 C.F.R § 54.101 throughout its designated service area utilizing the wireless infrastructure of its underlying carriers.

TAG Mobile will provide wireless service through resale. In its Lifeline Reform Order, the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC's compliance with certain 911 requirements and the ETC's filing with and approval by the FCC of a compliance plan describing the ETC's adherence to certain protections prescribed by the FCC ("Blanket Forbearance").

TAG Mobile seeks limited ETC designation in Ohio to participate in the Lifeline program and has opted to pursue Blanket Forbearance. TAG Mobile has an approved Compliance Plan ("Compliance Plan") with the FCC, which was approved on August 8th 2012, that finds that TAG Mobile meets the forbearance requirements of the *Lifeline Reform Order*. A copy of the FCC Public Notice approving the compliance plan of TAG Mobile together with the Compliance Plan are attached as **Exhibit J.**

Consistent with the requirements of 47 C.F.R § 54.201(d)(1), TAG Mobile will rely on resold services, which the Company will obtain through agreements with its underlying wireless providers, Sprint and Verizon Wireless. Through these means, TAG Mobile is able to offer all of the services and functionalities supported by the federal USF throughout its designated service area.² TAG Mobile has an approved compliance plan with the FCC to receive forbearance from the “own facilities” requirement of 47 U.S.C. § 214(e)(1)(A) (FCC Forbearance).

III. Eligibility Requirements

1. Commitment and Ability to Provide the Supported Services

a. Required Services

1. Voice-grade access to the public switched telephone network – TAG Mobile will provide its customers with the ability to make and receive calls on the public switched telephone network.
2. Local Usage – “Local usage” means an amount of minutes of use of exchange services, prescribed by the FCC, provided free of charge to end users.”³ The FCC has interpreted its rule as requiring carriers to offer customer’s rate plans with varying amounts of local usage.⁴ TAG Mobile intends to initially offer qualifying customers a plan with 250 free minutes of local usage. This plan satisfies the “local usage” requirement.
3. Access to emergency services – “Access to emergency services” includes access to services, such as 911 and enhanced 911 (“E911”), provided by local governments or other public safety organizations. All of the phones that TAG Mobile distributes are capable of delivering

² See 47 C.F.R. § 54.101(a).

³ 47 C.F.R. § 54.101(a)(2).

⁴ See Western Wireless Corp., Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming, CC Docket No. 96-45, Memorandum Opinion and Order, 16 FCC Rcd 48, 52 II 10 (200).

automatic numbering information (“ANI”) and automatic location information (“ALI”), and otherwise satisfy applicable state and federal E911 requirements.

4. Toll Limitation 47 C.F.R. § 54.101(a)(9). TAG Mobile will provide toll limitation services to qualifying low-income customers, in accordance with applicable FCC and Ohio requirements. “Toll limitation” includes the offering of either “toll control” or “toll blocking” to qualifying low-income customers, as a means of limiting or blocking the completion of outgoing toll calls. TAG Mobile will offer toll limitation service to qualifying low-income customers, as requested.

b. Supporting Documentation

Documentation that the carrier does or will advertise the availability of the above-mentioned services and their associated charges in a media of general distribution and that they include Lifeline and Link-Up services in its advertising materials

3. Advertising Support Services

Section 214(e)(1)(B) of the Act requires that an ETC advertise the availability of Supported Services and the related charges using media of general distribution. ETC’s are also required to publicize the availability of Lifeline services in a manner reasonably designated to reach those likely to qualify for such services.⁵ TAG Mobile will advertise the availability of the Supported Services throughout its designated service areas using media of general distribution in a manner that is designed to reach those likely to qualify for such services. TAG Mobile will use a variety of media resources including but not limited to point of sale material of kinds, onsite merchandising, banners, customer direct mail, customer brochures, television, community events, and print media. In addition, TAG Mobile agrees to comply with all form and content requirements, if any, promulgated by

⁵ 47 C.F.R. § 54.405(b) and § 54.411(d).

the FCC and this Commission in future and required of all designated ETCs. Attached as **Exhibit G** is an example of TAG Mobile's marketing materials.

4. Provision of Supported Services Throughout the Use of Own Facilities and Resale of Another Carrier's Services

TAG Mobile will provide wireless service through resale. In its Lifeline Reform Order, the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC's compliance with certain 911 requirements and the ETC's filing with and approval by the FCC of a compliance plan describing the ETC's adherence to certain protections prescribed by the FCC ("Blanket Forbearance").

TAG Mobile seeks limited ETC designation in Ohio to participate in the Lifeline program and has opted to pursue Blanket Forbearance. TAG Mobile has an approved Compliance Plan ("Compliance Plan") with the FCC, which was approved on August 8th 2012. A copy of the Compliance Plan is attached hereto as **Exhibit J**.

Consistent with the requirements of 47 C.F.R § 54.201(d)(1), TAG Mobile will rely on resold services, which the Company will obtain through agreements with its underlying wireless providers, Sprint and Verizon Wireless. Through these means, TAG Mobile is able to offer all of the services and functionalities supported by the federal USF throughout its

designated service area.⁶ TAG Mobile has an approved compliance plan with the FCC to receive forbearance from the “own facilities” requirement of 47 U.S.C. § 214(e)(1)(A) (FCC Forbearance).

b. Additional Eligibility Criteria

The FCC, in its March 17, 2005 Report and Order establishing additional criteria that all ETC applicants must satisfy in order to be designated as an ETC, which include: (1) a commitment and ability to provide the Supported Services throughout the designated area; (2) the ability to remain functional in emergency situations; (3) commitment to satisfy consumer protection and service quality standards; (4) offering local usage comparable to that offered by the incumbent LEC; and (5) an acknowledgement that it may be required by the FCC to provide equal access if all other ETCs in the designated service area relinquish their designation pursuant to Section 214(e)(4) of the Act.⁷

1. Commitment and Ability to Provide the Supported Services

The FCC’s rules at 47 C.F.R. § 54.202(a)(1) require an ETC to demonstrate its commitment to provide the Supported Services throughout the designated service area by: (A) committing to provide service throughout its designated service area to customers who make a reasonable request for service; and (B)

⁶ See 47 C.F.R. § 54.101(a).

⁷ See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 20 FCC RCD 6371 (2005) (“ETC Order”), at 6386-87.

submitting a five-year plan demonstrating how high cost universal service support will be used to improve its coverage, service quality and capacity.

a. Commitment to Serve all Customers Making a Reasonable Request for Service

If designated as a wireless ETC, TAG Mobile will provide service through the resale of the services acquired from its underlying wireless carriers through existing negotiated and executed agreements. As TAG Mobile's underlying wireless carriers are already operational, TAG Mobile will be able to commence offering its Lifeline service programs to all qualified consumers soon after it receives approval from the Commission and upon implementation of procedures and internal systems necessary, such as the distribution of sales materials to authorized agent locations. As a result, TAG Mobile will be able to meet the requirements of 47 C.F.R. § 54.202(a)(1).

b. Five Year Service Improvement Plan

The FCC required the filing of a Five Year Service Improvement Plan in 47 C.F.R. § 202. However, the requirement appears to be intended to demonstrate the use of high-cost funds and as such is not applicable to TAG Mobile's request for low-income support from the FUSF.

2. Ability to Remain Functional in Emergency Situations

47 C.F.R. § 54.202(a)(2) requires that an ETC provide "a demonstration of the carrier's ability to remain functional in emergency situations..." Because TAG Mobile's services will be provided through resale, they will be as reliable and

provide all of the back-ups and contingency plans of its underlying wireless carriers, which include backup battery power at cell sites to ensure functionality in emergency situations.

TAG Mobile designates Nick Metherd, Director of Operations, phone number 214-390-7982, whose address is 1330 Capital Parkway, Carrollton, TX 75006, as its designated contract for emergency situations.

3. Ability to Remain Functional in Emergency Situations

TAG Mobile certifies that it will comply with any applicable outage reporting requirements and provide copies of any outage reports required to be produced to the Commission upon request.

4. Consumer Protection and Commitment to Provide Quality Service

If designated as a wireless ETC, TAG Mobile will satisfy applicable consumer protection and service quality standards as provided in 47 C.F.R § 54.202(a)(2), as well as all applicable state specific consumer protection and service quality standards and will commit that all universal service fund support received by TAG Mobile will be directly reflected in the price that the eligible customer pays. In addition, TAG Mobile will certify compliance with the protection of Customer Proprietary Network Information (“CPNI”) as required by state and federal law will certify compliance with the same on an annual basis. TAG Mobile will also comply with the Cellular Telecommunications and Internet Association’s (“CTIA”) Consumer Code for Wireless Service as required by 47 C.F.R § 54.202(a)(3). Through the use of resold services, TAG Mobile will be able to provide the same quality and reliable service that is currently provided

by any other wireless provider. Although no carrier can guarantee that its customers will never experience service disruptions, TAG Mobile's contractual arrangements are designed to minimize any failures, provide alternate call routing, and expedite recovery in the event a failure occurs. TAG Mobile affirms its commitment to continue to satisfy applicable consumer protection and service quality standards if certified as an ETC.

5. Local Usage

An ETC is required to "demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which it seeks designation."⁸ The FCC has explained that the local usage plans of an ETC applicant should be reviewed on a case-by-case basis⁹ in order to ensure that each ETC applicant is providing local usage component as a part of its universal service offering that meets the FCC requirements. With respect to wireless service, to date, the FCC has not quantified an amount of local usage required to be included by an ETC in its universal service offering.¹⁰ Though TAG Mobile may offer additional plans in the future, its initial Lifeline service offerings will include a free plan providing 250 minutes of local and domestic toll usage.

