

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

IN RE: )  
APPLICATION OF YOURTEL AMERICA, INC. )  
FOR DESIGNATION AS AN ELIGIBLE )  
TELECOMMUNICATIONS CARRIER ON A ) DTC Case No. \_\_\_\_\_  
WIRELESS BASIS (LOW INCOME ONLY) )

APPLICATION FOR DESIGNATION AS AN ELIGIBLE  
TELECOMMUNICATIONS CARRIER ON A WIRELESS BASIS

COMES NOW YourTel America, Inc. ("YourTel" or the "Company") and, pursuant to Section 214(e) of the Telecommunications Act of 1996 (the "1996 Act"), 47 U.S.C. § 214(e) and Federal Communications Commission ("FCC") Universal Services, 47 C.F.R. §§ 54.101 through 54.207 (the "FCC Rules"), hereby requests that the Massachusetts Department of Telecommunications and Cable (the "Department") designate YourTel as an Eligible Telecommunications Carrier ("ETC") throughout the Massachusetts Incumbent Local Exchange Carrier ("ILEC") service territory of Verizon New England Inc. (the "Service Area") for the purpose of receiving federal universal service support for wireless services. At this time YourTel does not seek designation as an ETC on a wireline basis. A list of each exchange for which YourTel is requesting ETC status in the State of Massachusetts is attached hereto as **Exhibit "A."** In further support of its Application, YourTel states as follows:

1. YourTel is a Missouri corporation with its principal offices located at 2800 East 18<sup>th</sup> Street, Kansas City, MO 64127. YourTel's Articles of Incorporation are attached hereto as **Exhibit "B"**.

2. Correspondence or communications pertaining to this Application should be directed to YourTel's attorney of record:

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and to:

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3. As a result of the work and cooperation of federal and state regulators, the FCC has adopted a number of cost recovery policies and mechanisms designed to promote and maintain universal service (the "Universal Service Fund" or "USF"). The Universal Service Fund was established, in part, to provide support to qualifying low-income communications end-users such as those serviced by YourTel. Mechanisms were also established in an effort to moderate the amount of costs to be recovered through basic, recurring charges to low-income users, thereby assisting efforts to maintain reasonable basic rate levels.

4. Since January 1, 1998, a competitive local exchange carrier qualifies to receive the universal service support set forth above only if it has been designated by a state regulatory agency as an ETC. The Universal Service Fund therefore represents significant additional resources which could greatly benefit the consumers and businesses of the State of Massachusetts upon the designation of YourTel as an ETC.

5. YourTel requests that the Department, by order, designate the company as an ETC throughout its Service Area. As described below, YourTel seeks ETC status on a wireless basis beginning as soon as possible, upon approval by the Department.

6. Pursuant to this Application, YourTel requests ETC status solely for the purpose of providing the services supported by, and participating in the Low Income Programs of, the Universal Service Fund. YourTel does not request ETC status for the purpose of participating in any High Cost programs of the Universal Service Fund. Such action is entirely consistent with both the 1996 Act and the public interest of the State of Massachusetts. YourTel is not seeking ETC designation on a wireline basis.

7. YourTel will provide consumer oriented wireless services throughout its Service Area in the State of Massachusetts. YourTel's communications services include the provision of wireless services through a combination of its own facilities and resold services. As an ETC, YourTel will also be permitted to participate in the Low Income cost recovery mechanisms established by the FCC.

8. Over the past fifteen (15) years YourTel has actively reached out to consumers in underserved markets and has been an ETC since 2003. YourTel is a wireless ETC in Kansas, Missouri and Illinois, and has pending applications in New Jersey, Georgia, Michigan, and Oklahoma. ETC designation in Massachusetts will enhance YourTel's ability to provide service to low income consumers within the Service Area, and will bring unique benefits to Massachusetts consumers. Since this Application is for the purpose of receiving Low Income universal service support, YourTel's wireless offering will supplement and not detract from the provision of supported services in such area; YourTel is not seeking ETC designation on a wireline basis. YourTel has a long history of investment in its facilities, as well as the neighborhoods it serves. YourTel has and will continue this investment and will provide the

supported services using a combination of its own facilities and resale of other carriers' services. During the past seven years YourTel has invested over 6.4 million dollars in advertising the availability of those services in the markets served by it using media of general distribution. YourTel is committed to continue this investment, both in the markets it currently serves, and in Massachusetts, through locally oriented product and service distribution, including such face-to-face methods as door-to-door contact with consumers, the use of neighborhood agents, and YourTel branded or authorized retail outlets. Under YourTel's proposed Low Income wireless offering, each eligible wireless customer will receive a handset at no cost to the subscriber. Attached hereto as **Exhibit "C"** is information regarding the handsets issued by YourTel to its customers.

9. Consistent with the requirements of Section 214 of the Federal Communications Act of 1934, as amended, ("Communications Act"), 47 U.S.C. §214 (e) (6) and Sections 54.101 through 54.207 of the FCC Rules, YourTel, in its provision of wireless services, will rely on a combination of resold services which the Company will obtain from underlying wireless providers that currently operate their own networks and Company-owned facilities, thus allowing YourTel to meet the FCC's test that requires an ETC to provide services, at least in part, through a "combination of its own facilities and resale of another carrier's services".<sup>1</sup> YourTel owns and operates a Class 4/5 switch and proprietary call management intelligence located in Kansas City, Missouri, as well as numerous interconnections for both wireline and wireless services.

10. YourTel also obtains services through Commercial Mobile Radio Service ("CMRS") providers<sup>2</sup> that YourTel uses in combination with the services provided through

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

<sup>2</sup> Commercial Mobile Radio Service ("CMRS") is defined at 47 U.S.C. §332 and 47 C.F.R. §20.3 and is commonly known as cellular service.

Company-owned facilities. Through these arrangements, YourTel is able to offer all of the services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules, throughout its Service Area<sup>3</sup>, thereby allowing the Company to provide service to its customers throughout the state.

