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November 20, 2023

Via Electronic Filing

Shonda D. Green
Department Secretary
Massachusetts Department of Telecommunications and Cable
1000 Washington Street
Suite 600
Boston, MA 02118-6500

RE: D.T.C. 13-1; Telrite Corporation d/b/a Life Wireless Compliance Filing

Dear Ms. Green:

Telrite Corporation d/b/a Life Wireless submits the attached Compliance Filing. Please contact Telrite's undersigned counsel with any questions regarding this submission.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Debra McGuire Mercer", written in a cursive style.

Debra McGuire Mercer

Counsel for Telrite Corporation

**BEFORE THE
MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

Petition of Telrite Corporation d/b/a)	
Life Wireless for Limited Designation as)	D.T.C. 13-1
a Lifeline-Only Eligible)	
Telecommunications Carrier)	

COMPLIANCE FILING

Telrite Corporation d/b/a Life Wireless (“Telrite” or the “Company”), in accordance with the Order Approving Petition issued by the Department of Telecommunications and Cable on September 28, 2023, submits the following information:

1. Lifeline application form that it will use for consumers in Massachusetts – In accordance with 47 C.F.R. § 54.410(d), Telrite will rely on the Universal Service Administrative Company (“USAC”) standard application and certification form. A copy of the Lifeline Application is provided as Exhibit 1.
2. Copies of all advertising and marketing materials that it plans to use in Massachusetts – See Exhibit 2.
3. The Company’s rates, terms and conditions of service, applicable to qualifying Lifeline service customers – See Exhibit 3.
4. Contact information for its customer service designee

Leah Gsell
Director of Compliance
(770) 818-5341
Leah.Gsell@telrite.com
5. The Company’s proposed methods and timing of annual Lifeline recertifications and a sample Lifeline recertification notice - Section 7 of Telrite’s Terms and Conditions of Lifeline Service states: “A subscriber participating in the Life Wireless Lifeline program will be required to recertify, on an annual basis, the subscriber’s eligibility to continue to participate in

the Lifeline program based on the appropriate state and federal recertification or verification requirements (actual recertification, verification or termination may be conducted or facilitated by USAC).” In Massachusetts, USAC’s National Verifier is responsible for recertifying Lifeline subscribers’ eligibility on an annual basis and will provide Telrite with the results of its annual recertification efforts with respect to the Company’s subscribers. *See* 47 C.F.R. § 54.410(f). Therefore, Telrite is not required to establish methods and timing of annual Lifeline recertifications and does not send recertification notices to its subscribers.

Respectfully submitted,



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Counsel for Telrite Corporation

November 20, 2023

Exhibit 1

Lifeline Program Application Form



Universal Service
Administrative Co.

1. About Lifeline

Lifeline is a Federal Communications Commission (FCC) program that provides a monthly phone or internet service discount for qualifying low-income consumers.

Rules

If you qualify, your household can receive a monthly Lifeline benefit of up to \$9.25 to lower the costs of phone or internet service and up to \$34.25 for qualifying households on Tribal lands.

- If you get Lifeline for phone service, you can get the benefit for one mobile phone or one home phone, but not both.
- If you get Lifeline for internet service, you can get the benefit for your mobile phone or your home connection, but not both.
- If you get Lifeline for bundled phone and internet service, you can get the benefit for your mobile phone bundled service or your home bundled service, but not both.

Your household cannot get Lifeline from more than one phone or internet company. You are only allowed to get one Lifeline benefit per household, **not per person**.

What is a household?

A household is a group of people who live together and share income and expenses (even if they are not related to each other). Complete the Lifeline household worksheet to determine if more than one qualifying household is located at your address. If more than one person in your household participates in Lifeline, you are breaking the FCC's rules and will lose your benefit.

Do not give your benefit to another person

Lifeline is non-transferable. You cannot give your Lifeline benefit to another person, even if they qualify.

Be honest on this form

You must give accurate and true information on this form and on all Lifeline-related forms or questionnaires. If you give false or fraudulent information, you will lose your Lifeline benefit (i.e., de-enrollment or being barred from the program) and the United States government can take legal actions against you. This may include (but is not limited to) fines or imprisonment.

You may need to show other documents

If the Lifeline Program Administrator is not able to validate that you or someone in your household qualify by checking available electronic resources (including eligibility databases for the FCC's government agency partners), you may need to provide additional documents. For example, you may need to provide an official document that proves your participation in a qualifying government assistance program, your income, or your identity. Please include copies of your proof documentation when you submit your application to speed up processing time.

Apply

To apply for a Lifeline benefit, fill out the required sections of this form, initial every agreement statement, and sign on page 6. You can also apply online at **LifelineSupport.org** for fastest processing.

Mail the form to this address:

**USAC
Lifeline Support Center
P.O. Box 9100
Wilkes-Barre, PA 18773**



**Universal Service
Administrative Co.**

2a. Your Information

All fields are required unless indicated. Use only CAPITALIZED LETTERS and black ink to fill out this form.

What is your full legal name?
 The name you use on official documents, like your Social Security Card or State ID. Not a nickname.

Middle (optional) Suffix (optional)

Last

What is your phone number (if you have one)?

What is your date of birth?

Month
Day
Year

What is your email address (if you have one)?

What are the last 4 numbers of your Social Security Number (SSN)?

If you do not have a SSN, what is your Tribal Identification Number?

What is the best way to reach you?

☐ email

☐ phone*

☐ text message*

☐ mail

*If I selected the phone or text option, I consent to let USAC contact me at my Lifeline phone number for important reminders and updates to my Lifeline service.

If I selected the text message option, message and data rates may apply.

Text STOP to end messages.



2b.
Your
Information
(continued)

A map of qualifying Tribal lands is available on USAC's website:
https://www.lifelinesupport.org/wpcontent/uploads/documents/get-lifeline/fcc_tribal_lands_map.pdf

What is your home address? (The address where you will get service. Do not use a P.O. Box)

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Street Number and Name

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Apt., Unit, etc. City

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State Zip Code

Is this a temporary address? ☐ Yes ☐ No Check if you live on Tribal lands* ☐

What is your mailing address? (Only fill this out if it is not the same as your home address.)

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Street Number and Name

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Apt., Unit, etc. City

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State Zip Code



**Universal Service
Administrative Co.**

2c.
Your
Information
(continued)

Only fill this section out if you are applying through a child or dependent.

☐ Check if you are qualifying through a child or dependent in your household.
If so, answer the following questions:

What is their full legal name?

Middle (optional) Suffix (optional)

Last

What is their date of birth?

Month Day Year

What are the last 4 numbers of their Social Security Number (SSN)?

If they do not have a SSN, what is their Tribal Identification Number?

Lifeline Program Application Form



Universal Service
Administrative Co.

3. Qualify for Lifeline

Fill out this section to show that you, your dependent, or someone in your household qualifies for Lifeline.

You can qualify through certain government assistance programs or through your income (you do not need to qualify through both).

When you mail this form, **please include documents that show you participate in one of the programs you selected or that you qualify through your income.** A list of acceptable documents is available at LifelineSupport.org

Qualify through a government program:

Check all programs that you or someone in your household have:

- ☐ Supplemental Nutrition Assistance Program (SNAP) (Food Stamps)
- ☐ Supplemental Security Income (SSI)
- ☐ Medicaid
- ☐ Federal Public Housing Assistance (FPHA)
- ☐ Veterans Pension or Survivors Benefit Programs
- ☐ FEMA's Individuals and Households Program (IHP)

Tribal Specific Programs

- ☐ Bureau of Indian Affairs (BIA) General Assistance
- ☐ Tribal Temporary Assistance for Needy Families (Tribal TANF)
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Tribal Head Start (only households that meet the income qualifying standard)

Or

Qualify through your income:

(Only fill this out if you do not qualify through a government program.)