⁸ 47 C.F.R. § 54.202(a)(ii)(4)

⁹ See ETC Order at 6385, 41133

¹⁰ See ETC Order at 6385, II 32

Lifeline customers can purchase additional bundles of minutes, referred to in TAG Mobile's general terms and conditions as Replenishment Plans. This local usage plan satisfies the "comparable local usage" requirement.

6. Equal Access

47 C.F.R § 54.202(a)(5) requires an acknowledgement from a prospective ETC that it may be required to "provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within the designated service area."¹¹ TAG Mobile acknowledges that it may be required to provide access to long distance carriers in the event that no other eligible telecommunications carrier providing equal access within the designated service area.

c. Public Interest

Designation of TAG Mobile as an ETC on a wireless basis is in the public interest of the State of Ohio and its low-income telecommunications end-users. Under the 1996 Act, "upon request and consistent with the public interest, convenience and necessity" the Commission shall "designate more than one common carrier as an eligible telecommunications carrier for a service area designated" by the Commission. In doing so, the Commission shall find that the designation is in the public interest." The FCC Rules require that an ETC application demonstrate that designation would be consistent with the public interest, convenience and necessity and that prior to designating an ETC pursuant to section 214(e)(6), the Commission shall consider the benefits of increased consumer

choice, and the unique advantages...of the applicant's service offering".¹¹ Pursuant to this requirement, TAG Mobile provides the following information which clearly demonstrates that TAG Mobile's designation as an ETC on a wireless basis is consistent with the public interest, convenience and necessity providing consumers with increased competitive choice through the offering of a unique service.

The FCC has also identified factors that are to be considered in determining whether designation of additional ETCs will serve the public interest such as whether the benefits of an additional ETC would outweigh potential harms. These factors include: 1) the benefits of increased competitive choice; and 2) the unique advantages and disadvantages of the company's service offerings. TAG Mobile affirms that its ETC designation meets these criteria as described below.

d. Increased Competitive Choice.

The FCC has determined that while designation of competitive ETCs promotes and benefits consumers by increasing customer choice, designation must include "an affirmative determination that such designation is in the public interest regardless of whether the applicant seeks designation in an area served by a rural or non-rural carrier."¹² TAG Mobile is seeking ETC designation on a wireless basis which will provide an additional valuable alternative to the existing more traditional telecommunications services

¹¹ ETC Order at 7 40

¹² See Federal-State Joint Board on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005)

currently available in these areas and will promote competition and facilitate the provision of advanced communications services to low-income residents of Ohio.¹³

The public interest benefits of inclusion of the Company's wireless service include a nationwide calling area (as compared to traditional wireline carriers), the convenience and security afforded by mobile telephone service, the opportunity for customers to control cost by receiving a preset amount of monthly airtime at no charge, the ability to purchase additional usage in the event that included usage has been exhausted, 9-1-1 service and, where available, E 9-1-1 service in accordance with current FCC requirements.

The inclusion of toll calling as a part of TAG Mobile's wireless offering, along with the fact that service is provided on a prepaid basis, will allow consumers to avoid the risk of becoming burdened with large and unexpected charges for toll calling and unexpected overage charges.

Designation of the Company as an ETC on a wireless basis will also provide other carriers serving the same area an incentive to improve their existing networks and service offerings in order to remain competitive, which will result in improved consumer services and will also benefit consumers by allowing TAG Mobile to offer the services designated for support at rates that are "just, reasonable, and affordable."¹⁴

As provided by the 1996 Act, the availability of basic telecommunications services to low-income consumers is critical to the provision of public health, safety, and other services. In addition, the FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of

¹³ ETC Order at ¶ 4L

¹⁴ See 47 U.S.C. § 254(b)(1)

telecommunications services they provide.¹⁵ This is of particular interest in cases where wireless providers, such as TAG Mobile, seek to provide services as alternatives to those of the traditional ILEC. In the Highland Cellular case,¹⁶ the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the incumbent local exchange carrier. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by TAG Mobile will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

The Lifeline service offered by TAG Mobile also provides important benefits that are especially needed by low-income Ohio residents in this time of economic downturn. The availability of a mobile telephone will be critical to the efforts of the unemployed as they search for other employment opportunities. Without a regular paycheck, wireless telephone service would become a luxury beyond the means of many of those persons.

TAG Mobile's Lifeline programs will enable thousands of residents to obtain wireless service which would otherwise be unavailable to them. The economic circumstances indicate that low-income individuals, now more than ever, can greatly benefit from the advantages offered by TAG Mobile's Lifeline service thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to

¹⁵ See e.g., *Specialized Common Carrier Services*, 29 FCC 2d 870 (1971).

¹⁶ Federal-State Joint Bd. on Universal Serv., *Highland Cellular, Inc., Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

assist in emergency situations, facilitate job search efforts, and to maintain contact with family members.

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

Added together, TAG Mobile expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select the Company's low income wireless Lifeline service in lieu of the more traditional wireline or wireless services.

e. The Unique Advantages of TAG Mobile's Service Offerings.

TAG Mobile will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services. TAG Mobile will provide service that meets the quality requirements in P.U.C. Subst. R. 26.52 to 26.54 and will offer Lifeline services to qualified low-income customers in its Service Area in compliance with P.U.C. Subst. R. 26.412. See Terms and Conditions, attached hereto as **Exhibit E.**

TAG Mobile will announce and advertise telecommunications services as an ETC where it provides service in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services.

Accordingly, more low-income Ohio residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to TAG Mobile's Lifeline supported service. A sample of TAG Mobile's planned advertising is attached hereto as **Exhibit G**.

TAG Mobile will provide universal service as an ETC in all of its Service Area.

TAG Mobile is willing to accept carrier of last resort obligations throughout the universal service areas in which TAG Mobile is designated as an ETC by the Commission.

TAG Mobile will provide equal access to long distance carriers, to the extent to which it is able to do so.

TAG Mobile offers a local usage plan comparable to the one offered by the ILEC in the service areas for which it seeks designation.

f. TAG Mobile's Lifeline Plan.

Lifeline is a component of one of four separate federal universal service fund mechanisms¹⁷ known as the "low-income support mechanism"¹⁸ and is defined in 47 C.F.R. § 54.401 as "a retail local service offering" "available only to qualified low-income consumers" "for which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount" "that includes the services or functionalities enumerated in § 54.401(a)(1) through (a)(9)", which the Company will use to "make available Lifeline service...to qualifying low-income consumers".¹⁹ Under the Company's Basic Lifeline

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

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

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

Plan (the “Plan”), TAG Mobile will provide qualified Lifeline customers who reside in the State of Ohio with a preset number of free anytime local and long distance minutes each month and will use all low-income universal service support to allow the Company to provide the service with no monthly recurring charge, thus ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement. Under the Plan, qualified Lifeline customers will be provided with 250 minutes that do not rollover, which can be used for local and long distance calling. In addition, the Plan includes a free 911/E911compliant handset. The ability to text is available with the plan and is charged as 1 text equals 1 minute of usage. In the event that all airtime has been used, Lifeline customers will have the capability of purchasing additional minutes to replenish airtime.

In addition to the Plan, TAG affords qualified Lifeline customers the option of applying their Lifeline discount to any of TAG Mobile’s service offerings, to include its Wireless Landline Replacement product or pre-paid minute plans that include data services. When applying the Lifeline discount to these expanded service offerings, the purchase of additional equipment may be required, such as the Wireless Terminal Device or a data capable handset. In the alternative, if the customer already owns equipment that is compatible with TAG Mobile’s network, such equipment can be utilized with these enhanced services offerings provided it meets TAG Mobile’s minimum specifications with respect to 911/E911 compliancy.

Lifeline customers can purchase additional bundles of minutes, referred to in TAG Mobile’s general terms and conditions as Replenishment Plans. TAG Mobile’s Replenishment plans are available in 30 day increments, and include text messaging and

data service. Customers who do not have data capable handsets, such as those included with the Plan, will not have access to data services purchased as a component of these Replenishment Plans. TAG Mobile's Replenishment Plans may also be purchased as standalone pre-paid service plans. See service plan details and associated pricing in the Price List attached hereto as **Exhibit A.**

These service plans, available as standalone pre-paid plans or as Replenishment or "top up" minutes, are available for purchase at TAG Mobile's retail locations and on its website. All low-income universal service support will be used to allow TAG Mobile to provide the Plan with no monthly recurring charge, or provide a Lifeline discount on available service plan offerings, thus ensuring that Lifeline consumers receive the full benefit of the universal service support funding for which TAG Mobile will seek reimbursement. TAG Mobile will not deduct airtime minutes for calls made by Lifeline customers to TAG Mobile's Customer Service, or for calls made by TAG Mobile to such Lifeline customers to address billing, customer care and customer service issues.

All TAG Mobile wireless plans also include the following customer calling features at no additional charge:

- (1) Caller ID
- (2) Call Waiting
- (3) Call Forwarding
- (4) 3-Way Calling
- (5) Voicemail

Under TAG Mobile's proposed Plan offering, each eligible wireless customer will receive a 911/E911 compliant handset. Wireless handsets will be delivered at no charge to

qualifying Lifeline customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline. TAG Mobile will not assess Lifeline subscribers an activation fee to enroll in TAG Mobile's Lifeline supported services.

g. Designation of TAG Mobile on a Wireless Basis Will Impose a Negligible Burden on the USF.