11. Currently, there is no state or federal definition or requirement as to the number of, or the amount of, the supported services that an ETC must offer via its “own facilities.” The ETC must provide some portion of the supported facilities through the use of the same, which YourTel does. Therefore, YourTel is able to meet the federal requirement that an ETC must offer the supported services at least in part through the use of its own facilities. Additionally, Federal law does not require any particular level of facilities. The FCC stated in its Universal Service Order, 12 FCC Rcd 8853, FCC 97-157 (“USF Order”), at para. 169 that:

We adopt the Joint Department’s analysis and conclusion that a carrier need not offer universal service wholly over its own facilities in order to be designated as eligible because the statute allows an eligible carrier to offer the supported services through a combination of its own facilities and resale. Although the Joint Department did not reach this issue, we find that the statute does not dictate that a carrier use a specific level of its “own facilities” in providing the services designated for universal service support given that the statute provides only that a carrier may use a “combination of its own facilities and resale” and does not qualify the term “own facilities” with respect to the amount of facilities a carrier must use. For the same reasons, we find that the statute does not require a carrier to use its own facilities to provide each of the designated services but, instead, permits a carrier to use its own facilities to provide at least one of the supported services.

12. In affirming its own decisions, the FCC chose to continue to define the term “own facilities” as “*any physical components* of the telecommunications network that are used in the transmission of the services that are designated for support”<sup>4</sup> (emphasis added). The

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<sup>3</sup> See 47 C.F.R. § 54.101(a).

<sup>4</sup> See 47 C.F.R. § 54.101; 47 C.F.R. § 54.201(e).

Communications Act's definition of "network element" matches that of the FCC and defines a "network element" as "a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service."<sup>5</sup> All facilities-based carriers have and use network elements.<sup>6</sup>

13. Designation of YourTel as an ETC on a wireless basis is in the public interest of the State of Massachusetts and its low-income telecommunications end-users. Under the 1996 Act, "[u]pon request and consistent with the public interest, convenience and necessity"<sup>7</sup> the Department shall, in non-rural ILEC territory, "designate more than one common carrier as an eligible telecommunications carrier for a service area designated"<sup>8</sup> by the Department. In doing so, the Department "shall find that the designation is in the public interest".<sup>9</sup> 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 Department "shall consider the benefits of increased consumer choice, and the

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<sup>5</sup> See 47 U.S.C. § 153(29).

<sup>6</sup> Only ILEC network elements can be designated as "unbundled" under 47 U.S.C. § 251(c)(3) using the criteria in 47 U.S.C. § 251(d)(2), but all facility-based carriers, including nondominant wireline and wireless carriers also have "network elements."

<sup>7</sup> 47 C.F.R. § 54.201(c).

<sup>8</sup> *Id.* In rural ILEC territory, the Department may "designate more than one common carrier as an eligible telecommunications carrier for a service area designated".

<sup>9</sup> *Id.*

unique advantages...of the applicant's service offering".<sup>10</sup> Pursuant to this requirement, YourTel provides the following information which clearly demonstrates that YourTel's designation as an ETC on a wireless basis is consistent with the public interest, convenience and necessity providing consumers with better value 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 consumer choice; and 2) the unique advantages and disadvantages of the company's service offerings.<sup>11</sup> YourTel affirms that its ETC designation meets these criteria as described below.

(a) **Increased Consumer 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."<sup>12</sup> YourTel is seeking ETC designation on a wireless basis which will provide an additional valuable alternative to the existing telecommunications services currently available in these areas and will promote availability and facilitate the provision of advanced communications services to low-income residents of Massachusetts.

YourTel knows from its experience in underserved markets that there are significant areas within its proposed ETC service area in which its target market, low income subscribers,

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<sup>10</sup> 47 C.F.R. § 54.202(c).

<sup>11</sup> See 47 C.F.R. § 54.202(c).

<sup>12</sup> See Federal-State Joint Department on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005)

are underserved by wireless and wireline telephone facilities. This is underscored by the fact that while the latest Universal Service Monitoring report<sup>13</sup> shows a Massachusetts Lifeline subscribership of 76,586 , the most recently published Census figures for Massachusetts show over 496,682 households with an annual income of less than \$25,000. Additionally, YourTel knows from experience that there are pockets of consumers who still do not have basic communications. It is YourTel's mission to identify and reach out to these disparate groups, regardless of whether they live in a large city or a small town, just like it has done in Kansas, Missouri, Oklahoma and Illinois, in order to bring the benefit of communications to these unserved consumers. The mobility of YourTel's prepaid wireless service will assist low income consumers who often are dependent on public transit or others for their own mobility. Without a wireless connection our customers would not be able to contact transportation sources, friends or family, and would not have timely access to emergency services when needed.

The public interest benefits of inclusion of the Company's wireless service include larger local calling areas (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 at flexible and affordable amounts 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 YourTel's wireless offering, along with the fact that service is provided without a monthly recurring charge, will allow consumers to avoid the risk of becoming burdened with large and unexpected charges for domestic toll calling and

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<sup>13</sup> UNIVERSAL SERVICEMONITORING REPORT CC DOCKET NO. 98-20 2010 Prepared by Federal and State Staff for the Federal-State Joint Department on Universal Service in CC Docket ,table 2.6. Available at: [http://www.fcc.gov/Daily\\_Releases/Daily\\_Business/2010/db1230/DOC-303886A1.pdf](http://www.fcc.gov/Daily_Releases/Daily_Business/2010/db1230/DOC-303886A1.pdf).



unexpected overage charges while remaining in touch with friends and family in other parts of the country.

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 customer focused, which will result in improved consumer services and will also benefit consumers by allowing YourTel to offer the services designated for support at rates that are “just, reasonable, and affordable.”<sup>14</sup> YourTel has a long history of challenging the marketplace. In 2003, when YourTel began its first major expansion into a new state, our competitors were offering Lifeline services at \$17 per month. Through ingenuity and hard work, YourTel challenged the status quo, became the first competitive ETC in the market and was able to offer better service for just over \$1. Within months, the competition lowered its rates to match ours.

As provided by the Communications 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 telecommunications services they provide.<sup>15</sup> This is of particular interest in cases where wireless providers, such as YourTel, seek to provide services as alternatives to those of the traditional ILEC. In the *Highland Cellular*<sup>16</sup> case, the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the ILEC. The availability of

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<sup>14</sup> See 47 U.S.C. § 254(b)(1).