Including you, how many people live in your household? (check one)

Is your income the same or less than the amount listed for your state and household size?

(only check yes or no next to your household size)

	All 48 States, DC, and Territories (not Alaska and Hawaii)	Alaska	Hawaii		
<input type="checkbox"/> 1	\$19,683	\$24,584	\$22,640	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 2	\$26,622	\$33,264	\$30,618	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 3	\$33,561	\$41,945	\$38,597	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 4	\$40,500	\$50,625	\$46,575	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 5	\$47,439	\$59,306	\$54,554	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 6	\$54,378	\$67,986	\$62,532	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 7	\$61,317	\$76,667	\$70,511	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> 8	\$68,256	\$85,347	\$78,489	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> If more than 8, add this amount for each extra person:	Add \$6,939	Add \$8,681	Add \$7,979	<input type="checkbox"/> Yes	<input type="checkbox"/> No

135% of the 2023 Federal Poverty Guidelines

*The Federal Poverty Guidelines are typically updated at the end of January.

Lifeline Program Application Form



Universal Service
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4. Agreement

I agree, under
penalty of perjury,
to the following
statements:

*You must initial next to
each statement. If you fail
to initial each statement,
your application will be
considered incomplete.*

By providing a phone number,
you consent to letting USAC
contact you at that phone
number via artificial or
prerecorded voice message or
text for important reminders
and updates about your Lifeline
benefit. For text messages,
message and data rates may
apply. Text STOP to end messages.

Initial

I (or my dependent or other person in my household) currently get benefits from the government program(s) listed on this form or my annual household income is 135% or less than the Federal Poverty Guidelines (the amount listed in the Federal Poverty Guidelines table on this form).

Initial

I agree that if I move I will give my service provider my new address within 30 days.

Initial

I understand that I have to tell my service provider within 30 days if I do not qualify for Lifeline anymore, including:

- 1) I, or the person in my household that qualifies, do not qualify through a government program or income anymore.
- 2) Either I or someone in my household gets more than one Lifeline benefit (including more than one Lifeline broadband internet service, more than one Lifeline telephone service, or both Lifeline telephone and Lifeline broadband internet services).

Initial

I know that my household can only get one Lifeline benefit and, to the best of my knowledge, my household is not getting more than one Lifeline benefit.

Initial

I agree that all of the information I provide on this form may be collected, used, shared, and retained for the purposes of applying for and/or receiving the Lifeline Program benefit. I understand that if this information is not provided to the Lifeline Program Administrator, I will not be able to get Lifeline benefits. If the laws of my state or Tribal government require it, I agree that the state or Tribal government may share information about my benefits for a qualifying program with the Lifeline Program Administrator. The information shared by the state or Tribal government will be used only to help find out if I can get a Lifeline Program benefit.

Initial

All the answers and agreements that I provided on this form are true and correct to the best of my knowledge.

Initial

I know that willingly giving false or fraudulent information to get Lifeline Program benefits is punishable by law and can result in fines, jail time, de-enrollment, or being barred from the program.

Initial

My service provider may have to check whether I still qualify at any time. If I need to recertify (renew) my Lifeline benefit, I understand that I have to respond by the deadline or I will be removed from the Lifeline Program and my Lifeline benefit will stop.

The certification below applies to all consumers and is required to process your application.

Initial

I was truthful about whether or not I am a resident of Tribal lands, as defined in section 2 of this form.

Signature

Today's Date



5. Agent Information

Representatives who help consumers apply (such as phone or internet company agents, state and Tribal partners, etc.) are required to register in the Representative Accountability Database (RAD) and must enter their information in this section.

What is the agent's full legal name?
The name you use on official documents, like your Social Security Card or State ID. Not a nickname.

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Middle (optional)

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Suffix (optional)

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Last

What is the agent's Representative ID number?

--	--	--	--	--	--	--	--	--	--	--

What is the agent's date of birth?

--	--

Month

--	--

Day

--	--	--	--

Year

Lifeline Program Application Form



Universal Service
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Notice

PAPERWORK REDUCTION ACT NOTICE: Section 54.410 of the Federal Communications Commission's rules requires all Lifeline subscribers to demonstrate their eligibility to receive Lifeline services. This collection of information stems from the FCC's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. §254. Using this authority, the FCC has designated USAC as the permanent Lifeline Administrator. The FCC has published rules detailing how consumers can qualify for Lifeline services and what Lifeline services they may receive (47 CFR §54.400 et seq.). The data provided in response to this information collection will be used by USAC to verify the applicant's eligibility for Lifeline services.

We have estimated that each response to this collection of information will take, on average, between 0.25 and 0.75 hours. Our estimate includes the time to read the questions, look through existing records, gather the required data, and actually complete and review the form or response. If you have any comments on this estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, OMD-PERF, Paperwork Reduction Project (3060-0819), Washington, D.C. 20554. We also will accept your comments via the Internet if you send them to PRA@fcc.gov. Please DO NOT SEND COMPLETED DATA COLLECTION FORMS TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid Office of Management and Budget (OMB) control number. This collection has been assigned an OMB control number of 3060-0819.

The Commission is authorized under the Communications Act of 1934, as amended, to collect the information we request on this form. If we believe there may be a violation or potential violation of a statute or a Commission regulation, rule, or order, your response may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation, or order. In certain cases, the information in your form may be disclosed to the Department of Justice, court, or other adjudicative body when (a) the Commission; (b) any employee of the Commission; or (c) the United States government, is a party to a proceeding before the body or has an interest in the proceeding.

If you do not provide the information we request on this form, you will not be eligible to receive Lifeline services under the Lifeline Program rules, 47 C.F.R. §§ 54.400-54.423.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, P.L. No. 104-13, 44 U.S.C. § 3501, et seq.

PRIVACY ACT STATEMENT: The Privacy Act is a law that requires the Federal Communications Commission (FCC) and the Universal Service Administrative Company (USAC) to explain why we are asking individuals for personal information and what we are going to do with this information after we collect it.

Authority: Section 254 of the Communications Act (47 U.S.C. § 254), as amended, 47 U.S.C. §254, authorizes the FCC to operate the Lifeline program. Using this authority, the FCC has designated USAC as the permanent Lifeline Administrator. The FCC has published rules detailing how consumers can qualify for Lifeline services and what Lifeline services they may receive (47 CFR §54.400 et seq.).

Purpose: We are collecting this personal information so we can verify that you qualify for the Lifeline Program and so we can efficiently provide Lifeline services to you. We access, maintain and use your personal information in the manner described in the Lifeline System of Records Notice (SORN), FCC/WCB-1, is available at <https://www.fcc.gov/managing-director/privacytransparency/privacy-act-information#systems/>.

Routine Uses: We may share the personal information you enter into this form with other parties for specific purposes, such as: with contractors that help us operate the Lifeline program; with other federal and state government agencies that help us determine your Lifeline eligibility; with the telecommunications companies that provide you Lifeline service; and with law enforcement and other officials investigating potential violations of Lifeline rules.

A complete listing of the ways we may use your information is published in the Lifeline SORN described in the "Purpose" paragraph of this statement.

Disclosure: You are not required to provide the information we are requesting, but if you do not, you will not be eligible to receive Lifeline services under the Lifeline Program rules, 47 C.F.R. §§ 54.400-54.423.