TAG Mobile reiterates that it is applying for ETC designation solely for the purpose of providing Lifeline discounts to qualified low-income consumers and to seek reimbursement for the same and will not seek or accept High Cost support. Under the FCC Rules, an ETC applicant must submit a five-year plan that describes with specificity the proposed improvements or upgrades to the applicant's network on a wire-center-by-wire-center basis throughout its proposed Service Area. The only circumstance warranting deviation from this requirement is where an applicant's requested ETC serving territory would qualify it to receive no "high cost" USF support, but only "low income" USF support. Because TAG Mobile seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline services to eligible customers, submission of a Five-Year Network Improvement Plan is not required at this time. Since Lifeline support is designed to reduce the monthly cost of telecommunication services for eligible consumers, is distributed on a per-customer basis, and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low-income users, which is clearly in the public interest. In addition, designation of the Company as an ETC will not pose any adverse effect in the growth in the high cost portions of the USF, nor will it create or contribute to an erosion of high cost funding from any rural or non-rural telephone company.

The FCC reaffirmed this position when it stated that “the potential growth of the fund associated with high-cost support distributed to competitive ETCs” is not relevant to carriers seeking support associated with the low-income program.²⁰ Accordingly, total low-income support for 2008 accounted for only 11.5 percent of the total distribution of the USF, with high-cost accounting for over 63 percent of the total.²¹

The FCC also recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that “any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline programs, furthering the statutory goal of providing access to low-income consumers.”²²

It is also vital to recognize that in the case of Lifeline support, an ETC receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC obtains a Lifeline customer from another ETC, only the “capturing” ETC provides a Lifeline discount and as a result, only the “capturing” ETC receives support reimbursement.

In addition, all providers are required to contribute a portion of the interstate revenues received from their customers to the Universal Service Fund. In accordance with current federal regulations, TAG Mobile will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving TAG Mobile as an ETC will actually create contributions to the USF that were previously non-existent.

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

²¹ 2010 Wireline Competition Bureau, FCC, *Trends in Telephone Service*, Chart 19.1

²² TracFone Forbearance Order, at ¶ 1

J. TAG Mobile Has Internal Controls in Place to Prevent Subscribers from Receiving More Than One Lifeline Discount.

Consistent with federal requirements, TAG Mobile will comply with the uniform eligibility criteria established in new Section 54.409 of the FCC's rules.²³ Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; (2) the household's participation in one of the federal assistance programs listed in the rule;²⁴ or (3) meeting eligibility criteria established by the State for its residents, "provided such criteria are based solely on income or factors directly related to income."²⁵ In addition, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service. TAG Mobile has certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the Lifeline Reform Order, together with any additional state certification requirements.²⁶ Consistent with federal requirements, TAG Mobile requires customers to certify at the time of service activation and annually thereafter that they: 1) are the head of household; 2) participate in one of the state-

²³ 47 C.F.R. § 54.409 (effective June 1, 2012).

²⁴ "The consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of the following federal assistance programs: Medicaid; Supplemental Nutrition Assistance Program; Supplemental Security Income; Federal Public Housing Assistance (Section 8); Low-Income Home Energy Assistance Program; National School Lunch Program's free lunch program; or Temporary Assistance for Needy Families." 47 C.F.R. § 54.409(A)(2).

²⁵ 47 C.F.R. § 54.409(A)(3).

²⁶ Lifeline Reform Order at ¶61; 47 C.F.R. § 54.410(a).

approved means tested programs; 3) will be receiving Lifeline-supported services only from TAG Mobile; 4) do not currently receive Lifeline support; and 5) will notify TAG Mobile in the event that they no longer participate in the qualifying program.

If TAG Mobile has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.²⁷ A demonstration of eligibility must comply with the annual verification procedures found in Section 54.410(f), including the submission of a certification form.²⁸ In addition, the FCC has promulgated specific standards and procedures for the de-enrollment of subscribers for reasons of duplicative support, non-usage and failure to re-certify.²⁹ TAG Mobile will implement these de-enrollment requirements.

Verification of continued eligibility is accomplished on a yearly basis in accordance with state-specific procedures.

²⁷ Lifeline Reform Order at ¶ 143; 47 C.F.R. § 54.405(e)(1).

²⁸ 47 C.F.R. §54.410 (effective April 2, 2012).

²⁹ 47 C.F.R. s 54.405(e)(2) through (e)(4).

CONCLUSION

TAG Mobile respectfully requests designation as an ETC for the Designated Service Area for purposes of receiving federal Lifeline universal service support.

Dated this 5th day of September, 2014

Respectfully Submitted,

TAG Mobile LLC

By: Charles L. Schneider Jr.

Charles L. Schneider Jr.

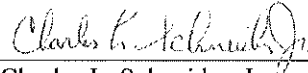
President and CEO

CERTIFICATION

I, Charles L. Schneider, Jr. do hereby declare under penalty of perjury as follows:

1. I am the President & CEO of TAG Mobile, LLC, a Texas Limited Liability Company, with its principal place of business at 1330 Capital Parkway, Carrollton, TX 75006
2. I have read TAG Mobile's Compliance Plan and confirm the information contained therein to be true and correct to the best of my knowledge.
3. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

TAG Mobile, LLC

A handwritten signature in cursive script, appearing to read "Charles L. Schneider, Jr.", is written over a horizontal line.

Charles L. Schneider, Jr.
President and CEO, TAG Mobile, LLC

TABLE OF EXHIBITS

Exhibit A	Proposed service offer including description of services, Lifeline eligibility requirements, rates and charges for Lifeline service offering
Exhibit B	Complete breakdown of Lifeline customer discount components
Exhibit C	Public Interest: Explain customer benefits or unique advantages of service offering
Exhibit D	Enrollment process for eligible Lifeline customer including verification process and timelines
Exhibit E	All information that a new Lifeline subscriber receives after enrollment including terms and conditions
Exhibit F	Copy of the Lifeline customer program enrollment form
Exhibit G	Copy of advertising language and materials to advertise Lifeline
Exhibit H	Process used to ensure only one Lifeline benefit/phone per household
Exhibit I	Wire Centers
Exhibit J	FCC-Approved Compliance Plan

EXHIBIT A Proposed service offer including description of services, Lifeline eligibility requirements, rates and charges for Lifeline service offering

Ohio Lifeline Eligibility Requirements

Participation in one or more of the following programs or, in the case of (j), income level, qualifies Ohio residents for the Lifeline Program:

- a. The National School Lunch Program's Free Lunch Program
- b. Supplemental Nutritional Assistance Program (SNAP), formerly known as Food Stamps
- c. Supplemental Security Income (SSI)
- d. Social Security Disability Insurance – Blind and Disabled (SSDI)
- e. General Assistance including Disability Assistance
- f. Medicaid
- g. Temporary Assistance to Needy Families/Ohio Works First
- h. Federal Public Housing Assistance (Section 8)
- i. Low Income Home Energy Assistance Program (LIHEAP)
- j. Income that is at or below 150% of the Federal Poverty Guidelines (current table shown below):

150% of the Federal Poverty Guidelines		
Number of People in Household	Annual Income Level	Monthly Income Level
1	\$16,755	\$1,396
2	\$22,695	\$1,891
3	\$28,635	\$2,386
4	\$34,575	\$2,881
5	\$40,515	\$3,376
6	\$46,455	\$3,871
7	\$52,395	\$4,366
8	\$58,335	\$4,861
each additional member	\$5,940	\$495

Qualified Ohio residents may only receive one Lifeline phone, wireless or landline, per household. Customers qualifying under the above income parameters must provide proof of income. Acceptable proof of income includes the following documents:

- a. State or federal income tax return;
- b. Current income statement or W-2 from an employer;
- c. Three consecutive months of current pay stubs;
- d. Social Security statement of benefits;
- e. Retirement/Pension statement of benefits;
- f. Unemployment/Workmen's Compensation statement of benefits;
- g. Any other legal document that would show current income (such as a divorce decree or child support document)

TAG Mobile Summary Rate Plans

Plan Name	Minutes	Text	Customer Cost	Cost per MOU	Plan Expiration
Lifeline Plan	250*	**	\$ 0.00	\$0.00	30 days
Pre-paid Plan 1	100*	200	\$ 7.00	\$0.07	30 days
Pre-paid Plan 2	500*	1000	\$20.00	\$0.04	30 days
Pre-paid Plan 3	1000*	1200	\$30.00	\$0.03	30 days
Unlimited Talk & Text	Unlimited*	Unlimited	\$39.00	N/A	30 days

* All TAG Mobile calling plans include the following functionalities and features:

- Local Calls
- Nationwide Domestic Long Distance
- Caller ID
- Call Waiting
- Call Forwarding
- 3-Way Calling
- Voice Mail
- Nationwide Domestic Text Messaging
- Roaming at no additional charge
- 411 Directory Assistance
- 911 and enhanced 911 (“E-911”) service where available – Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.
- 611 access to Customer Service where available. Plan minutes are not decremented for 611 access and/or direct dialed Customer Service calls.
- 211 Service related to the National 2-1-1 initiative, which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing “211”. Plan minutes are not decremented for 211 calling.

** Where text is not included in the Plan, texts decrement available Plan minutes at the rate of 1 text, whether sent or received, per Plan minute.

All TAG Mobile non-Lifeline Plans are available either as replenishments or stand-alone pre-paid phone plans.

EXHIBIT B

Complete breakdown of Lifeline customer discount components

Pursuant to the FCC Lifeline Reform Order, TAG Mobile will provide the \$9.25 USF Funded discount to all Lifeline customers as set out in Exhibit A.