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

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

a wireless competitor benefits consumers who routinely rely on alternative transportation to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by YourTel 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 and Link-Up service offered by YourTel also provides important benefits that are especially needed by low-income Massachusetts residents in this time of economic downturn. As the Department is aware, the Dow Jones Average, a primary indicator of the health of the economy, has been relatively low for a considerable period of time. Savings accounts, upon which many depend for emergencies and retirement, have significantly eroded. Since the recession began, 5.1 million jobs have been lost nationally, with nearly two-thirds (3.1 million) of the decrease occurring in the last 5 months.<sup>17</sup> At the end of 2010, the number of unemployed persons stood at 14.5 million, with the unemployment rate at 9.4 percent.<sup>18</sup> Even though the U. S. economy saw a gain of 103,000 jobs in December, the unemployment rate has only decreased slightly, to 9.4 percent. As of December, 2010 the unemployment rate in Massachusetts is reported to be 8.4 percent<sup>19</sup>, obviously providing an economic impact on many residents of the state. 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 necessity beyond the means of many of those persons.

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<sup>17</sup> *Source* United States Department of Labor Bureau of Labor Statistics.

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

YourTel's Lifeline and Link-Up 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 YourTel's Lifeline and Link-Up service thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to 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 all consumers, including qualified Lifeline and Link-Up 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, YourTel expects these additional advantages to create an atmosphere that will cause many qualified consumers, at their option, to select the Company's low income wireless Lifeline and Link-Up service in lieu of the more traditional wireline or wireless services.

(b) **The Unique Advantages of YourTel's Service Offerings.** YourTel will offer a unique, customer friendly, flexible 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. YourTel has a history of challenging the status quo and will constantly challenge the marketplace with new and innovative offerings designed to meet the needs of our customers.

YourTel will announce and advertise telecommunications services as an ETC where it provides service in its Service Area and will publicize the availability of Lifeline and Link-Up

services in a manner reasonably designed to reach those likely to qualify for those services. YourTel has used many mediums for outreach, including mass media, outreach events, and community and charitable involvement. Accordingly, more low-income Massachusetts residents will be made aware of the opportunities afforded to them under the Lifeline and Link-Up programs and will be able to take advantage of those opportunities by subscribing to YourTel's service. A sample of YourTel's planned advertising is attached hereto as **Exhibit "D."**

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

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

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

(c) **YourTel's Lifeline Plan.** Lifeline is a component of one of four separate federal universal service fund mechanisms<sup>20</sup> known as the "low-income support mechanism"<sup>21</sup> 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 "[m]ake available Lifeline service...to qualifying low-income consumers".<sup>22</sup> Under the Company's wireless Lifeline plan, YourTel will provide qualified Lifeline customers who reside in the State of Massachusetts with 68 minutes of free anytime local and long distance minutes each month and

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<sup>20</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

<sup>21</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

<sup>22</sup> 47 C.F.R. §§ 54.401(a), 54.401(a)(1), 54.401(a)(2), 54.401(a)(3), 54.405(a).

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 from the Universal Service Fund necessary to provide the free minutes of airtime above. Unused minutes will rollover.. In the event that all airtime has been used, Lifeline Customers will have the ability to purchase additional time by credit/debit card, or by buying a additional minutes at any YourTel authorized agent location. The wireless plan will also include a free handset and the following Custom Calling features:

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

Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline and Link-Up.

(d) **YourTel's Link-Up Plan.** Like Lifeline, Link-Up is also a component of one of four separate federal universal service fund mechanisms<sup>23</sup> known as the "low-income support mechanism",<sup>24</sup> and is defined in 47 C.F.R. § 54.411 as an "assistance program for qualifying low-income consumers, *which an eligible telecommunications carrier shall offer as part of its obligations set forth in §§ 54.101(a)(9) and 54.101(b)*"<sup>25</sup> <sup>26</sup>(emphasis added). Assistance is in the

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<sup>23</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

<sup>24</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

<sup>25</sup> 47 C.F.R. § 54.411(a). The plain reading of this definition is that an ETC is obligated to provide this discount to qualifying low-income consumers. In addition, 47 C.F.R. § 54.413(a) stipulates that carriers that provide Link-Up discounts, "may receive universal service support reimbursement for the revenue they forgo in reducing their customary charge for commencing telecommunications service..."

form of a “reduction in the carrier’s customary charge for commencing telecommunications service for a single telecommunications connection” and “shall be half of the customary charge or \$30.00, whichever is less”.<sup>27</sup> Consistent with FCC requirements, YourTel will use Link-Up support to reduce the company’s “customary charge for commencing service” by “half of the customary charge...”,<sup>28</sup> which will result in a reduction of the Company’s standard \$60.00 wireless activation charge.

Qualifying subscribers will have the reduced activation charge deferred for a twelve-month period with no interest, thus allowing subscribers to obtain service by paying little or no fee up-front.

**(e) Designation of YourTel as an ETC Will Benefit Low Income Consumers in the State of Massachusetts.** Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable consumer protection and service quality standards<sup>29</sup>. YourTel will satisfy all such standards. YourTel is committed to complying with the Cellular Telecommunications and Internet Association’s (“CTIA’s”) Consumer Code. In addition, YourTel commits to reporting information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC’s USF Order.<sup>30</sup> YourTel in general commits to satisfying all such

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<sup>26</sup> 47 C.F.R. § 54.101(a)(9) is the specific obligation to offer Toll Limitation for qualifying low-income consumers while 47 C.F.R. § 54.101(b) is the requirement that an “eligible telecommunications carrier must offer each of the” services designated for support “in order to receive federal universal service support”. As a part of its application, YourTel has demonstrated that it has the capability to and will offer all of the supported services specified in 47 C.F.R. § 54(a)(1) – (9).

<sup>27</sup> 47 C.F.R. § 54.411(a)(1).

<sup>28</sup> *Id.*

<sup>29</sup> 47 C.F.R. § 54.202(a)(3), 62 Fed. Reg. 15,978 at Para 28.

<sup>30</sup> USF Order at Para 4.

applicable state and federal requirements related to consumer protection and service quality standards.