Exhibit 2



Life Wireless

Sponsored · 



Get **FREE** Unlimited Talk, Text & Data through the Federal Lifeline and Affordable Connectivity Program. Click below to learn more. LIFE WIRELESS™ is a Lifeline supported wireless service provided by TELRITE Corporation.

A smiling woman with dark curly hair, wearing a light blue sleeveless shirt, holding a smartphone. The background is a bright, sunny outdoor scene.

 **Life wireless**

FREE
UNLIMITED
TALK, TEXT, DATA,
HOTSPOT
&
SMARTPHONE

**GOVERNMENT
BENEFIT PROGRAM**

lifewireless.com

**FREE Unlimited Talk, Text
& Data**

[Learn more](#)



Like



Comment



Share

Exhibit 3



(<https://www.lifewireless.com>).

TERMS AND CONDITIONS

TERMS AND CONDITIONS

By using Life Wireless Services and Devices, you are bound to the following:

- (1) the Terms and Conditions, including the binding arbitration clause;
- (2) the terms and conditions associated with your Service Plan and Devices;
- (3) the Life Wireless Privacy Policy (<https://www.lifewireless.com/privacy>), and
- (4) any other policies incorporated into this Agreement by reference.

PLEASE READ THESE Terms and Conditions carefully and make sure you understand each provision as they contain important information about the services provided to you and our use of certain information. These Terms and Conditions require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions. These Terms and Conditions limit our liability and the remedies available to you in the event of a dispute.

California residents should read the California Terms and Conditions instead of these Terms and Conditions Terms and Conditions (<https://www.lifewireless.com/CA/tos>).

I .GENERAL TERMS AND CONDITIONS

1. **GENERAL:** “Life Wireless” or “we,” “us” or “our” refers to Telrite Corporation d/b/a Life Wireless. “You,” “your,” “applicant,” “customer,” “subscriber,” “participant,” and “user” refer to an account holder or authorized user of our Services or Devices. “Services” means voice telephony, text messaging, broadband Internet access services, applications, including Life Wireless-branded Preinstalled Applications, and any other services provided to you by Life Wireless. “Device” means any phone, device, accessory, or other product provided or sold to you by Life Wireless or that is activated or used with your Services. These Terms and Conditions are an agreement between Life Wireless and you under which we provide and you accept our Services and/or Devices (“Agreement”). **YOU ACCEPT THIS AGREEMENT WHEN YOU: (A) ATTEMPT TO OR IN ANY WAY ACTIVATE AND/OR USE THE SERVICES, (B) PAY FOR ANY SERVICES, (C) UPGRADE OR MODIFY THE SERVICES, (D) START ANY APPLICATION, PROGRAM, OR SOFTWARE THAT STATES YOU ARE ACCEPTING THE SERVICES, OR (E) ACCEPT THE SERVICES OR AGREEMENT THROUGH ANY WRITTEN, ORAL, OR ELECTRONIC STATEMENT OR SIGNATURE.** You must be 18 years or older to use Life Wireless Services.
2. **CHARGES:** You are responsible for paying all charges for or resulting from usage of the Services provided under this Agreement, less any subsidies for which you are eligible.

Charges may include, without limitation: voice call minutes of use ("MOUs"), amount of text messages, data usage, roaming, recurring monthly service, activation, administrative, returned-payment and late payment charges; network and other surcharges; optional feature charges; toll, collect call, and directory assistance charges; any other charges or calls charged to your phone number; and all applicable taxes, surcharges, and governmental fees, whether assessed directly upon you or upon Life Wireless. Taxes and governmental fees may be up to 10 % of your total bill. Your Service Plan describes the charges for your Services and your allotment of voice call MOUs, text messages, data, rates, coverage, and other terms. Any unused allotment of Services from one monthly period will not carry over to the next monthly period. Life Wireless may add its own charges to those charged by third parties. You agree to pay recurring charges in advance, and there is no proration of such charges. You agree to pay non-recurring charges at the time the charges are incurred.

a. Voice and Text Usage Charges: You agree to pay for all calls and SMS text messages to and from your Devices. MOUs and other measured voice usage ("Billable Time") are billed in full-minute increments and rounded up to the next full-minute increment at the end of each call for billing purposes. Additional charges may apply to obtain detailed information about your usage of services. Billable Time begins for outgoing calls the moment you initiate a call and for incoming calls the moment the signal connection from the caller is established with our facilities. Billable Time ends after you or the other party terminates the call, but not until the signal of the call disconnect is received and confirmed by our facilities. All outgoing calls for which we receive a signal that the call was answered or which have at least thirty (30) seconds of Billable Time shall incur a minimum charge for one MOU. We generally receive a signal that a call is answered when you accept the call, but a signal may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Billable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Billable Time may also occur from other uses of our facilities, including, but not limited to, voicemail deposits and retrievals, and call transfers. Except under unlimited plans and where otherwise noted, SMS text messages will be calculated for each incoming and outgoing text message.

b. Data Usage Charges: You agree to pay for all data usage from all data transmissions to and from your Devices, regardless of who initiates the transmissions. Data usage occurs whenever your device is connected to our network and is engaged in any data transmission, including, but not limited to: (i) sending or receiving email, documents, or other content, (ii) accessing websites, or (iii) downloading and using applications. Data may also be used (i) to access, transport, and route data on our network, (ii) from partial or interrupted downloads and resend requests caused by network errors, and (iii) data associated with unsuccessful attempts to reach websites or use applications. Some applications, content, programs, and software that you download or that comes pre-loaded on your device regularly and passively send and receive data transmissions to function properly, without you affirmatively initiating transmissions and without your knowledge. You will be billed for all data transport and usage when your device is connected to our network, including all active and passive usage, whether successful or not. Many Devices transmit and receive data without user intervention, when powered "on" outside the United States, Puerto Rico, and U.S. Virgin Islands, causing unexpected data usage. Life

Wireless may send “alerts” via SMS or email, to notify you of such data usage. These are courtesy alerts; there is no guarantee we will send them or that you will receive them. A data session initiated on our network will continue its connection over our network until the data transmission is concluded, even when you connect to a Wi-Fi network during the transmission. Based on a number of factors (e.g., the specific application, network performance, etc.) data usage will vary widely, even for the same activity. Estimates of data usage (e.g., the size of downloadable files) will not necessarily be an accurate predictor of actual usage. Data usage is billed in full-kilobyte increments and is rounded up to the next full-kilobyte increment at the end of each data session for billing purposes.

3. **DISHONORED FINANCIAL INSTRUMENTS AND LATE PAYMENT FEES:** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys’ fees, we incur in such collection efforts or the most allowed by law, whichever is less. We may also charge you fees when your payment are not made on or before your scheduled payment date.
4. **DEVICES:** We may provide you with a Device free of charge, offer you a Device to purchase, or allow you to use your own Device with our Services. Devices must be compatible with, and not interfere with, our Services, and must comply with all applicable laws, rules, and regulations. Devices may not be enabled for all Services and some Services may not work on some Devices. Devices designed only for accessing data services are not permitted with Life Wireless Services. At times we may remotely change your Device’s software, applications or programming, without notice, to address security, safety, or other issues that impact our network or your Device. These changes will modify your Device and may affect or erase data you have stored on your Device, how you have programmed your Device, or how you use your Device. While your Device is receiving a software update, whether by our action or yours, you may be unable to use it in any manner until the software update is complete, including to contact 911 or other emergency services. If we sell or otherwise provide you with a Device, your Device is subject to our [Device Unlocking Policy](https://www.lifewireless.com/unlocking). For information about our 14-day return policy for purchased Devices, please view our [tac.return_policy](https://www.lifewireless.com/returns).
5. **LOSS, THEFT, DAMAGE, OR DESTRUCTION OF DEVICES:** Upon accepting your Device, all risk of loss, theft, damage, or destruction of your Device is borne by you. In the event your free Device is lost, stolen, damaged, or destroyed, you may request a replacement through customer service in accordance with our [Free Phone Replacement Policy](https://www.lifewireless.com/returns).
6. **DEVICE AND EQUIPMENT REPLACEMENT POLICY:** Life Wireless will replace a defective Device with a new or refurbished Device free of charge and provide a recharge PIN to customers without unlimited plans. Devices damaged by the customer will be replaced at the customer’s expense. SIM cards, batteries, and chargers (collectively, “Accessories”) will be replaced in accordance with the following conditions:

Within 30 days of activation: Defective Accessories will be replaced free of charge. Accessories damaged by the customer will be replaced at the customer's expense.