EXHIBIT C

Public Interest: Explain customer benefits or unique advantages of service offering

One of the principal goals of the Act, as amended by the Telecommunications Act of 1996, is "to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies" to all citizens, regardless of geographic location or income.³⁰ The primary purpose of universal service is to ensure that consumers-especially low-income consumers-receive affordable and comparable telecommunications services. A 2008 study has found such services to be a vital economic resource for low-income consumers that leads to improved wage levels and personal safety.³¹ Given this context, designating TAG Mobile, as an ETC would serve the public interest generally, and the needs of low-income customers in Ohio in particular.

The public interest benefits associated with the Company's wireless service include nationwide calling areas (as compared to traditional wireline carriers' local calling areas) and the convenience and personal security afforded by mobile telephone service. Wireless service greatly benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events.

³⁰ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56.

³¹ See Nicholas P. Sullivan, "Cell Phone Provide Significant Economic Gains for Low-Income American Households: A Review of Literature and Data from Two New Surveys," April 2008, accessed at http://www.newmillenniumresearch.org/archive/Sullivan_Report_032608.pdf.

TAG Mobile will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services. TAG Mobile will provide service that meet the quality requirements in P.U.C. Subst. R. 26.52 to 26.54 and will offer Lifeline services to qualified low-income customers in its Service Area in compliance with P.U.C. Subst. R. 26.412.

Designation of TAG Mobile as an ETC would also promote competition. TAG Mobile will bring the same entrepreneurial spirit that has reinvigorated the wireless industry to the Lifeline market in Ohio, helping to redefine the wireless experience for many low-income consumers in the state. Other carriers, therefore, will have the incentive to improve their existing service offerings and tailor their service plans to offer service terms and features appealing to low-income customers.

By offering an additional nontraditional Lifeline service to compete in the marketplace, TAG Mobile's application for ETC designation promotes the public interest by offering a service of comparable value.

EXHIBIT D

Enrollment process for eligible Lifeline customer including verification process and timelines.

TAG Mobile will follow the enrollment and eligibility verification procedures as detailed in its FCC Compliance Plan, attached hereto as Exhibit J. Enrollment materials will reflect the Ohio-specific eligibility criterion for those demonstrating income at 150% of the federal poverty rate, as well as Ohio-specific Lifeline-qualifying assistance programs.

EXHIBIT E

All information that a new Lifeline subscriber receives after enrollment including terms and conditions

The Service Agreement

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

When You Accept The Agreement

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

Terms of Service

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

Service Plans

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

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

TAG offers the following Service Plans:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nature of Services.

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

Your Use Of The Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acceptable Use Policy

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

COVERAGE OF THIS POLICY

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

ILLEGAL OR HARMFUL USE

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

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

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

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

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

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

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

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

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

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

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

ELECTRONIC COMMUNICATIONS

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

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

NETWORK SECURITY AND INTEGRITY

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

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

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

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

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

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

INVESTIGATION AND ENFORCEMENT OF THE POLICY

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

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

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

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

MISCELLANEOUS

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

QUESTIONS, COMMENTS & ABUSE

If you want to report any violations of this AUP, please email us at regulatory@tagmobile.com.

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

Basic Definitions

In this document:

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

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

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

Pre-Paid Services

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

Our Right To Change The Agreement & Your Related Rights

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

Our Right To Suspend Or Terminate Services

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

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

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

Your Right To Change Services & When Changes Are Effective

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

Your Right To Terminate Services

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

Restrictions On Using Services

You can't use our Services:

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

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

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

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

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

Porting/Transferring Phone Numbers

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

Coverage; Where Your Device Will Work; Service Speeds

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

Roaming

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

Activation & Miscellaneous Charges

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

Account & Service Charges

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

How We Calculate Your Usage For Decrementing Purposes

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

Text Messaging: Unless specific Service Plan terms apply, the rate to receive or send a text message to another phone is 1 minute per 1 text message either sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used. Plan minutes are not decremented until the third text message is either sent or received, and rounding does not apply.

Taxes & Government Fees

You agree to pay all federal, state and local taxes, fees and other assessments that are required by law to be collected and remitted to the government on the Services and/or Devices provided to you. These charges may change from time to time without advance notice. In most circumstances, all federal, state and local taxes, fees and other assessments are included in the price of Service for both pre-paid and Lifeline Supported Service(s).

Surcharges

You agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service, various regulatory charges, TAG administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the 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. In most circumstances, all Surcharges are included in the price of Service. With respect to Lifeline supported Service, no additional Surcharges are assessed, applied to or levied on Lifeline supported Service. Further, with the exception of taxes or other charges that are required by law, any fees and/or charges associated with Lifeline supported Service are all inclusive, clearly documented and fully disclosed to the Lifeline applicant/subscriber and any regulatory authority having jurisdiction over such Services prior to the commencement of Service.

Customer Service

If you have a service or billing problem or inquiry, you may contact TAG's Customer Service Department toll free at (866) 959-4918. We will make all reasonable attempts to resolve your problem or inquiry. In the event the Customer Service Department is unable to resolve your issue, your dispute will be escalated to the appropriate supervisory personnel of TAG. If you are still unsatisfied and/or your issue remains unresolved, TAG supervisory personnel will provide you with contact information for the appropriate Consumer Affairs/Customer Dispute Resolution department of the relevant Utility Commission or other Regulatory Authority for your state and/or the FCC. This information can also be located on TAG's website at www.tagmobile.com/utilitycommissioncontacts. In the event that you wish to pursue resolution of your issue with TAG directly, the Dispute Resolution provisions of this Agreement will apply.

Protecting Our Network & Services

We can take any action to:

- (1) protect our network, our rights and interests, or the rights of others; or
- (2) optimize or improve the overall use of our network 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, network, Services and equipment, see our AUP.

Your Privacy

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

Call Monitoring:

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

Contact:

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

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

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

Information on Devices:

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

Location Based Services

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

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

911 Or Other Emergency Calls

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

If Your Device Is Lost Or Stolen

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

Disclaimer of Warranties

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

You Agree We Are Not Responsible For Certain Problems

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

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

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

You Agree Our Liability Is Limited - No Consequential Damages

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

DISPUTE RESOLUTION

We Agree To First Contact Each Other With Any Disputes

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

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

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

(1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.

(2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent as described in the Providing Notice to Each Other Under The Agreement section of the T's & C's and notice to us will be sent to: Tag Mobile, LLC, Attn: General Counsel; 1330 Capital Parkway, Carrollton, TX 75006. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of the last billing address of the Device. We will agree on the arbitrator, and if we cannot agree, then the arbitrator will be appointed by the court as provided by the FAA.

(5) The arbitration will be governed by the arbitration rules selected by the Arbitrator. The federal or state law that applies to the Agreement will also apply during the arbitration.

(6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above:

a. \$25 if you are seeking less than \$1,000 from us; or

b. the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

Exceptions To Our Agreement To Arbitrate Disputes

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of 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-sensitive services (see "Location Based 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 provide us notice by calling or writing us as instructed on our website. We will provide you notice through one or more of the following: correspondence to your last known billing address, to any fax number or e-mail 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 of Texas, without regard to the conflicts of law rules. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't 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 isn't for the

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

[Shop Phones](#) [Plans](#) [Site Menu](#) [FAQs](#) [Lifeline](#) [Forms](#) [Terms & Conditions](#) [Contact Us](#) [Community](#) [Be an Agent](#)
[Host A Community Event](#) [Products](#) [Lifeline Assistance Program](#) [Prepaid Call to Order: 1-866-959-4918](#) © 2013
Tag Mobile USA, All Rights Reserved

EXHIBIT F

Copy of the Lifeline customer program enrollment form

(STATE) Wireless Lifeline Service Application



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



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

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

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

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

PLEASE CHECK ONE

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

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

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

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

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

Applicant's Signature: _____ Date: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Mailing Address (if different than residence address): _____

City: _____ State: _____ Zip Code: _____

Contact Number: _____ E-mail address: _____

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

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

Agent/Company Representative Signature: _____ Date: _____

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

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

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

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

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

List B - Choose 1:

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

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

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

List A - Choose 1

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

Applicant Account Number	Rep/Agent Signature

(STATE) Wireless Lifeline Service Application



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



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

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

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

Please indicate which Lifeline Program for which you qualify:

☐ **Enhanced Lifeline**

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

PLEASE CHECK ONE

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

☐ **Regular Lifeline**

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

PLEASE CHECK ONE

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

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

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

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

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

Applicant's Signature: _____ Date: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Mailing Address (if different than residence address): _____

City: _____ State: _____ Zip Code: _____

Contact Number: _____ E-mail address: _____

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

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

(Agent/Company Representative Name)

Agent/Company Representative Signature: _____ Date: _____

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

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

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

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

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

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

List A - Choose 1:

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

List B - Choose 1:

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

Last 4 digits of Document from List B: _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep/Agent Signature



EXHIBIT G

Copy of advertising language and materials to advertise Lifeline



Chareti



 /TagMobileNow  @TAG_Mobile

This is a full-length, 5000-column file that is linked to the other data files. It contains information on the individual's age, sex, race, education, marital status, employment status, and other demographic information. It also contains information on the individual's health status, including whether they are currently smoking, drinking alcohol, or using drugs. The file is organized into columns, with each column representing a different variable. The variables are listed in the following table:

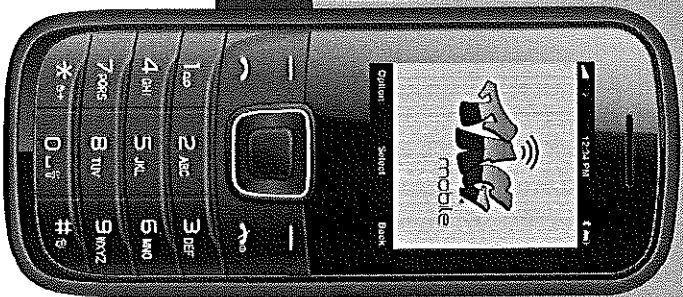
FREE CELL PHONE

FREE CELL PHONE WITH FREE MINUTES PLUS

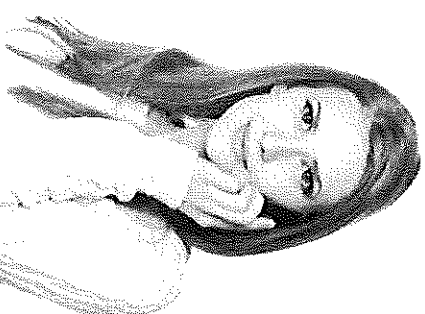
FREE TEXT MESSAGES EVERY MONTH



TALK TEXT DATA



You're It!



mobile

www.tagmobile.com

 /TagMobileNow  @TAG_Mobile

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program. Coverage limitations may affect wireless mobile service, including E-911/911 emergency calls. Pennsylvania customers may contact the Pennsylvania Public Utility Commission, Bureau of Consumer Services with Questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday through Friday or visit them online at www.puc.pa.gov.



You're It!



TALK TEXT DATA



FREE
CELL PHONE
WITH

FREE
MINUTES

PLUS

FREE
TEXT MESSAGES

EVERY MONTH

NO CONTRACT / NO CREDIT CHECK

See back for more details.



You're It!



QUALIFY FOR YOUR FREE PHONE WITH FREE MINUTES AND TEXT, IF YOU MEET FEDERAL INCOME REQUIREMENTS OR PARTICIPATE IN ANY OF THE FOLLOWING PROGRAMS:

- * Supplemental Security Income (SSI)
- * Federal Public Housing (Section 8)
- * Low Income Home Energy Assistance
- * Temporary Assistance to Needy Families (TANF)
- * Food Stamps
- * Medicaid (Not Medicare)
- * Supplemental Nutrition Assistance Program (SNAP)
- * National School Lunch Program's free lunch program (NSL)

If you have any questions, please contact Customer Service at
1-866-959-4918

For the complete list of programs to qualify, Please Visit
www.tagmobile.com



/TagMobileNow



@TAG_Mobile

This is a Lifeline service limited to one discount per household. Lifeline is a government assistance program and is non-transferable. Proof of eligibility, such as an eligible program card or statement of benefits, is required and only eligible consumers may enroll. Consumers who willfully make a false statement in order to obtain a Lifeline benefit can be punished by fine or imprisonment or can be barred from the program. Coverage limitations may affect wireless mobile service, including E-911/911 emergency calls. Pennsylvania customers may contact the Pennsylvania Public Utility Commission Bureau of Consumer Services with Questions or complaints about their Lifeline service at 1-800-692-7380, 8:00 am to 4:15 pm Monday through Friday or visit them online at www.puc.pa.gov.

EXHIBIT H

Process used to ensure only one Lifeline benefit/phone per household



Lifeline Service Application Income Eligibility Worksheet



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

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

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

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

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

As set forth in its Compliance Plan approved by the FCC, TAG Mobile has proposed a plan to implement the certification and verification conditions outlined in the *FCC Lifeline Reform Order* to ensure that only one Lifeline benefit is provided per household. TAG Mobile shares the concern about waste, fraud and abuse of the Lifeline program and is committed to the safeguards stated in its FCC Compliance Plan, as well as complying with applicable FCC and/or Commission rules.

EXHIBIT I

Wire Centers

CLLI

RCKKOHXA
GENVOHXA
ASHTOHXD
JFSAOHXA
ASHTOHXA
ASHTOHXC
ASBGOHXA
KGVLOHXA
CNNTOHXA
ANDVOHXA
ORWLOHXA
ASHTOHXA
ASHTOHXC
GENVOHXA
KGVLOHXA
RCKKOHXA
SPNTOH37
BURLOHXA
HLBOOH39
LYBGOHXA
BRNVOHXA
FRFTOHXA
GNFDOHXA
RNBOOH36
LUVLOHXA
MRSHOH46
CLBGOHXA
KGTNOHXA
MSVLOHXA
RCDLOHXA
CHLCOHXA
PTMOOHXA
BEVROHXB
GLADOHXA
JCSNOHXA
PKTNOHXA
WLTNOHXA
WVRLOHXA
NLVLOH75
GLPLOH44
RIGROH24
THPLOHXA
COOLOHXA
GUVLOHXA

Wire Center

ROCK CREEK
GENEVA
ASHTABULA
JEFFERSON
ASHTABULA
ASHTABULA
AUSTINBURG
KINGSVILLE
CONNEAUT
ANDOVER
COLEBROOK
ASHTABULA
ASHTABULA
GENEVA
KINGSVILLE
ROCK CREEK
IRONTON
CHESAPEAKE
HILLSBORO
LYNCHBURG
BOURNEVILLE
FRANKFORT
GREENFIELD
RAINSBORO
PORTSMOUTH
MARSHALL
CLARKSBURG
KINGSTON
MASSIEVILLE
RICHMONDALE
CHILLICOTHE
PORTSMOUTH
BEAVER
JACKSON
JACKSON
PIKETON
WELLSTON
WAVERLY
NELSONVILLE
GALLIPOLIS
RIO GRANDE
THE PLAINS
COOLVILLE
GUYSVILLE

COOLOHXA
SHNDOHSH
CHVTOHCH
CNCNOHSP
MMTPOHMM
SVMLOHSM
TRENH98
MTGMOHMO
MLFROHMF
MONROH53
MRRWOHXA
MTHTOHMH
NRWDOHNW
NWMDOHNR
RSMYOHRO
SLBNOHXA
STBROHSB
TBSCOHTO
WCHSOHWC
NSTROHXB
RSBGOHXA
VRSLOHXA
YRKSOHXA
PHBGOHXA
EATNOHXA
ELDROHXA
NWPROHXA
WALXOHXA
WMCHOHXA
TRWDOHXA
MDTWOH42
MMBGOH86
NWLBOHXA
TPCYOHXA
TROYOHXA
WMTNOHXA
BTKNOHXA
FLTCOH99
SDNYOHXA
HRSNOHHR
CNCNOHCD
CNCNOHNS
CNCNOHPH
CNCNOHWD
CNCNOHWS
GRHLOHNG

COOLVILLE
SHANDON
CINCINNATI
CINCINNATI
CINCINNATI
SEVEN MILE
TRENTON
CINCINNATI
LITTLE MIAMI
MONROE
MORROW
CINCINNATI
CINCINNATI
CLERMONT2
MASON
SOUTH LEBANON
CINCINNATI
CLERMONT2
BETHANY
NORTH STAR
ROSSBURG
VERSAILLES
YORKSHIRE
PHILLIPSBURG
EATON
ELDORADO
NEW PARIS
WEST ALEXANDRIA
WEST MANCHESTER
TROTWOOD
MIDDLETOWN
MIAMISBURG-W CARROLLTON
NEW LEBANON
TIPP CITY
TROY
WEST MILTON
BOTKINS
FLETCHER-LENA
SIDNEY
HARRISON
CINCINNATI
CINCINNATI
CINCINNATI
CINCINNATI
CINCINNATI
CINCINNATI

CNCNOHHW
EVDLOHEV
FKLNOH01
FRFDOHFF
GLDLOHGD
GRSBOHGR
GSHNOHGS
HMTNOHHM
RILTOHCS
CMDNOHXA
DYTNOH26
DYTNOH27
DYTNOH89
ENWDOHXA
FRVLOHXA
GMTWOHXA
GRTSOHXA
LBRTOHXA
PLHLOHXA
CNCNOHMW
CHGVOHCG
CNCNOHIV
CNCNOHIP
HMLTOHHT
FTLROHXA
HNVIOHXA
JKCTOHXA
WMFDOHXA
RDWYOHXA
WLBTOHXA
MTVCOHXA
GNVLOHXA
ANSOOHXA
ARCNOHXA
BKVLOHXA
BRFROHXA
GTBGOHXA
LAUROHXA
PIQUOH77
ANNAOHXA
BLBKOH84
CRBGOH85
DGRFOHXA
DNVLOH88
NHHNOH96
NWCROH84

CINCINNATI
CINCINNATI
FRANKLIN
HAMILTON2
CINCINNATI
CINCINNATI
LITTLE MIAMI
OXFORD
CINCINNATI
CAMDEN
DAYTON
DAYTON
VANDALIA
ENGLEWOOD
FARMERSVILLE
GERMANTOWN
GRATIS
LIBERTY
PLEASANT HILL
CINCINNATI
CINCINNATI
CINCINNATI
CINCINNATI
CLERMONT2
FORT LORAMIE
HUNTSVILLE
JACKSON CENTER
WEST MANSFIELD
RIDGEWAY
WEST LIBERTY
MOUNT VICTORY
EATON
ANSONIA
ARCANUM
BROOKVILLE
BRADFORD
GETTYSBURG
LAURA
PIQUA
ANNA
BELLBROOK
CHRISTIANSBURG
DE GRAFF
DONNELSVILLE
NORTH HAMPTON
NEW CARLISLE