Under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional in emergency situations<sup>31</sup>. Since YourTel is providing service to its customers through the use of facilities obtained from other carriers, this arrangement allows YourTel to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, rerouting of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations. Facilities owned by YourTel are collocated in a Tier 1 carrier's switching center, which is capable of remaining fully functional with both generator and battery back-up.

In addition, designation of YourTel as an ETC on a wireless basis will make Lifeline and Link-Up discounts available to many more Massachusetts residents. This provision of Lifeline and Link-Up discounts is particularly valuable to low-income customers in the wireless field where, to YourTel's knowledge, there are a limited number of wireless providers offering USF supported service and even fewer offering the same with absolutely no monthly recurring charge to the end-user. Furthermore, in keeping with YourTel's long history, it will continue to adjust its offering to benefit Massachusetts consumers by presenting new and unique plans as YourTel expands and invests in Massachusetts. As such, the service for which YourTel seeks ETC status is unique; YourTel will not only enter the market, it will lead the market.

Inclusion of YourTel wireless service will serve the public interest by increasing participation of qualified consumers in the Lifeline and Link-Up programs, thereby contributing

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<sup>31</sup> 47 C.F.R. § 54.202(a)(2); USF Order at Para 25.

to an overall increase in the number of Massachusetts residents receiving Lifeline and Link-Up and an increase to the amount of federal USF dollars benefiting Massachusetts residents.

Finally, inclusion of YourTel wireless service will serve the public interest by furthering the extensive role that YourTel believes it will play in the provision of communications service to low-income consumers, transient users, and other consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of traditional service providers, are off network and, without any viable alternative, are likely to remain so.

Further, as it has done in the past in other markets, YourTel will invest in Massachusetts and create jobs with distribution facilities, sales representatives and retail points of distribution and service. YourTel will do this because it seeks a long-term relationship with its Massachusetts customers and will invest in the infrastructure necessary to properly serve them.

**(f) Designation of YourTel on a Wireless Basis Will Impose a Negligible Burden on the USF.** YourTel reiterates that it is applying for ETC designation solely for the purpose to provide Lifeline and Link-Up discounts to qualified low-income consumers and to seek reimbursement for the same and will not seek or accept High Cost support. Under FCC Rule 47 CFR §54.202(a)(6)(ii), 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. Because YourTel seeks ETC designation solely for purposes of reimbursement for provision of subsidized Lifeline and Link-Up 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.<sup>32</sup> Accordingly, total low-income support for 2007 accounted for only 11.8 percent of the total distribution of the USF, with high-cost accounting for over 61 percent of the total.<sup>33</sup>

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 and Link-Up programs, furthering the statutory goal of providing access to low-income consumers.”<sup>34</sup>

It is also vital to recognize that in the case of Lifeline and Link-Up 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 Lifeline discounts 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

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<sup>32</sup> Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 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.

<sup>33</sup> 2008 Wireline Competition Bureau, FCC, *Trends in Telephone Service*, Chart 19.1.

<sup>34</sup> TracFone Forbearance Order, at ¶ 17.

regulations, YourTel will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving YourTel as an ETC will actually create contributions to the USF that were previously non-existent, as its customers traditionally do not have telephone service at the time they sign up for service with YourTel.

**(g) YourTel Has Internal Controls in Place to Prevent Subscribers from Receiving More Than One Lifeline Discount.** Consistent with federal requirements, YourTel requires customers to self-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-approved means tested programs; 3) will be receiving Lifeline-supported services only from YourTel; 4) do not currently receive Lifeline support; and 5) will notify YourTel in the event that they no longer participate in the qualifying program. Verification of continued eligibility is accomplished by YourTel's annual certification/verification process, in strict compliance with state and federal guidelines.

14. In order to be designated as an ETC, the FCC Rules require that carriers must publicize and offer the list of services supported by the federal universal service mechanisms. As demonstrated herein, YourTel satisfies these requirements and should be granted ETC status. Under FCC rules, 47 C.F.R. § 54(a)(1) – (9), the ETC must offer the following services:

- a) Voice grade access to the public switched network;
- b) Access to free-of-charge "local usage" defined as an amount of minutes of use of exchange service;
- c) Dual tone multi-frequency signaling or its functional equivalent;
- d) Single-party service or its functional equivalent;
- e) Access to emergency services;
- f) Access to operator services;

- g) Access to interexchange services;
- h) Access to directory assistance; and
- i) Toll limitations services for qualifying low-income customers.

15. As described above, qualified ETCs must offer these services either using their own facilities or a combination of their own facilities and the resale of services of another facilities-based carrier. Further, ETCs must advertise the availability of, and the prevailing prices for, the universal services throughout the area in which they have been designated an ETC. YourTel will comply with each of these requirements regarding service provisions and advertisement, and YourTel will utilize all universal service support for the provision, maintenance, and upgrading of the supported services.

16. YourTel attaches as **Exhibit "E"** the current list of its officers, along with biographical information for each.

17. Attached hereto as **Exhibit "F"** are YourTel's standard customer terms and conditions in connection with its wireless service offering.

## CONCLUSION

Having demonstrated that YourTel satisfies the conditions necessary for designation as an ETC in Massachusetts, and having shown that the public and universal service interests of the telecommunications consumers of the State of Massachusetts will be properly served, YourTel respectfully requests that the Department designate YourTel America, Inc. as an ETC for the provision of low income support on a wireless basis throughout the Service Area as defined above.

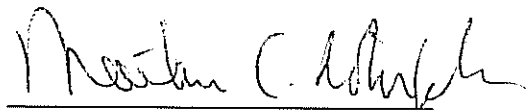
Respectfully submitted,

**YOURTEL AMERICA, INC.**

By Counsel: Rothfelder Stern, L.L.C.  
625 Central Avenue  
Westfield, NJ 0709  
(908) 301-1211  
[mrothfelder@rothfelderstern.com](mailto:mrothfelder@rothfelderstern.com)

Date:

2/9/11



By: Martin C. Rothfelder

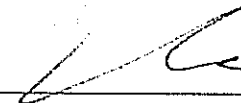
VERIFICATION

STATE OF MISSOURI

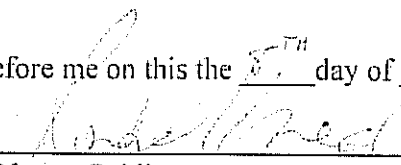
COUNTY OF Jackson

being duly sworn, deposes and says that:

PERSONALLY came and appeared before me, the undersigned party in and for the jurisdiction aforesaid, the within named Dale R. Schmick, who after being duly sworn by me stated under oath as follows: that I am the Vice President of YourTel America, Inc. ("YourTel"), a telephone service provider; I have read the foregoing Petition, am knowledgeable regarding the matters stated therein and believe the contents of the within Petition to be true to the best of my knowledge and belief.