31 days or more after activation: Accessories, whether defective or damaged by the customer, will be replaced for a flat fee of \$5.00.

Customers must mail defective or damaged Devices and Accessories to Life Wireless for inspection. Determinations of whether Devices and Accessories are defective or damaged by the customer will be made by Life Wireless, at its sole discretion. If Devices and Accessories are determined to be damaged by the customer, Life Wireless will place a notation in the customer's account and inform the customer, when the customer next contacts Life Wireless, that payment must be secured from the customer before replacement Devices and Accessories are shipped. To request replacement of a defective Device or Accessory, contact Life Wireless Customer Service by calling 1-888-543-3620 or dialing 611 on your Life Wireless cellular telephone. For more information about our replacement policy, please review our Free Phone Replacement Policy[Free Phone Replacement Policy](https://www.lifewireless.com/returns).

7. **PREINSTALLED APPLICATIONS:** To enhance your Life Wireless experience, Life Wireless has partnered with some third-party application developers to preinstall certain applications on our Devices. These applications may be branded as Life Wireless applications and will be on your device when you obtain it from Life Wireless. Life Wireless and our partners reserve the right to update, modify, or delete these apps at any time. Based on your interaction with these applications, Life Wireless may provide you with rewards, including free top-ups of voice minutes, text messages, or data; promotions and discounts; or other benefits. You may not be able to delete or replace these apps, but you are not required to use them. For more information about our data collection and use practices, including related to these apps, please review our [Privacy Policy](https://www.lifewireless.com/privacy) (<https://www.lifewireless.com/privacy>).

8. **AUTHORIZED USE OF OUR SERVICES AND DEVICES:** Life Wireless Services and Devices are provided only for personal, non-commercial uses within the United States. Prohibited uses include, but are not limited to: (a) reselling or leasing our Services; (b) using the Services or Devices to engage in unlawful activity, including, but not limited to, fraud, impersonation and infringement on our or any other person or entity's intellectual property rights; (c) using the Services or Devices to engage in conduct that adversely affects our customers, employees, business, or any other person; (d) using the Services or Devices to engage conduct that interferes with our Services, operations, network, reputation, or ability to provide quality Service, including, but not limited to, the generation or dissemination of viruses, malware, worms, Trojan Horses, time bombs, auto-responders, cancelbots, corrupted files, or "denial of service" attacks; (e) tampering, modifying, or reprogramming your Device; (f) using the Services or Devices to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos, music, or other files; (g) sending abusive or unsolicited communications, or any other mass or automated voice, text, or data communication for commercial or marketing purposes (e.g., spamming and telemarketing); (h) using the Services in connection with server devices or to operate a hosting service; (i) using applications that automatically consume unreasonable amounts of available network capacity, are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or are used in a way that degrades network

capacity or functionality; (j) installing, deploying, or using any regeneration equipment or similar mechanism (e.g., a repeater or signal booster) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal, unless authorized by Life Wireless; or (k) assisting or facilitating anyone else in any of the above activities. You are responsible for any use of the Services through any Device on your account including, but not limited to, use by minors. If your Device is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all charges. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

9. **UNLIMITED TALK AND TEXT ABUSE:** UNLIMITED DOES NOT MEAN UNREASONABLE USE. The Authorized Use policy sets forth in this Agreement applies to all Life Wireless plans, including plans with unlimited talk and text. If Life Wireless finds that you are using unlimited Services for anything other than personal, non-commercial use or in any other way that violates the Authorized Use policy, Life Wireless may, at its option, terminate your Services or change your plan to one with no unlimited Services. Life Wireless may provide notice that it intends to take any of these actions, and you may terminate the Agreement. Unlimited text plans only include SMS-based text messages within the United States.
10. **ACCOUNT ACCESS:** You authorize us to provide information about and to make changes to your account, including adding new services and features, upon the direction of any person able to provide information we deem sufficient to identify you. If you authorize another person to access your account or provide another person with your account validation information, that person may be able to make changes to your account. Those changes will be binding on you and Life Wireless takes no responsibility for those changes. When you create your account, you should ensure your account password is unique and complex to protect the security of your account.
11. **PURCHASES AND AUTHORITY TO USE:** Your Device may be used to purchase content, applications, and other goods and services, including applications, games, graphics, ring tones or news alerts (including subscription plans) from Life Wireless or from third parties, including within applications ("In-App Purchases") (collectively, "Content and Applications"). Content and Applications may be purchased directly with any Device containing a Subscriber Identity Module (SIM) card assigned to your account or online. You are responsible for all charges resulting from the purchase of Content and Applications, including data usage charges incurred while purchasing, downloading, and using the Content and Applications. When you give Devices assigned to your account to other users, you give those users your authority 1) to order Content and Applications from the Device, including subscription services, and to incur charges for those Content and Applications, and 2) to give any consent required for those Content and Applications, including the consent to use the user's location information to deliver customized information to the user's Device, or to make any representation required for those Content and Applications, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Life Wireless is not responsible for third-party Content and Applications, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Content and Applications. For assistance with third-party Content and Applications, contact the third-party sellers directly. When you download or install third-

party Content and Applications, you are subject to the terms and conditions and privacy policies of that Content and those Applications.

12. LOCATION-BASED SERVICES AND RELATED EMERGENCY SERVICE INFORMATION:

Your Device may be location enabled, allowing your location to be determined by using Global Positioning Satellite ("GPS"), wireless network location information, or other location technology. Your location may be unavailable if your Device is unable to acquire satellite signals and network coverage. Your location information may be used to assist emergency services in finding you; however, always state the nature of your emergency and provide both your location and phone number when you make a 911 call, as, depending on a number of factors, the operator may not automatically receive this information from your Device or the information the operator receives may be inaccurate.

Life Wireless is not responsible for failures to connect or complete 911 calls or if inaccurate location information is provided to emergency services. We cannot assure you that if you place a 911 call you will be found. 911 service may not be available or reliable and your ability to receive emergency services may be impeded. Your location information may also be accessed and used by third-party Content and Applications ("Location-Based Services"). Please review the terms and conditions and privacy policies for each Location-Based Service to learn how your location information will be used and protected. We may also use your location information for the purposes described in our [Privacy Policy](https://www.lifewireless.com/privacy). It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features.

- 13. COVERAGE AND ROAMING:** Coverage maps can be viewed on our [Coverage Page](https://www.lifewireless.com/coverage). Coverage maps show coverage on the network as well as coverage we make available to you through agreements with other carriers ("off network" or "roaming"). Coverage is not available everywhere. There are gaps in coverage within the areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. Coverage may vary and be affected by circumstances beyond our control (e.g., network capacity, interference from buildings and other structures, terrain, and weather). You will not have access to our network outside of our coverage areas. Your plan does not include the ability to make and/or receive calls while roaming internationally. WE DO NOT GUARANTEE THE AVAILABILITY OF THE WIRELESS NETWORK AND/OR COVERAGE.