ZMMNOH42
BLCTOHXA
BLLFOHXA
CDVLOH76
CTWBOHXA
PTCHOH26
SCTNOH46
SPFDOH32
SPFDOH39
SSLNOH88
SVTNOH56
YESPOH76
URBNOHXA
ELBLOHXA
MCBGOHXA
TRRHOHXA
WDSTOHXB
JMTWOH67
DYTNOH29
BWRVOH45
CNTMOH43
DYTNOH22
DYTNOH23
DYTNOH25
ENONOH86
FRBNOH87
LWBGHXA
SPVYOH86
XENIOH37
CLVLOHXB
FVPWOH88
LBNNOHXA
LVLDOHLO
MASNOHXA
WYVLOHXA
WLBGOHXB
BATVOHBA
FYVLOHXA
MTOROHXA
HSVLOHXA
WLMGOHXB
BLCHOHXA
MTVIOHXA
NWNNOHXA
PTWLOHXB
SABNOHXA

BEAVERCREEK
BELLE CENTER
MANSFIELD
CEDARVILLE
CATAWBA
PITCHIN
SOUTH CHARLESTON
SPRINGFIELD
SPRINGFIELD
SOUTH SOLON
SOUTH VIENNA
YELLOW SPRINGS-CLIFTON
URBANA
EAST LIBERTY
MECHANICSBURG
TERRE HAUTE
WOODSTOCK
JAMESTOWN
DAYTON
BOWERSVILLE
DAYTON
MIDDLETOWN
DAYTON
DAYTON
ENON
DAYTON
LEWISBURG
SPRING VALLEY
XENIA
CLARKSVILLE
CENTERVILLE(MONTGOMERY CO)
LEBANON
SOUTH LEBANON
MASON
WAYNESVILLE
WILLIAMSBURG
CLERMONT2
FAYETTEVILLE
MT ORAB
HAMERSVILLE
WILMINGTON
BLANCHESTER
MARTINSVILLE
NEW VIENNA
PORT WILLIAM
SABINA

LSBGOHXA
CSTLOH68
LORNOHXB
LORNOHXC
LORNOHXD
LORNOHXE
LYTPOH25
MNTROH25
MOTLOH25
MPHGOH66
HURNOHXA
MILNOHXA
INDPOH52
NOLMOH77
NRTNOH23
ELYROHXA
NRVLOHXA
CLSTOHXA
ECLDOH73
KRLDOH25
MYHGOH44
NRFDOHXA
RSSLOHXA
BNBGOHXA
NWBYOHXA
MDSNOHXA
PRRYOHXA
THSNOHXA
CRLDOHXA
GRNEOHXA
MLFDOHXC
HTBGOHXA
MSPTOHXA
PRMNOHXA
JHTNOHXA
KNMNOHXA
LORNOHXA
LKWDOH52
NETNOHXA
HIRMOHXA
LYKNOHXA
NWTNOHXA
MOVLOHXA
GLINOHXA
JHVLOHXA
MRNGOHXA

LEESBURG
CASTALIA
LORAIN
LORAIN
LORAIN
LORAIN
LEROY
MENTOR
MENTOR
MONTROSE(CUYAHOGA CO)
HURON
MILAN
INDEPENDENCE
TRINITY
NORTH ROYALTON
ELYRIA
ELYRIA
COLUMBIA STATION
CLEVELAND
KIRTLAND
HILLCREST
NORTHFIELD
RUSSELL
BAINBRIDGE(GEAUGA CO)
NEWBURY
MADISON
PERRY
THOMPSON
CORTLAND
GREENE
MIDDLEFIELD
HUNTSBURG
MESOPOTAMIA
PARKMAN
JOHNSTON
KINSMAN
LORAIN
CLEVELAND
NORTH EATON
HIRAM
LYKENS
NEW WASHINGTON
MONROEVILLE
GALION
JOHNSVILLE
MARENGO

MTGLOHXA
NWCHOHXA
CHVLOHXA
CLDNOHXA
CRDGOHXA
ATTCOHXA
BCYROHXA
CRLNOHXA
CTFDOHXA
SHLBOHXA
WLRDOHXA
BLLVOHXA
BLNGOII35
NFFDOIIXB
NRWLOHXA
WKMNOHXA
MNFDOHXD
BLVLOHXA
BTLROHXA
LUCSOHXA
LXTNOHXA
MNFDOHXA
MNFDOHXB
MNFDOHXC
WLDROHXA
SVNHOHXB
GNWCOIIXA
RDHWOHXB
ASLDOHXB
IHYVLOHXA
LDVLOIIXA
POLKOHXA
PYVLOHXA
NWLNOHXA
BRHMOHXA
AMHROHXA
AMHROHXB
BLHNOHXB
OBRLOHXA
LGRNOHXA
LGRNOHXA
CNGROHXA
BRBNOHXB
CETNOHXA
HMVIOHXA
LODIOIIXA

MOUNT GILEAD
NEW WINCHESTER
CHESTERVILLE
CALEDONIA
CARDINGTON
ATTICA
BUCYRUS
CRESTLINE
CHIATFIELD
SHELBY
WILLARD
BELLEVUE
BLOOMINGVILLE
NORWALK
ASHLAND
WAKEMAN
MANSFIELD
BELLVILLE
BUTLER
LUCAS
LEXINGTON
RITTMAN
MANSFIELD
MANSFIELD
MANSFIELD
SAVANNAH
GREENWICH
REDHAW
ASHLAND
HAYESVILLE
LAKEVILLE
POLK
PERRYSVILLE
NEW LONDON
BIRMINGHAM
AMHERST
AMHERST
BERLIN HEIGHTS
OBERLIN
ELYRIA
ELYRIA
CONGRESS
BURBANK
CRESTON
HOMERVILLE
LODI

MDBROHXA
SEVLOHXA
SMVLOHXA
SPNCOHXA
STNGOHXA
WSLMOHXA
NSVLOHXA
BGPROHXA
APCKOHXA
FRBGOHXA
SIIRVOHXA
WSTROHXA
AVLKOHXA
AVONOHXA
AVONOHXB
BEREOH23
BKPKOH26
BKPKOH97
CLEVOH25
CLEVOH63
VLCYOHXA
BRWKOHXA
GFTNOHXA
MEDNOHXB
SHCTOHXA
WSWOOHXA
RCFDOHXA
IINCKOHXA
RCFDOHXA
CNFLOH01
DLTNOH82
MNC SOH88
MRVLOHXA
MSLNOH02
ORVLOHXA
RTMNOHXA
DYTWOHXA
DYTWOHXA
BLVROHXA
BRWSOHXA
KDRNOHXA
NVRROH87
STBGOHXA
MTRSOHXA
AKRNOH25
AKRNOH72

WOOSTER
SEVILLE
SMITHVILLE
SPENCER,OH
STERLING
WEST SALEM
NASHVILLE
BIG PRAIRIE
APPLE CREEK
FREDERICKSBURG
SHREVE
GLENMONT
AVON LAKE
AVON
AVON
BEREA
CLEVELAND
CLEVELAND
CLEVELAND
CLEVELAND
VALLEY CITY
BRUNSWICK
GRAFTON
MEDINA
SHARON CENTER
WADSWORTH
RICHFIELD
HINCKLEY
RICHFIELD
CANAL FULTON
DALTON
MANCHESTER(SUMMIT CO)
MARSHALLVILLE
MASSILLON
ORRVILLE
RITTMAN
DOYLESTOWN
DOYLESTOWN
BOLIVAR
WILMOT
KIDRON
NAVARRE
STRASBURG
MONTROSE(SUMMIT CO)
GREENSBURG
AKRON

AKRNOH86
BRTNOH74
BRTNOH82
CVTPOH02
CYFLOH92
CLEVOH45
CHFLOH24
BCVLOH52
BCWDOH46
BDFROH23
CLEVOH42
CLEVOH43
CLEVOH53
CLEVOH62
CLEVOH64
CLEVOH74
CLHGOH32
HTVLOH02
AKRNOH78
CNTNOH45
GNBGOH89
MGDROH62
NCTNOH49
NINDOH48
PRHGOH47
PNSLOHXA
UNTWOH69
KENTOH67
STOWOH68
TLMDOH63
HDSNOHXA
PNSLOHXA
HDSNOHXA
MGNLOH86
NWPFOHXA
AURROHXA
BRTOOH83
GRVLOHXA
MNTUOH27
STBOOH62
WNHMOHXA
NBENOHXA
ALNCOH82
ECTNOH48
ERCHOHXA
LSVLOH87

AKRON
AKRON
AKRON
AKRON
CLEVELAND
CHAGRIN FALLS
BRECKSVILLE
TERRACE
BEDFORD
CLEVELAND
CLEVELAND
CLEVELAND
CLEVELAND
CLEVELAND
CLEVELAND
CLEVELAND
CLEVELAND
HARTVILLE
AKRON
CANTON
GREENSBURG
MOGADORE
NORTH CANTON
CANTON
CANTON
PENINSULA
UNIONTOWN
KENT,OH
AKRON
AKRON
NORTHFIELD
PENINSULA
NORTHFIELD
MAGNOLIA-WAYNESBURG
NEW PHILADELPHIA
AURORA
BURTON
GARRETTSVILLE
MANTUA
KENT,OH
WINDHAM
NORTH BENTON
ALLIANCE
CANTON
EAST ROCHESTER
LOUISVILLE