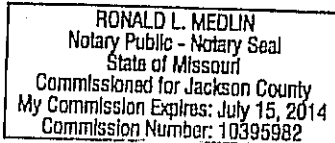
  
Dale R. Schmick

SWORN TO AND SUBSCRIBED before me on this the 8<sup>TH</sup> day of FEB, 2011.

  
Notary Public

My Commission Expires:

7-15-2014



## **EXHIBITS**

- Exhibit A - Wire Centers
- Exhibit B - Articles of Incorporation
- Exhibit C - Information Regarding Handsets
- Exhibit D - Sample Advertising
- Exhibit E - Officers
- Exhibit F - Customer Terms and Conditions

**EXHIBIT "A"**

**Wire Centers**

Acton  
Adams  
Amesbury  
Amherst  
Amherst (Franklin County)  
Andover  
Arlington  
Ashburnham  
Ashby  
Ashfield  
Assonet  
Athol  
Athol (Franklin County)  
Attleboro  
Auburn  
Ayer  
Barnstable  
Barre  
Becket  
Belchertown  
Bellingham  
Belmont  
Berlin  
Bernardston  
Beverly  
Billerica  
Blackstone  
Blandford  
Bolton  
Boston  
Boylston  
Braintree  
Brewster  
Bridgewater  
Brighton  
Brimfield  
Brockton  
Brookline  
Bryantville  
Burlington  
Buzzards Bay  
Cambridge  
Canton  
Carver  
Cataumet  
Charlemont  
Charlestown  
Charlton

Chatham  
Chelsea  
Chester  
Chesterfield  
Chicopee  
Chilmark  
Clinton  
Cohasset  
Colrain  
Concord  
Conway  
Cummington  
Dalton  
Danvers  
Dedham  
Dennis  
Dighton  
Dorchester  
Dover  
Duxbury  
East Boston  
East Bridgewater  
East Douglas  
East Longmeadow  
Easthampton  
Easton  
Edgartown  
Essex  
Everett  
Fall River  
Falmouth  
Fitchburg  
Foxboro  
Framingham  
Franklin  
Gardner  
Georgetown  
Gilbertville  
Gloucester  
Grafton  
Granville  
Great Barrington  
Greenfield  
Groton  
Hamilton  
Hampden  
Hanover  
Harvard



Harwich  
Hatfield  
Haverhill  
Hingham  
Hinsdale  
Holden  
Holliston  
Holyoke  
Hopkinton  
Housatonic  
Hubbardston  
Hudson  
Hull  
Huntington  
Hyannis  
Hyde Park  
Ipswich  
Jamaica Plain  
Kingston  
Lawrence  
Lee  
Leicester  
Lenox  
Leominster  
Lexington  
Lincoln  
Littleton  
Longmeadow  
Lowell  
Ludlow  
Lunenburg  
Lynn  
Lynnfield  
Malden  
Manchester  
Mansfield  
Marblehead  
Marion  
Marlboro  
Marshfield  
Mattapoissett  
Maynard  
Medfield  
Medford  
Medway  
Melrose  
Merrimac  
Middleboro

Milford  
Millbury  
Millers Falls  
Millis  
Milton  
Monroe Bridge  
Monson  
Montague  
Nantucket  
Natick  
Needham  
New Bedford  
Newburyport  
Newton  
North Adams  
North Attleboro  
North Brookfield  
North Reading  
North Swansea  
Northampton  
Northboro  
Northfield  
Norton  
Norwell  
Norwood  
Oakham  
Orange  
Orleans  
Osterville  
Otis  
Oxford  
Palmer  
Peabody  
Pepperell  
Petersham  
Pittsfield  
Plymouth  
Princeton  
Provincetown  
Quincy  
Randolph  
Reading  
Rehoboth  
Revere  
Rochester  
Rockland  
Rockport  
Rowley

Roxbury  
Russell  
Rutland  
Sagamore  
Salem  
Sandisfield  
Saugus  
Scituate  
Seekonk  
Sharon  
Sheffield  
Shelburne Falls  
Shirley  
Shrewsbury  
Siasconset  
Somerville  
South Boston  
South Deerfield  
Southbridge  
Southgate  
Southwick  
Spencer  
Springfield  
Sterling  
Stockbridge  
Stoneham  
Stoughton  
Sturbridge  
Sudbury  
Taunton  
Templeton  
Topsfield  
Townsend  
Turners Falls  
Tyngsboro  
Upton  
Uxbridge  
Vineyard Haven  
Wakefield  
Walpole  
Waltham  
Ware  
Wareham  
Warren  
Watertown  
Wayland  
Webster  
Wellesley

Wellfleet  
West Boylston  
West Newbury  
West Stockbridge  
Westboro  
Westfield  
Westford  
Westminster  
Westport  
Weymouth  
Whitinsville  
Whitman  
Wilbraham  
Williamsburg  
Williamstown  
Wilmington  
Winchendon  
Winchester  
Winthrop  
Woburn  
Worcester  
Worthington  
Wrentham

**EXHIBIT "B"**  
**Articles of Incorporation**



**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200634221105  
00417098  
Date Filed: 12/07/2006  
Robin Carnahan  
Secretary of State

**Amendment of Articles of Incorporation  
for a General Business or Close Corporation**

Pursuant to the provisions of the General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is The Pager Company  
\_\_\_\_\_  
The name under which it was originally organized was The Pager Company  
\_\_\_\_\_  
\_\_\_\_\_
2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on  
12/04/06  
\_\_\_\_\_ month/day/year
3. Article Number ONE is amended to read as follows:  
The name of the corporation is Yourtel America, Inc.