- 14. SERVICE LIMITATIONS:** Services may be interrupted, delayed, or otherwise limited for a variety of reasons, including, but not limited to, environmental conditions, unavailability of radio frequency channels, system capacity and constraints, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) in our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. We may impose limits on the number of voicemail, text, e-mail, or other messages that can be retained through your account. We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation; we will reactivate the service upon your request. You acknowledge that the Services are provided through the nationwide

wireless network of an underlying service provider of our choosing and may be subject to the service limitations of that provider. WE DO NOT GUARANTEE THE AVAILABILITY, QUALITY, OR DATA SPEEDS OF ANY SERVICES WHEN ON THE NETWORK OF OUR UNDERLYING CARRIER OR WHEN ROAMING ON ANOTHER CARRIER'S NETWORK.

15. **WARRANTY DISCLAIMER:** Warranty disclaimers set forth herein govern unless they are prohibited by applicable law. LIFE WIRELESS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE TO YOU IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO YOUR USE OF THE SERVICE OR DEVICES. You acknowledge that service interruptions will occur from time to time. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur. We do not manufacture any Device that is associated with our Services and as such we are not responsible for any defects, acts, or omissions of the manufacturer including any warranties, patent, or licensing obligations. Your Device may have a limited warranty extended by the manufacturer directly to you or passed on to you through the vendor from which you purchased the Device.
16. **LIMITATION OF LIABILITIES:** To the fullest extent permitted by state and federal law, YOU AGREE THAT NEITHER LIFE WIRELESS NOR OUR VENDORS, SUPPLIERS, OR LICENSORS SHALL BE LIABLE FOR ANY: (a) act or omission by you or a third party; (b) mistake, omission, interruption, error, failure to transmit, delay, or defect in the Services provided by or through us; (c) damage or injury caused by use of the Services or Devices, including accidents or health-related issues; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by Life Wireless; (f) damage or injury caused by failure or delay in contacting emergency services, including through 911; (g) content or information accessed while using our Services; (h) interrupted, failed, or inaccurate location information services; (i) information or communication that is blocked by a spam filter; (j) events due to factors beyond our control, including acts of God (e.g., weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts; (k) changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification; or (l) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information or data stored on your Device, computer, equipment, or a Life Wireless storage space from your use of the Services, when we service your Device, or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio. You should implement appropriate safeguards to secure your wireless device, computer or equipment and to back-up your information stored on each. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a prorated adjustment of any recurring charge for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Unless applicable law precludes parties from contracting to so limit liability, Life Wireless shall not be liable for any indirect, special, punitive, incidental, or consequential losses or damages you or any third party may suffer by use of, or inability to use, the Services or Devices provided by or through Life Wireless, including loss of business or goodwill, revenue or profits, property damage or claims of personal injuries. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE

THEORY OF LIABILITY, INCLUDING FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, NEGLIGENCE, OR PRODUCT LIABILITY.

17. **INDEMNIFICATION:** To the fullest extent allowed by law, you agree to defend, release, indemnify, and hold harmless Life Wireless and its officers, directors, employees, and representatives from and against any and all losses, claims, liabilities, injuries, costs, damages, and expenses (including taxes, fees, fines, penalties, interest, expenses, and attorneys' fees) of any person or entity arising out of or relating to, directly or indirectly, your or any other person's use of the Services or Devices provided by Life Wireless; your acts or omissions, including your breach of this Agreement; other Life Wireless policies; any applicable statutes, ordinances, laws or regulations of any federal, state, or local authority, and claims arising in whole or in part from the alleged negligence of Life Wireless. This obligation shall survive termination of your service with Life Wireless.
18. **CONSENT TO CUSTOMER COMMUNICATIONS:** You expressly consent to be contacted by Life Wireless or our authorized agents or representatives at any telephone number, physical address, or electronic address where you may be reached, including any wireless telephone number, for any and all purposes, including to inform you about our Services, customer service-related information, or other matters we believe may be of interest to you. You agree that Life Wireless may contact you by any reasonable means, including, pre-recorded or artificial voice or text messages delivered by an automatic telephone dialing system, postal mail, e-mail message delivered by an automatic e-mailing system, or facsimile. You agree that we also have the consent to contact any authorized user on your account for Service or payment-related reasons. Your consent to be contacted may be revoked only if it is in writing and is with our express agreement. You must notify us of any address changes.
19. **CALLER ID AND CALL BLOCKING:** Your caller identification information (such as your name and phone number) may be displayed on the device or bill of the person receiving your call. Your name and Number for most calls can be blocked on a call-by-call basis by dialing *67 before the telephone area code and telephone number (on certain devices there may be a different number). In addition, you may elect to have your name and Number permanently blocked by contacting Customer Service. We also may block calls to telephone numbers at the request of the called party. Technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information.
20. **PORTING PHONE NUMBER AND TRANSFERRING LIFELINE BENEFITS:** You do not have any legal right to your phone number. Notwithstanding that, you may transfer ("port") your phone number or transfer your Lifeline benefit to or from Life Wireless. Life Wireless complies with the FCC's rules regarding transferring Lifeline benefits. If you request your new service provider port your number from us and we receive the request from that new service provider, we will treat it as notice from you to terminate our Services for that number upon successful completion of porting. You will not be able to transfer any unused balances on your account to your new provider. After the porting is completed, you will not be able to use our Services with that number. Under no circumstance will we refund you for any data balances or account payments if you port out your number. If you port your number to another provider, any provision of this Agreement that, by its context, is intended to apply after termination of the Agreement will survive termination. If your Services are terminated and you do not port your number to another provider, your phone

number may be reassigned to another subscriber. Call Customer Service if you wish to port your phone number from another service provider to Life Wireless. If you port your phone number to Life Wireless, some Services may not be available immediately, such as 911 location services. Due to compatibility issues, you may be required to purchase or obtain a new Device and you may be without Service until the new Device is configured. We may charge a fee to cover any costs associated with performing a port. We do not guarantee that number transfers to or from us will be successful.

21. TERMINATION, SUSPENSION, MODIFICATION, AND LIMITATION OF YOUR SERVICES:

Either party may terminate this Agreement (which will terminate the provision of the Service) at any time on advance notice to the other party. Life Wireless may terminate this Agreement at any time without notice if we cease to provide service in your area. Life Wireless complies with the FCC's rules regarding termination of Lifeline service. Per these rules, Life Wireless must terminate your Services, upon notice to you, if the Company has a reasonable belief that you no longer qualify for Lifeline service, if you fail to timely recertify, or if you fail to use your device for thirty (30) consecutive days. To protect our network, our rights, and interests, or the rights of others, and to ensure the activities of some users do not impair the ability of Life Wireless customers to have access to reliable services provided at reasonable costs, Life Wireless may, at any time, with or without prior notice, and at our sole discretion, terminate, suspend, modify, or limit your Service if you: (a) breach this Agreement, including using the Services or Devices for any purposes prohibited by this Agreement; (b) breach any other Life Wireless policies or terms and conditions, including the terms and conditions of your Service Plan; (c) make a misrepresentation to us; (d) threaten, harass, abuse, offend, or use vulgar, derogatory, or inappropriate language toward our employees, agents, or any person whom you contact using our Services or Devices; or (e) fail to make all required payments when due. If you have more than one account with us, you must keep all accounts in good standing to maintain service; if one account is past due or over its limit, all accounts in your name are subject to termination, suspension, modification, or limitation, and all other available collection remedies. We may also temporarily limit your Services for any operational or governmental reason. Limitations may include, but are not limited to, reducing the speed of data Service, reducing the size of files and multimedia messages, restricting the amount of use of any Service, limiting or disconnecting connections to particular phone numbers, countries, destinations, providers, features, and limiting the provision of certain services in certain areas, such as pursuant to roaming arrangements. Modifications may include changing your plan and features. Life Wireless may use message filtering/blocking software to prevent spam, telemarketing calls and messages, and harmful code. Some of these actions may interrupt or prevent legitimate communications and usage. You are liable to Life Wireless for any damages resulting from the conduct prohibited in this Agreement. Upon termination, any balances in your accounts or for your Services will not be refunded. Any provision of this Agreement that, by its context, is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Devices.