MRBOOH93
NGTWOHXA
PARSOHXA
SBNGOH93
ATWROH94
LKMLOHXA
RTTWOH32
RVNNOH02
WYLDHXA
WRRNOHXA
NWFLOHXA
BRCTOHXA
LRTWOHXB
LVBGOHXA
NJSNOH53
LSBNOH42
HVTNOHXA
POLDOH75
CLBNOH48
CNFDOH02
DMSCOHXA
LTNAOH02
NLIMOH54
NWMLOH54
NWWTOH45
SALMOH33
WINOOHXA
BIVLOHXA
BRFDOH44
HBRDOH02
LRTPOH75
NILSOH65
WRRNOHXB
WRRNOHXF
WRRNOHIXG
YNTWOH79
BDMNOH75
LLVLOH53
STRTOH75
YNTWOH74
YNTWOH78
RGRSOH22
ELVROH38
EPLSOH42
SNDSOH62
OLFLOH23

MARLBORO
NORTH GEORGETOWN
PARIS
SEBRING
ATWATER
LAKE MILTON
ROOTSTOWN
RAVENNA
WAYLAND
CORTLAND
NEWTON FALLS
BERLIN CENTER
WARREN
WARREN
NORTH JACKSON
LISBON
HANOVERTON
YOUNGSTOWN
COLUMBIANA
CANFIELD
DAMASCUS
LEETONIA
NORTH LIMA
NORTH LIMA
NEW WATERFORD
SALEM
WINONA
BRISTOLVILLE
SHARON,OH
HUBBARD
GIRARD
NILES
WARREN
WARREN
WARREN
YOUNGSTOWN
YOUNGSTOWN
LOWELLVILLE,OH
YOUNGSTOWN
EAST LIVERPOOL
GIRARD
ROGERS
EAST LIVERPOOL
EAST PALESTINE,OH
SANDUSKY
OLMSTED FALLS

PNVLOH35
RKRVOH33
SCLDOH72
SECL0H38
SGVLOH23
SHHGOH92
SHLKOHXA
SOLNOH24
ELYROI1XD
HIRMOHXA
TWBGOHXA
WRRNOH1XE
ELYROHXA
VRMLOHXA
ELYROHXB
ELYROH1XE
NRFDOHXA
PARMOH88
WLGHOH94
WSLKOH87
BNBGOHXA
RSSLOHXA
CHRD0HXA
MDSNOHXA
MLFDOHXC
PRRYOHXA
NLBGOHXA
RCWDOHXA
MGSP0I1XA
MYVIOHXA
OSTROHXB
PRSP0I1XA
RDNROHXA
RTHBOHXA
RYMNOHXA
YRCTOHXA
GRCMOHXA
LARUOHXA
MARNOHXC
MRRLOHXA
KLBROHXA
MARNOH1XB
WALDOHXA
MLCTOHXA
LONDOH85
PLWDOH1XA

PAINESVILLE
CLEVELAND
CHESTERLAND
CLEVELAND
STRONGSVILLE
CLEVELAND
LORAIN
CHAGRIN FALLS
ELYRIA
HIRAM
TWINSBURG
WARREN
ELYRIA
VERMILION
ELYRIA
ELYRIA
NORTHFIELD
VICTORY
WILLOUGHBY
NORTH EATON
BAINBRIDGE(GEAUGA CO)
RUSSELL
CHARDON
MADISON
MIDDLEFIELD
PERRY
NORTH LEWISBURG
RICHWOOD
MAGNETIC SPRINGS
MARYSVILLE
OSTRANDER
PROSPECT
RADNOR
RATHBONE
RAYMOND
YORK CENTER
GREEN CAMP
LA RUE
MARION
MORRAL
KILBOURNE
MARION
WALDO
MILFORD CENTER
LONDON
RESACA

SDLI0H87
NWRMOH66
HLRDOH87
HRBGOH87
MTSTOIXA
PNCYOHXA
WJSNOH87
CHSDOHXA
DBLNOH89
DLWROHXA
WOTNOH88
CLMBOH29
CLMBOH11
CLMBOH23
CLMBOH25
CLMBOH26
CLMBOH27
CLMBOH44
CLMBOH47
GVCYOH87
UPAROH45
UPAROH48
ASHYOHXA
SNBYOHXB
CRTOOHXA
ALXNOHXA
CNBGOHXA
JHTWOHXA
NVALOH85
PTSKOHXA
WEVLOH88
GRVIOHXA
GRVIOHXA
CLMBOH86
HBRNOHXA
MLPTOHXA
PSVLOHXA
RUVLOH53
THVLOH24
NWRKOHXD
HETHOHXA
FRTWOHXA
NWRKOHXB
MTVROHXA
UTICOHXA
STLSOHXA

SEDALIA
ALTON
HILLIARD
HARRISBURG
MOUNT STERLING
PLAIN CITY
WEST JEFFERSON
CHESHIRE CENTER
DUBLIN
MARION
WORTHINGTON-ATT
COLUMBUS
COLUMBUS
COLUMBUS
COLUMBUS
COLUMBUS
COLUMBUS
GAHANNA
GROVE CITY
COLUMBUS
COLUMBUS
ASHLEY
SUNBURY
CROTON
ALEXANDRIA
CENTERBURG
JOHNSTOWN
NEW ALBANY
PATASKALA
COLUMBUS
GRANVILLE
GRANVILLE
REYNOLDSBURG
HEBRON
MILLERSPORT
PLEASANTVILLE
RUSHVILLE
THORNVILLE
NEWARK
NEWARK
FREDERICKTOWN
NEWARK
MOUNT VERNON
UTICA-HOMER
ST LOUISVILLE

NWRKOHXB
NWRKOHXC
MDVLOH94
BMBGOH43
JFVLOH42
NHLDOH49
WACHOH33
CRVLOHXA
WLPTOHXB
AHVLOHXA
AMDAOHXA
CNWIOH83
CRRLOH75
LCKBOH49
BLTMOHXA
LNCSOH65
BRMNOHXA
DANKOHXA
GMBROHXA
MRBGOHXA
HNVROHXA
NWRKOHXA
NWRKOHXD
GRTTOHXA
HNVROHXA
STLSOHXA
GRTTOHXA
EGTNOHXA
FLRDOHXA
JEWLOHXA
NEY OHXA
NPLNOHXA
GRTNOHXA
EVPTOHXA
CDWROHXA
OHCYOHXA
WBSHOHXA
WLSHOHXA
SCITOHXA
ATWPOHXA
CNVYOHXA
PAYNOHXA
VNWROHXA
PLNGOHXA
PLNGOHXA
CELNOHXA

NEWARK
NEWARK
MILLEDGEVILLE
BLOOMINGBURG
JEFFERSONVILLE
NEW HOLLAND
WASHINGTON COURT HOUSE
CIRCLEVILLE
WILLIAMSPORT
ASHVILLE
AMANDA
GROVEPORT
CARROLL
LOCKBOURNE
BALTIMORE
LANCASTER
BREMEN
DANVILLE
GAMBIER
MARTINSBURG
HANOVER
FULTONHAM
NEWARK
GRATIOT
HANOVER
ST LOUISVILLE
GRATIOT
EDGERTON
FLORIDA
JEWELL
NEY
NAPOLEON
GRELTON-MALINTA
EVANSPORT
COLDWATER
OHIO CITY
WABASH
WILLSHIRE-WREN
SCOTT
ANTWERP
CONVOY
PAYNE
VAN WERT
PAULDING
PAULDING
CELINA

MRSTOHXA
BRYNOHXA
DFNCOHXA
SHWDOHXA
OTVLOHXA
DLPHOHXA
MDPNOHXA
MNDNOHXB
SNVLOHXA
VNDCOHXA
OTVLOHXA
OTVLOHXA
CODLOHXA
ARTHOHXA
OKWDOHXA
AYVLOHXA
AYVLOHXA
CODLOHXA
WPKNOHXA
MNSTOHXA
BCLDOHXA
NWBMOHXA
NWKNOHXA
STMYOHXA
CRIDOHXA
WPKNOHXA
CRIDOHXA
GLNDOHXA
CNTLOHXA
MLLCOHXA
GLNDOHXA
KALDOHXA
NRCKOHXA
NWBVOHXA
NWBVOHXA
KALDOHXA
NWBVOHXA
CARAOHXA
ELIDOHXA
FTJNOHXA
VGVLOHXA
VGVLOHXA
FTJNOHXA
FTRCOHXA
GOMROHXA
HCVLOHXA

MARIA STEIN
BRYAN
DEFIANCE
SHERWOOD
OTTOVILLE
DELPHOS
MIDDLE POINT
MENDON
SPENCERVILLE
VENEDOCIA
OTTOVILLE
OTTOVILLE
CLOVERDALE
ARTHUR
OAKWOOD
AYERSVILLE
AYERSVILLE
CLOVERDALE
PAYNE
MINSTER
BUCKLAND
NEW BREMEN
NEW KNOXVILLE
ST MARYS
CRIDERSVILLE
PAYNE
CRIDERSVILLE
GLANDORF
CONTINENTAL
MILLER CITY
GLANDORF
KALIDA
NORTH CREEK
NEW BAVARIA
NEW BAVARIA
KALIDA
NEW BAVARIA
CAIRO
ELIDA
DELPHOS
VAUGHNSVILLE
VAUGHNSVILLE
DELPHOS
FORT RECOVERY
GOMER
HICKSVILLE