(If more than one article is to be amended or more space is needed attach additional pages)

Name and address to return filed document:

Name: Steven J. Block  
Address: 9233 Ward Parkway, Suite 175  
City, State, and Zip Code: Kansas City, MO 64114

State of Missouri  
Amend/Restate - Gen Bus 2 Page(s)



T0634106665

4. Of the 30,000 shares outstanding, 500 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class	Number of Outstanding Shares
Common	500


5. The number of shares voted for and against the amendment was as follows:

Class	No. Voted For	No. Voted Against
Common	500	0

6. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected:
7. If the effective date of the amendment is to be a date other than the date of filing of the certificate of amendment with the Secretary of State, then the effective date, which shall be no more than 90 days following the filing date, shall be specified:

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

 DAVID A. GARZA PRES 12/04/06  
Authorized Signatory Printed Name Title Date

Corp. 44 (01/05)

# State of Missouri



Robin Carnahan  
Secretary of State

## CERTIFICATE OF AMENDMENT

WHEREAS,

*Yourtel America, Inc.*  
00417098

Formerly,

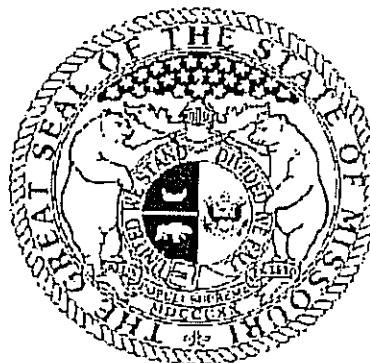
*THE PAGER COMPANY*

A corporation organized under The General and Business Corporations Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, this  
7th day of December, 2006.

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State



STATE OF MISSOURI . . . OFFICE OF SECRETARY OF STATE  
REBECCA COOK, Secretary of State

ARTICLES OF INCORPORATION

Honorable Rebecca Cook  
Secretary of State  
State of Missouri  
Jefferson City, Missouri 65101

The undersigned natural person(s) of the age of twenty-one (21) years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

Article One

The name of the corporation is:

THE PAGER COMPANY

Article Two

The address, including street and number, if any, of the corporation's initial registered office in this state is: 9237 Ward Parkway, Suite 330, Kansas City, Missouri 64114, and the name of its initial agent at such address is: Steven J. Block.

Article Three

The aggregate number, class and par value of shares which the corporation shall have authority to issue shall be: Thirty Thousand (30,000), all of which shall be common shares and shall have a par value of One Dollar (\$1.00) per share.

Article Four

The number and class of shares to be issued before the corporation shall commence business, the consideration to be paid therefor and the capital with which the corporation will commence business are as follows:

<u>No. of Shares</u>	<u>Class</u>	<u>Consideration to be Paid</u>	<u>Par Value</u>
500	Common	\$500.00	\$1.00 per share

Article Five

There shall be no preemptive right of a shareholder to acquire additional shares of stock in the corporation.

Article Six

The name and place of residence of the incorporator is as follows: Steven J. Block, 12535 Flint, Overland Park, Kansas 66213. The powers of the incorporator are to terminate upon designation of the initial directors of the corporation.

FILED AND CERTIFICATE OF  
INCORPORATION ISSUED

OCT 4 1995

Rebecca M. Cook  
SECRETARY OF STATE

## **EXHIBIT "C"**

### **Information Regarding Handsets**

YourTel wireless customers will receive a new or refurbished Sanyo 8100, Sanyo 8200, Samsung M250, LGLX160 or similar model. Customers will also have the option to purchase a higher end model if they choose do to so. Each phone comes with a one-year warranty from the original equipment manufacturer. Should a customer require replacement they will be able to call a our toll free help line and receive assistance.

**EXHIBIT “D”**

**Sample Advertising**





**Free Phone\***  
**Free Minutes\***  
**No Contract\***

For More Information How You Can Qualify:

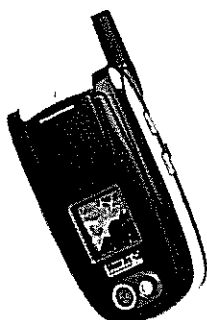
**855-288-8880**

YourTel Wireless Lifeline Service is a Government Supported Program. To Qualify You Must Receive Food Stamps, SSI, National School Lunch Program, or Participate in other Lifeline Required Assisted Programs.

For Complete Details Please Visit

**[www.yourtelwireless.com](http://www.yourtelwireless.com)**

\*Household Incomes at or below 135% of the Federal Poverty Guidelines may also Qualify.



**Free Phone\***  
**Free Minutes\***  
**No Contract\***

For More Information How You Can Qualify:

**855-288-8880**

YourTel Wireless Lifeline Service is a Government Supported Program. To Qualify You Must Receive Food Stamps, SSI, National School Lunch Program, or Participate in other Lifeline Required Assisted Programs.

For Complete Details Please Visit

**[www.yourtelwireless.com](http://www.yourtelwireless.com)**

\*Household Incomes at or below 135% of the Federal Poverty Guidelines may also Qualify.

## EXHIBIT "E"

### List Of Officers

#### Richard Yurich

Richard Yurich will bring his 10 years of telecommunications experience to YourTel America leading the company into its new growth phase. His expertise ranges from Operations to Sales and Marketing.

Mr. Yurich has 15 start-up companies under his belt with enterprises ranging from Oil & Gas to Telecommunications. He holds a Bachelor's of Science Degree in History from Oklahoma Christian University.

#### Dale Schmick

Dale Schmick's telecommunications career began working for PageNet in New York City selling wireless products. He has been with YourTel America since 1997 in various leadership positions. He led the migration of the company from a reseller of paging products to a full-fledged switch-based CLEC and ISP.

Dale holds a Bachelors of Business Administration degree from Pace University in New York City where he graduated Summa Cum Laude.

As an active member of the community, Dale serves on the Board of Comptel and the Kansas City Hispanic Chamber of Commerce. He also serves on the development committee of Kansas City Friends of Alvin Ailey and as a Fire Captain with the Southern Platte Fire Protection District.