22. CHANGES TO TERMS, CONDITIONS, RATES, CHARGES, AND SERVICES: We may change, at any time, this Agreement and other terms, conditions, and policies; rates, fees, expenses, and charges; plans, features, and products; and coverage areas, roaming partners, underlying Service providers, and provisioning technology. We will provide you with notice of material changes (other than changes to governmental fees) by such means as Life Wireless determines to be most practicable, including, but not limited to,

any of the following: playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, posting an update on our website, or by such other means as Life Wireless may determine. All changes become effective when posted to lifewireless.com (/). If you continue to access or use our Services or increase your account balance on or after the effective date of a change, you accept that change. You understand and agree that State and Federal Universal Service fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE OR IF WE MATERIALLY DECREASE THE GEOGRAPHIC AREA IN WHICH YOUR SERVICES CAN BE USED (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST 14 DAYS IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

23. **DISPUTES:** Within 60 days of the date of any event giving rise to a dispute (as defined in Section 23.A), you must notify us of such dispute in writing at Life Wireless, P.O. Box 2840, Covington, GA 30015 (or one of the other means set forth in Section 23.B, titled "Dispute Notice"), including a dispute over any charges and any service we provided, or you will have waived your right to dispute the charge or such services and to bring, or participate in, any legal action raising any such dispute. The 60-day limitation shall not apply to the filing of a complaint with the Federal Communications Commission ("FCC") or your state's Public Service Commission. You maintain your right to file a complaint with the FCC, your state's Public Service Commission, or an appropriate federal or state governmental agency regarding the service provided and/or charges imposed by Life Wireless. Nothing in this paragraph or this agreement in any way eliminates or abridges that right.

24. **DISPUTE RESOLUTION BY MANDATORY, BILATERAL AND BINDING ARBITRATION:**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary: Most subscriber concerns can be resolved quickly and to the subscriber's satisfaction by calling our customer service department at 1-888-543-3620. **In the unlikely event that Life Wireless's customer service department is unable to resolve a complaint you may have to your satisfaction (or if Life Wireless has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, Life Wireless will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Life Wireless to at least the same extent as you would be in court.

You maintain your right to file a complaint with the FCC, your state's Public Service Commission, or any other appropriate federal, state, or local agency regarding the service provided and/or charges imposed by Life Wireless. Nothing in this paragraph or this Agreement in any way eliminates or abridges that right.

Arbitration Agreement.

- A. Mandatory, Bilateral, and Binding Arbitration.** You and Life Wireless agree that any dispute, claim, or controversy arising out of or relating in any way to your use of Life Wireless Services, or to any products or services sold or distributed by Life Wireless or through Life Wireless websites or mobile applications, including any dispute or claim as to the scope or applicability of this agreement to arbitrate, shall be resolved only by final and binding, bilateral arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) this agreement to arbitrate does not include your or Life Wireless's right to seek injunctive or other equitable relief in a court of competent jurisdiction pursuant to the Choice of Law & Jurisdiction provision above, to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., and federal arbitration law apply to this agreement and govern all questions as to whether a dispute is subject to arbitration.

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

The term "dispute" shall include any dispute, claim, or controversy between you and Life Wireless regarding or relating to any aspect of your relationship with Life Wireless, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "dispute" also includes, but is not limited to, any and all claims between you and Life Wireless in any way related to or concerning this Agreement, Life Wireless's services, products, any billing disputes or disputes involving or relating to telephone calls or other communications that you claim were received by you from Life Wireless and/or a party acting on Life Wireless's behalf. The term "dispute" is to be given the broadest possible meaning that will be enforced.

- B. Dispute Notice:** Before initiating an arbitration, you and Life Wireless each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to Life Wireless, Bill Dispute, P.O. Box 2840, Covington, GA 30015 (the "Notice Address"), (2) emailed at privacy@lifewireless.com (<mailto:privacy@lifewireless.com>), (3) submitted by visiting lifewireless.com (/), or (4) brought to the attention to Life Wireless Customer Service at {{ env('CS_TFN') }}. Life Wireless will provide a Notice of Dispute to you via the mailing address or email address associated with your Life Wireless account. You and Life Wireless agree to make attempts to resolve the dispute prior to commencing an arbitration and not to commence and arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of

the Notice of Dispute, you or Life Wireless may commence an arbitration proceeding.

C. Arbitration Process and Procedure.

- i. All disputes shall be determined by binding arbitration (1) administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules"), and as modified by this agreement to arbitrate, including the rules regarding filing, administration, discovery, and arbitrator fees; (2) conducted by a single, neutral arbitrator; and (3) take place telephonically, unless an in-person hearing is specifically requested by either party, in such case in-person hearings shall take place in the county where you reside. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply.
- ii. Disputes may also be referred to another arbitration organization if you and Life Wireless agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act. 9 U.S.C. § 1, et seq.
- iii. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, collective, or representative action.
- iv. **YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION FOR ANY DISPUTE COVERED BY THIS AGREEMENT.**
- v. The JAMS Rules are available on its website at www.jamsadr.com/rules-streamlined-arbitration (<http://www.jamsadr.com/rules-streamlined-arbitration/>). Notwithstanding any JAMS Rules to the contrary or any other provision in the arbitration rules chosen, by agreement, to govern, you and Life Wireless each agree that all issues regarding the dispute are delegated to the arbitrator to decide, except that a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.
- vi. To commence an arbitration, a Demand for Arbitration is required to be executed and served on Life Wireless. Service of the Demand for Arbitration on Life Wireless can be mailed to Life Wireless, P.O. Box 2840, Covington, GA 30015 pursuant to the instructions provided by JAMS to submit a dispute for arbitration. Service of the Demand for Arbitration on you will be sent to you via the mailing address or email address associated with your Life Wireless account. Further instructions on submitting a Demand for Arbitration can be found at www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf (http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf). Life Wireless will bear the cost of your initial filing fee.