LIMAOHXB
RCFROHXA
BNRGOHXA
GVHLOHXA
JENROHXB
OTWAOHXA
PNDROHXA
RWSNOHXB
BNRGOHXA
BNRGOHXA
BNRGOHXA
LFYTOHXA
LIMAOHXA
WMNSOHXA
WYFDOHXA
HLGTOHXA
LPSCOHXA
MCCMOHXB
VNBROHXA
KNTNOHXA
KNTNOHXA
HRPSOHXA
NEVDOHXA
UPSNOH29
MHVLOHXA
MTBLOHXB
VANLOHXA
WHTNOHXB
SYCMOHXA
SYCMOHXA
FSTAOH43
NWRGOH59
TFFNOH44
ADA OHXA
ALGROHXA
BFTNOHXA
BVRDOHXA
CMGVOHXA
DNKROHXA
FORSOHXA
CARYOHXA
ARCDOHXA
ARTNOHXA
BSVI.OHXA
FNDYOH42
OKLNOHXA

LIMA
ROCKFORD
BENTON RIDGE
GROVER HILL
JENERA
OTTAWA
GILBOA
RAWSON
BENTON RIDGE
BENTON RIDGE
BENTON RIDGE
LAFAYETTE
VAN WERT
WESTMINISTER
WAYNESFIELD
HOLGATE
LEIPSIC
MCCOMB
VAN BUREN
KENTON
KENTON
HARPSTER
NEVADA
UPPER SANDUSKY
MCCUTCHEENVILLE
MOUNT BLANCHARD
VANLUE
WHARTON
SYCAMORE
SYCAMORE
FOSTORIA
NEW RIEGEL
TIFFIN
ADA
ALGER
BLUFFTON
BEAVERDAM
COLUMBUS GROVE
DUNKIRK
FOREST
CAREY
ARCADIA
ARLINGTON
BETTSVILLE
FINDLAY
OKOLONA

RGCROHXA
FRVWOHXA
MRTWOHXA
FRVWOHXA
MRTWOHXA
BRLOHXA
MNJTOH53
SBVIOH26
SBVIOH28
SCVIOH69
TLVLOHXA
TOROOH53
MTPLOHXA
EDONOHXA
FYTTOHXA
CHFDHXA
MCCROHXA
GDRPOHXA
MTMOOHXA
DELTOHXA
ELMROHXA
FRMTOH33
GBBGOHXB
GENOOHXA
HLNAOHXA
CONYOHXA
MOLNOHXA
HLLDOH11
HSKNOHXB
LBCTOHXA
LCKYOHXA
LYNSOHXA
MAUMO111
LNDSOH66
CTISOHXA
CRTCOHXA
MRBLOHXA
ARCHOHXA
NBLTOHXA
RSNGOHXA
GRSPOHXA
WAYNOHXA
BMDLOHXA
BWLGOHXA
CYGTOHXA
CLYDOHXA

WAUSEON
FAIRVIEW
MORRISTOWN
FAIRVIEW
MORRISTOWN
BRILLIANT
MINGO JUNCTION
STEUBENVILLE
STEUBENVILLE
ST CLAIRSVILLE
TILTONSVILLE
TORONTO
MONTPELIER
EDON
FAYETTE
CHESTERFIELD
MCCLURE
GRAND RAPIDS
METAMORA
DELTA
ELMORE
FREMONT
GIBSONBURG
GENOA
HELENA
COONEY
MOLINE
HOLLAND
HASKINS-TONTOGANY
LIBERTY CENTER
LUCKEY
LYONS
MAUMEE
LINDSEY
PORT CLINTON
CURTICE-OREGON
MARBLEHEAD
ARCHBOLD
NORTH BALTIMORE
RISINGSUN
GREEN SPRINGS
WAYNE-BRADNER
BLOOMDALE
BOWLING GREEN
CYGNET
CLYDE

PINROHXA
STRYOHXA
WUNTOHXA
MCCROHXA
WTVLOHXA
SYVNOHXB
RCCTOHXA
SWTNOHXA
SYVNOHXA
TOLDOH38
ORGNOH69
PMVLOHXB
PRBGOH14
PRBGOH66
PRTGOHXA
STRGOHXA
TOLDOH21
WSTNOHXA
PTBYOHXA
OKHROHXB
TOLDOH47
TOLDOH53
WASNOHXA
WHHSOH87
TOLDOH72
TOLDOH40
PCTNOHXA
PCTNOHXB
WDVLOHXA
DRSDOH75
ADVLOHXA
ZNVLOH45
BYVLOHXA
CMBROHXB
NWCNOHXA
RSVLOH69
LTHCOHXA
CLWLOHXA
LWLLOHXA
MRTTOH37
OLWSOHXA

PIONEER
STRYKER
WEST UNITY
MCCLURE
WATERVILLE
SYLVANIA
RICHFIELD CTR-BERKEY
SWANTON
SYLVANIA
TOLEDO
TOLEDO
PEMBERVILLE
PERRYSBURG
TOLEDO
PORTAGE
STONY RIDGE
TOLEDO
WESTON
PUT-IN-BAY
OAK HARBOR
TOLEDO
TOLEDO
WAUSEON
WHITEHOUSE
TOLEDO
TOLEDO
PORT CLINTON
PORT CLINTON
WOODVILLE
DRESDEN
ADAMSVILLE
ZANESVILLE
BYESVILLE
CAMBRIDGE
NEW CONCORD
ROSEVILLE
LITTLE HOCKING
CALDWELL
LOWELL
IRONTON
OLD WASHINGTON

EXHIBIT J

FCC-Approved Compliance Plan



PUBLIC NOTICE

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

News Media Information 202 / 418-0600
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 12-1286

Release Date: August 8, 2012

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

WC Docket Nos. 09-197 and 11-42

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

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

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

² 47 U.S.C. § 214(e)(1)(A).

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

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

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

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

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

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

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

- FCC -

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

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

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

APPENDIX

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

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

WASHINGTON HARBOUR, SUITE 400

3050 K STREET, NW

WASHINGTON, D.C. 20007-5108

(202) 342-8400

NEW YORK, NY
LOS ANGELES, CA
CHICAGO, IL
STAMFORD, CT
PARSIPPANY, NJ

BRUSSELS, BELGIUM

AFFILIATE OFFICES
MUMBAI, INDIA

FACSIMILE

(202) 342-8451

www.kelleydrye.com

DIRECT LINE: (202) 342-8544

EMAIL: jheilmann@kelleydrye.com

July 26, 2012

VIA ECFS

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

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

Dear Ms. Dortch:

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

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

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

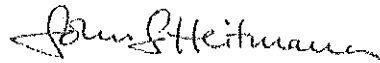
¹ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further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

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
July 26, 2012
Page Two

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John J. Heitmann". The signature is fluid and cursive, with a large initial "J" and "H".

John J. Heitmann
Joshua T. Guyan

Counsel to TAG Mobile, LLC

cc: Kim Scardino
Divya Shenoy
Garnet Hanly

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

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

TAG MOBILE, LLC COMPLIANCE PLAN

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

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

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

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

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

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

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

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

ACCESS TO 911 AND E911 SERVICES⁵

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

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

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

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

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

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

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁷

A. Policy

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

⁷ See Compliance Plan Public Notice at 3.

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

B. Eligibility Determination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Subscriber Certifications for Enrollment

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

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

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

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

¹⁷ See Income Eligibility Worksheet, included as Exhibit C.

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

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

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

¹⁸ See *Lifeline Reform Order*, ¶ 123.

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

²⁰ See section 54.405(c).

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

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

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

²¹ See *Lifeline Reform Order*, ¶ 257.

²² See *Lifeline Reform Order*, ¶ 87.

²³ See section 54.410(d)(2).

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

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

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

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

D. Annual Verification Procedures

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

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

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

²⁶ See *Lifeline Reform Order*, ¶ 120.

²⁷ See *Lifeline Reform Order*, ¶ 145.

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

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

E. Activation and Non-Usage

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

²⁸ See *id.*, ¶ 130.

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

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

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

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

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

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

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

F. Additional Measures to Prevent Waste, Fraud and Abuse

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

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

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

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

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

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

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

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

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

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

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

³⁵ See *id.*, ¶ 78.

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

³⁷ See *Lifeline Reform Order*, ¶ 89.

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

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

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

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

³⁹ *Id.*

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

G. Company Reimbursements From the Fund

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

II. Annual Company Certifications

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

⁴⁰ *Id.*

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

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

⁴³ *See id.*

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

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

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

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

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

⁴⁶ See section 54.416(a)(3).

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

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

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

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

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

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

I. Cooperation with State and Federal Regulators

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

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

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

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

⁵⁴ See section 54.405(e)(1).

II. Description of Lifeline Service Offerings⁵⁵

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

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

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

⁵⁵ See Compliance Plan Public Notice at 3.

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

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

⁵⁸ Available on phones with data capabilities.

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

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

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

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

⁵⁹ See Compliance Plan Public Notice at 3.

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

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

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

⁶¹ Compliance Plan Public Notice at 3.

⁶² 47 C.F.R. § 54.202(a)(1).

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

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

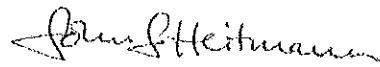
Finally, TAG will not provide toll limitation service ("TLS"), which allows low income consumers to avoid unexpected toll charges. However, since TAG is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their pre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

⁶³ See *Lifeline Reform Order*, ¶ 230.

IV. Conclusion

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

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan
Kelley Drye & Warren, LLP
3050 K Street, NW
Suite 400
Washington, D.C. 20007
(202) 342-8544

Counsel to TAG Mobile, LLC

July 26, 2012

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/11/2014 12:51:52 PM

in

Case No(s). 14-1595-TP-UNC

Summary: Application electronically filed by Mrs. Janet Brown on behalf of TAG Mobile, LLC