## **EXHIBIT “F”**

### **Customer Terms and Conditions**

YourTel Wireless Terms and Conditions of Service:

YourTel Wireless is a service brought to you by YourTel America, Inc. YourTel Wireless provides both Non-Lifeline and Lifeline Assisted wireless services. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to YourTel Wireless services and wireless phones activated on YourTel Wireless services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using a YourTel Wireless phone and is a legally binding agreement between you and YourTel Wireless. These Terms and Conditions of Service contain important information about your consumer rights. YourTel Wireless reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the YourTel America Website at [www.yourtelwireless.com](http://www.yourtelwireless.com). Please check this website often for updates to the Terms and Conditions of Service.

Lifeline Support is a monthly support that reduces the cost of monthly wireless telephone service or residential home telephone service. An eligible YourTel Wireless customer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per household. Lifeline support may vary between states. Link-Up is a one-time support that reduces the one-time costs associated with initiating telephone service for a YourTel Wireless eligible customer. Link-Up discounts lower the cost of initiating wireless service. An eligible YourTel Wireless customer may only receive one Link-Up discount at their address, and can only receive a second or subsequent Link-Up discount only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

Eligibility for the YourTel Wireless Lifeline service program varies by state. Subscribers may qualify for a YourTel Wireless Lifeline program if they participate in one of the government programs listed below or qualify based on household income eligibility standards as defined below. By completing the YourTel Wireless application, a subscriber's consent is required to the release required information, including financial information if necessary, to a designated agent as required for the administration of your YourTel Wireless Lifeline service. This consent survives the any termination of this agreement. YourTel Wireless reserves the right to review any subscriber's continued eligibility for the Lifeline program, at any time, and may require subscribers to provide YourTel Wireless with written documentation of either subscriber household income or subscriber's participation in a qualifying state or federal program. A subscriber may only participate in one Lifeline program in either landline or wireless service at the subscriber's principal place of residence. If a subscriber or any member a subscriber's family participates in a Lifeline program from another provider, the subscriber is responsible for notifying the other provider that they have been approved for a YourTel Wireless Lifeline program from YourTel America, Inc. Notice to terminate service from any other provider's Lifeline program must be given after activating new service in the YourTel Wireless Lifeline program.

YourTel Wireless subscribers may qualify for a Lifeline and Link-Up service offering if the subscriber meets certain state and federal eligibility requirements. These requirements are determined by the particular state where the subscriber resides. These state and federal eligibility requirements are also based on either program based eligibility or income based eligibility.

Program Based Eligibility:

Program based eligibility varies by state. YourTel Wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the program based eligibility, if they participate in one or more of the following programs and the state also participates in that program.

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

Income Based Eligibility:

Income based eligibility varies by state. Some states do not offer income based eligibility for Lifeline and Link-Up programs. YourTel Wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the income based eligibility, if subscriber's total combined household income meets the defined U.S. Government Income Poverty Guidelines. Proof of income documentation (such as a current tax return ) must be provided to YourTel Wireless to demonstrate eligibility income based eligibility.

YourTel Wireless Lifeline and Link-Up Programs Restrictions:

Subscribers applying for service in a YourTel Wireless Lifeline or Link-Up program agree to, and declare under penalty and perjury, that all of the following conditions below apply (but not limited to):

- YourTel Wireless Lifeline and Link-Up program is limited to one connection per household
- Subscriber applying for service certifies that subscriber has not utilized a Link-Up discount at the existing address.
- Subscriber applying for service certifies that subscriber does not participate in any other Lifeline program.
- Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for Lifeline or Link-Up service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent)
- If subscriber participates in another Lifeline program at the time applying for YourTel Wireless Lifeline service, the subscriber agrees to cancel Lifeline service with any other provider.
- Subscriber agrees to immediately notify YourTel Wireless of any address change.
- Subscriber affirms they meet the head of household requirement.
- Subscriber affirms they are least 18 years old.
- Subscriber affirms they are not claimed as a dependant on another person's tax returns.
- Subscriber affirms they will immediately notify YourTel Wireless if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts.
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by YourTel

- Wireless. Subscriber also authorizes any state or federal assistance programs representatives to verify subscriber's eligibility for Lifeline or Link-Up programs.
- Subscribers applying for Lifeline and Link-Up programs authorize YourTel Wireless (YourTel America, Inc.), or its duly appointed representative's to have access to records relating to the applicant to verify eligibility for the YourTel Wireless Lifeline or Link-Up program.
  - Subscribers applying for YourTel Wireless Lifeline and Link-Up programs affirm, under penalty and perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs:

Subscribers participating in the YourTel Wireless Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in Lifeline programs based on the appropriate state or federal recertification or verification requirements. YourTel Wireless (YourTel America, Inc.) 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 re-qualify for Lifeline service. If YourTel Wireless is unable to recertify or verify the required Lifeline qualifications the subscriber will be deemed ineligible to further participate in YourTel Wireless Lifeline programs. The subscriber's free minute plan will be discontinued in favor of a new plan to be chosen by the subscriber. The subscriber will be eligible to choose from any then available plan under the applicable terms and conditions for that plan.

YourTel Wireless reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. YourTel Wireless subscribers have the ability to terminate from the Lifeline program for any reason. Subscribers who choose to terminate from the Lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive free minutes included each month and will be required to re-qualify for Lifeline and Link-Up qualifications if they choose to enroll with another YourTel Wireless Lifeline program. Please send all termination requests (include name, wireless number, and identity related information) to:

YourTel America, Inc.

Attn: Wireless Disconnect Department

PO Box 270017

Kansas City, MO 64127

Or by fax to:

816-388-1080

Maintaining non-Lifeline accounts: YourTel Wireless subscribers using a non-Lifeline service must purchase and load airtime at least once during any consecutive 90 day period. Airtime expires 30 days from date of loading. If no additional airtime is loaded within 30 days after the service expiration of your airtime, then your service on the YourTel Wireless non-Lifeline service will be deactivated.

If you do not accept any of these Terms and Conditions of Service, do not activate or use service provided by YourTel Wireless and contact YourTel Wireless at the YourTel America Service Number located at the end of this document. By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for YourTel Wireless service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of YourTel Wireless. Any attempted assignment or delegation without proper consent from YourTel Wireless shall be void.