- D. Class Action Waiver.** YOU AND COMPANY AGREE THAT NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING, WITHOUT LIMITATION, AS A REPRESENTATIVE MEMBER OF CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, IN CONNECTION WITH ANY DISPUTE. Further, unless both you and Life Wireless expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If, for any reason, a claim proceeds in court rather than in arbitration, we each waive our right to a jury trial.
- E. Arbitrator Selection.** Arbitration will be conducted by one neutral arbitrator selected with the participation and involvement of both Life Wireless and you pursuant to JAMS Rule 12.
- F. Arbitrator Award.** An arbitrator's award will consist of a written statement of the disposition of each dispute and a concise written statement of the essential findings and conclusion on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.
- G. Fees.** In the event you commence arbitration, after Life Wireless receives notice that you have initiated arbitration, Life Wireless will promptly reimburse you for your payment of the filing fee and Life Wireless will pay the JAMS any case management fees associated with the arbitration and the professional fees for the arbitrator's services.
- H. Severability.** If any part of this Arbitration Agreement is held to be unenforceable by a court or agency of competent jurisdiction, that part may be severed and the remaining provisions will remain in full force and effect.
- 25. MISCELLANEOUS:** This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a Life Wireless website, and any documents expressly referred to herein or therein make up the complete agreement between you and Life Wireless, and supersede any and all prior or other agreements, arrangements, representations, contracts, warranties, advertising, statements, offers, guarantees, assurances, and understandings relating to the subject matter of this Agreement, whether written or oral, including any other documents or statements by any sales representative, service representative, or other agent. Section headings are for descriptive, non-interpretive purposes only. This Agreement is not for the benefit of any third party except Life Wireless' parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You have no other rights with respect to Service or this Agreement, except as specifically provided by law. You may not transfer or assign this Agreement or any of your rights or duties under it without our prior written consent. We may transfer or assign all or part of this Agreement, or your debts to us, without notice. Upon our transfer or assignment of this Agreement, Life Wireless shall be released from all liability with respect to this Agreement. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version. Any notice to you or authorized users are treated as delivered to you when left with you, on your wireless device, or on your

answering/voicemail service, when sent to any email or fax number you provided us, three (3) days after mailing the notice to the most current address we have on file for you, or upon posting on our website. In the event of a dispute between us, federal law and the laws of the State of Georgia, whether in litigation or arbitration and without regard to choice of law principles or conflicts of laws rules, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. If any provision of this Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction. We may deny a request for Service from you for any lawful reason. If any part of this Agreement, including any part of its arbitration provisions, is held unlawful, void, or for any reason unenforceable, that part may be severed from this Agreement and the remaining provisions of the Agreement shall remain in full force and effect. Any waiver of or failure to enforce any provision or prohibition in this Agreement in one instance shall not be construed as a waiver of any provision or right in another instances. If you have any questions regarding your Service or information in this Agreement, contact [Customer Service](https://www.lifewireless.com/contactus), by calling 1-888-543-3620, or by writing us at Life Wireless, PO Box 2840, Covington, Georgia 30015.

II. TERMS AND CONDITIONS RELATED TO FEDERAL LIFELINE SERVICES

- 1. FEDERAL LIFELINE PROGRAM.** Lifeline is a government assistance program that is supported by the federal Universal Service Fund and is administered by the Universal Service Administrative Company. In addition to the general terms and conditions above in Part I, the following terms and conditions apply to Lifeline Services. The Lifeline program provides monthly discounts on communications services (voice and broadband Internet access services) for eligible consumers. An eligible Life Wireless subscriber may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one Lifeline offering per Household (including a voice and data bundle). 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 ("Household"). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one-per-household limitation constitutes a violation of the FCC's rules and will result in the applicant's de-enrollment from the Lifeline program. 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.

You may qualify for the Lifeline Services if you meet certain eligibility requirements. For the federal Lifeline program, these requirements are determined by federal regulation. For state-specific Lifeline programs, eligibility requirements vary by state. These state and federal eligibility requirements include program-based eligibility or income-based eligibility. By completing the Life Wireless application, you consent to release required information, including financial information, if necessary, to a designated representative as required for the administration of the Lifeline Services. This consent survives any termination of this Agreement. Life Wireless reserves the right to review any of your continued eligibility for the Lifeline program, at any time, and may require that you provide Life Wireless with written documentation of either your Household income or your participation in a qualifying state or federal program. If you or any member of your Household participates in a Lifeline program with another provider, you are responsible for

(1) notifying the other provider that you or the other member of your Household has been approved for a Life Wireless Lifeline program and (2) de-enrolling in Lifeline service with the other provider. Notice to terminate service from any other provider's Lifeline program must be given before activating new service in the Life Wireless Lifeline program.

2. **PROGRAM BASED ELIGIBILITY.** To be eligible for Life Wireless Lifeline Services, a subscriber must meet the applicable eligibility requirements. Life Wireless subscribers are eligible to receive Lifeline discounts, under the program-based eligibility criteria, if they participate in one or more of the following programs:

- Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Veterans and Survivors Pension Benefit
- For subscribers residing on Tribal lands, the following programs also apply:
 - Food Distribution Program on Indian Reservations (FDPIR)
 - Bureau of Indian Affairs General Assistance (BIA)
 - Tribally Administered TANF
 - Head Start (meeting income qualifying standards)

Acceptable documentation of program eligibility typically 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 federal or Tribal program; (3) program participation documents (such as 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 federal or Tribal program. Acceptable documentation is subject to additional limitations set forth and modified periodically by the Universal Service Administrative Company ("USAC"). USAC or another third party administrator is responsible for determining your eligibility.

3. **INCOME-BASED ELIGIBILITY.** You are eligible to receive Lifeline discounts, under the income-based eligibility criteria, if your total gross income is at or below 135% of the Federal Poverty Guidelines. For purposes of federal regulations, "gross income" means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. 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/Workers' 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. Acceptable documentation is subject to

additional limitations set forth and modified periodically by USAC. USAC or another third party administrator is responsible for determining your eligibility.

4. **NONTRANSFERABLE AND NONASSIGNABLE.** Eligibility for Life Wireless Lifeline Services is personal and relates to the subscriber individually. Lifeline Services subscribers may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the subscriber's rights or benefits received under the Life Wireless Lifeline Services, including, but not limited to, any voice minutes or broadband data received under the Life Wireless Lifeline Services. Similarly, subscribers may not assign their rights or delegate any of their duties under this Agreement without the prior written consent of Life Wireless, and any attempted assignment or delegation without such consent shall be void.
5. **FEDERAL LIFELINE USAGE REQUIREMENT.** To maintain your Lifeline service, you must use your service every 30 days (unless you have a regular billing and payment relationship with us). At or before 30 days of non-use, Life Wireless will provide notice to the subscriber that failure to use the Lifeline Services within a 15-day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an outbound call or using data; (2) purchasing minutes or data from Life Wireless to add to the subscriber's plan; (3) answering an incoming call from a party other than Life Wireless; (4) responding to direct contact from Life Wireless and confirming that the subscriber wants to continue receiving the service; or (5) sending a text message. If the subscriber does not respond to the notice, the subscriber will be de-enrolled. This usage policy applies only to customers who do not have a regular billing relationship with us.
6. **LIFE WIRELESS LIFELINE PROGRAM CERTIFICATION.** Subscribers applying for Life Wireless Lifeline Services agree to and certify that all of, but not limited to, the following conditions below apply (actual certification may be conducted or facilitated by USAC):
 - Applicant has read and understands the disclosures listed in the Lifeline Service Application and Certification ("Certification") form;
 - Applicant certifies that, to the best of their knowledge, applicant's Household is not already receiving a Lifeline service benefit;
 - Lifeline service is limited to one connection per Household;
 - The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline service and has provided documentation of eligibility if required;
 - If the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands;
 - Applicant will be required to provide the last four digits of the applicant's Social Security Number or Tribal ID Number;
 - Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;
 - Applicant authorizes Life Wireless to access any records required to verify application statements on the Life Wireless form and to confirm applicants' eligibility for the Lifeline program;

- Applicant authorizes Life Wireless to release any records required for the administration of the Lifeline program (e.g., 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 the Lifeline Services;
- Applicant will notify Life Wireless within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline Services, including, as relevant, if applicant no longer meets the income-based or program-based eligibility criteria, applicant begins receiving more than one Lifeline benefit, or another member of applicant's household is receiving a Lifeline benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;
- Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);
- Applicant's address listed on the Certification form is the applicant's primary residence, not a second home or business;
- If applicant moves to a new address, applicant will provide that new address to Life Wireless within 30 days;
- Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law;
- Applicant acknowledges that he or she may be required to recertify continued eligibility for Lifeline at any time, and failure to recertify as to continued eligibility within 30 days will result in de-enrollment and the termination of applicant's Lifeline benefits;
- The information contained in the applicant's Certification form is true and correct to the best of applicant's knowledge;
- If applicant participates in another Lifeline program at the same time the applicant is applying for Life Wireless Lifeline Services, the applicant must cancel Lifeline service with the other provider; and
- Applicant affirms he or she is at least 18 years old, unless Applicant is an emancipated minor.

7. TERMINATION OF LIFELINE SERVICE AND ANNUAL RECERTIFICATION

REQUIREMENTS. A subscriber participating in the Life Wireless Lifeline program will be required to recertify, on an annual basis, the subscriber's eligibility to continue to participate in the Lifeline program based on the appropriate state and federal recertification or verification requirements (actual recertification, verification or termination may be conducted or facilitated by USAC). In states where Life Wireless is responsible for eligibility determinations, Life Wireless reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to requalify for the Lifeline Services. If Life Wireless is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in Life Wireless Lifeline program plans. If the subscriber chooses to continue service after de-enrollment from the Lifeline program, the subscriber's free or discounted plan will be discontinued and the subscriber will have the

option to choose from any of the then available plans under the applicable terms and conditions for that plan.

Life Wireless reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons, including suspected fraud, or upon the request of any state or federal authority. Life Wireless subscribers have the ability to de-enroll from the Lifeline program for any reason. Subscribers who choose to de-enroll from the Lifeline program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within five (5) business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes or data each month and may be required to re-qualify for Lifeline service if they choose to enroll again in a Life Wireless Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to: Telrite Corporation d/b/a Life Wireless, PO Box 2840, Covington, GA 30015.

8. **ETC SERVICE AREAS.** Life Wireless Lifeline programs are only available for activation by subscribers who reside in the areas in which Life Wireless has been designated as an Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a Life Wireless ETC service area. Subscribers should check www.lifewireless.com (/) to see whether they reside in a Life Wireless ETC service area.
9. **MOBILE DEVICES.** Except where a customer brings his or her own device to Life Wireless, Device models provided to Lifeline subscribers are selected at the sole discretion of Life Wireless and comply with the FCC's minimum requirements for devices.
10. **LIFE WIRELESS "CONNECTING OUR HEROS" PROGRAM.** Life Wireless will provide 100 free additional minutes each month to qualifying Life Wireless Lifeline subscribers who are active military service members or military veterans. Minutes do not roll over and are not transferable. This additional benefit is not available in California and is otherwise offered at Life Wireless' sole discretion.

III. STATE SPECIFIC INFORMATION

California Customers: For tips on how to protect against fraud, please visit the CPUC's website at www.CalPhoneInfo.com (<http://www.calphoneinfo.com/>).

- Click here for more info on [California specific Rates, Charges and Features](https://www.lifewireless.com/CA/ratesandcharges) (<https://www.lifewireless.com/CA/ratesandcharges>).
- Click here for, [California specific Terms and Conditions of Service](https://www.lifewireless.com/CA/tos).
- Click here for, [California specific Frequently Asked Questions](https://www.lifewireless.com/CA/faq).

Connecticut Customers: If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620 or dial 611 from your wireless phone or visit www.lifewireless.com (/). If you are a Connecticut customer and we cannot resolve your issue,

you have the option of contacting the Public Utilities Regulatory Authority (PURA): Online: www.ct.gov/pura (<http://www.ct.gov/pura>); Phone: 1-800-382-4586; Mail: Connecticut PURA, 10 Franklin Square, New Britain, CT 06051.

Georgia Customers: Complaints concerning Lifeline Service can be directed to:

Georgia Public Service Commissions

Consumer Affairs Unit
1-404-656-4501

Puerto Rico Customers: Puerto Rico residents cannot be qualified for Lifeline under the Supplemental Security Income Program or Tribal Programs applicable to the indigenous population from Tribal Lands in the Continental USA. If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Todd (Pda. 18 - Santurce), San Juan PR 00907-3981; Phone: 1-787-756-0804 or 1-866-578-5500; Online: www.jrtpr.gobierno.pr (<http://www.jrtpr.gobierno.pr>).

Texas Customers: Customer Eligibility Requirements. A customer is eligible for Lifeline Service if they meet one of the criteria of paragraph (1), (2), or (3) of this subsection as determined by the Low Income Discount Administrator ("LIDA"). Nothing in this section shall prohibit a customer otherwise eligible to receive Lifeline Service from obtaining and using telecommunications equipment or services designed to aid such customer in utilizing qualifying telecommunications services.

1. The customer's household income is at or below 135% of the federal poverty guidelines as published by the United States Department of Health and Human Services and updated annually;
2. A customer who receives benefits from or has a child that resides in the customer's household who receives benefits from any of the following programs qualifies for Lifeline Services: Medicaid, Food Stamps, Supplemental Security Income (SSI), Federal Public Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), or health benefits coverage under the State Child Health Plan (CHIP) under Chapter 62, Health and Safety Code; or
3. A customer is an eligible resident of Tribal lands as defined in subsection (c)(5) of this section.

Washington State Customers: Customers can contact Customer Service without depleting their available minutes by dialing 611 from their handset. Complaints concerning Lifeline Service can be directed to:

Washington State Attorney General's Office

800 5th Ave. Suite 2000
Seattle, WA 98104-3188
1-800-551-4636 (in Washington only)
1-206-464-6684
<http://www.atg.wa.gov> (<http://www.atg.wa.gov>).

[Distributor \(/ap/\)](#)[Contact Us \(https://www.lifewireless.com/contactus\)](https://www.lifewireless.com/contactus)

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[Open Internet Policy \(https://www.lifewireless.com/openinternet\)](https://www.lifewireless.com/openinternet) |

[Hearing Aid Compatibility \(https://www.lifewireless.com/hearingaid\)](https://www.lifewireless.com/hearingaid) |

[Site Map \(https://www.lifewireless.com/sitemap\)](https://www.lifewireless.com/sitemap) |

[California Notice at Collection \(https://www.lifewireless.com/CA/collection\)](https://www.lifewireless.com/CA/collection) |

[Device Unlocking Policy \(https://www.lifewireless.com/unlocking\)](https://www.lifewireless.com/unlocking) |

[Coverage Map \(https://www.lifewireless.com/coverage\)](https://www.lifewireless.com/coverage) | [Return Policy \(https://www.lifewireless.com/returns\)](https://www.lifewireless.com/returns)

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To obtain Life Wireless service potential subscribers must meet certain eligibility requirements such as receiving governmental assistance or a household income that is 135% or below Federal Poverty guidelines for a household of that size, or the percentage guideline for your state. The specifics of what determines a potential subscriber's eligibility are specific to each state. Life Wireless service is limited to one per household, and cannot be combined with any other :label offering.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all persons in the attached service list, compiled by the Secretary of the Department in this proceeding to include all parties of record, in accordance with the requirements of 207 C.M.R. 1.05(1) of the Department's Procedural Rules.

/s/ Olivia Fergerstrom
Olivia Fergerstrom

November 20, 2023



**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

D.T.C. 13-1 Service List

**Telrite Corporation d/b/a Life Wireless Application for Designation as an Eligible
Telecommunications Carrier in the State of Massachusetts for the Limited Purpose of
Offering Wireless Lifeline Service to Qualified Households**

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