Supported Services:

The following supported services are available to YourTel Wireless subscribers who participate in Lifeline or Link-Up programs. Questions regarding supported services can be made in writing or by contacting a YourTel Wireless representative at the YourTel America Service Number located at the end of this document.

1. *Voice grade access to the public switched network.* YourTel Wireless service provides wireless access to the Public Switched Telecommunications Network ("PSTN"). "Voice grade access to the public switched network" is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating there is an incoming call in a bandwidth, at a minimum, between 300 to 3,000 Hertz;
2. *Dual tone multi-frequency signaling or its functional equivalent.* "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time. YourTel Wireless handsets are "DTMF" capable;
3. *Single-party service or its functional equivalent.* "Single-party wireless service" is a dedicated message path for the length of a subscriber's particular transmission. YourTel Wireless provides customers with single-party access for the duration of every call a subscriber makes that is provided by YourTel Wireless. YourTel Wireless does not provide multi-party or party line service;
4. *Access to emergency services.* "Access to emergency services" is a service available to YourTel Wireless subscribers that allows a subscriber to call to emergency services through a Public Service Access Point (PSAP) operated by the local government;
5. *Access to operator services.* "Access to operator services" is defined as having access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call;
6. *Access to interexchange service.* "Access to interexchange service" is defined as the user of the telecommunication service having access to complete a long distance call or a toll call;
7. *Access to directory assistance.* "Access to directory assistance" is defined as access to a service that includes making available to customers, upon request, information contained in directory listings; and
8. *Toll limitation for qualifying low-income consumers.* "Toll limitation" YourTel Wireless qualifying subscribers have the option to use their wireless service to complete a long distance call or toll call in an amount of service that limits the amount of toll service to which the subscriber has already paid.

YourTel Wireless Services:

YourTel Wireless service is provided at the company's discretion. YourTel Wireless (YourTel America, Inc.) may change pricing or the company's Terms and Conditions of Service, from time to time, without notice. Unless expressly prohibited by law, YourTel Wireless reserves the right to modify or cancel a subscriber's service, an account, or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms and Conditions of Service. Check the YourTel Wireless website, [www.yourtelwireless.com](http://www.yourtelwireless.com), for the most recent pricing and changes to the Terms and Conditions of Service. A subscriber's right to use YourTel America service is subject to YourTel America business practices, policies, procedures, rates and these Terms and Conditions of Service. YourTel Wireless may change the Terms and Conditions of Service at any time. YourTel Wireless will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscribers service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

YourTel America, Inc. provides YourTel Wireless mobile telecommunications services using the geographic areas covered by the Nationwide Sprint Network footprint. Local phone numbers may not be available in all areas. Subscribers do not have the ability use YourTel Wireless service with any other wireless phone, device, or on another network. Subscribers may also not use a YourTel Wireless handset with any other service or network. Airtime may be used for domestic calling from the United States and for other services as provided in these Terms and Conditions of Service. YourTel Wireless service is for personal use only and may not be used in a manner that interferes with another YourTel Wireless customer's use of service. YourTel Wireless has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high numbers of calls, sends or receives unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other YourTel Wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used other than for personal use and is in violation of these Terms and Conditions of Service. YourTel Wireless services are provided solely for live dialogue between two individuals. YourTel Wireless services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals. A YourTel Wireless subscriber account may be terminated, without notice, if a subscriber's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

YourTel Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond YourTel Wireless control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to wireless handsets. YourTel Wireless does not guarantee, or warrant, that service will be available at any specific time or geographical location, or that service will be provided without possible interruption. You should therefore never solely rely on your wireless phone for emergency calls, such as to 911. YourTel Wireless customers have access to dial 911 in an emergency. However, occasionally a subscriber may attempt to call 911 in an area where there is no wireless coverage. If there is no wireless coverage, a subscriber's call to 911 may not go through and the subscriber should dial 911 from the nearest landline phone.

By applying or activating service with YourTel Wireless, a subscriber agrees not to use YourTel Wireless services in any way that is illegal, abusive, or fraudulent. This will be determined by YourTel Wireless in its sole discretion. You may also not alter any of the software or hardware on your YourTel Wireless handset for any purpose. YourTel Wireless phones may not be sold to third parties.



In order to verify if you reside within a service area please visit [www.yourtelwireless.com](http://www.yourtelwireless.com). You may enter your zip code or locate coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. YourTel Wireless does not guarantee coverage or network availability.

#### YourTel Wireless ETC Services:

YourTel Wireless Lifeline programs are only available for activation by customer's who reside in the areas in which YourTel America, Inc., has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a YourTel Wireless ETC service area. Visit [www.yourtelwireless.com](http://www.yourtelwireless.com) to check whether you reside in a YourTel Wireless ETC service area. To be eligible for YourTel Wireless service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by YourTel America. Where applicable, YourTel Wireless Lifeline programs are provided to you by YourTel America, Inc., and are governed by tariffs. Tariffs are on file with the appropriate public utility commissions in each state and supersede any term related to the Lifeline Assistance program. YourTel Wireless may provide access to tariffs through its website. Please be aware that tariffs posted online may not be official documents and you assume full responsibility for any tariff information you access on the YourTel Wireless website. YourTel Wireless bears no liability for the accuracy of any documents available on this website.

#### YourTel Wireless Service Rates (Airtime), Features, Coverage, and Activation Fees:

1. Airtime is valued at \$0.20 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. YourTel Wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the YourTel Wireless Lifeline Assistance program. Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. YourTel Wireless does not provide any guarantees as to the availability or quality of service while roaming. A YourTel Wireless Customer must have airtime minutes available to make or receive a call. YourTel Wireless handsets will only operate when you have airtime minutes available on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime to your account.

#### Lifeline Free Plan 68

Each month you will receive 68 free voice minutes. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days. Non-Lifeline plans may vary by state.

*YourTel Wireless Additional Minutes Plans:*

YourTel Wireless will provide Additional Minutes Plans. Please visit [www.yourtelwireless.com](http://www.yourtelwireless.com) for the current rates of adding additional minutes rate plans. Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months. If you use all of your monthly voice minutes and messages before a new monthly cycle starts and you add an *Additional Minutes Offering Plan* to your account, you will be charged based off the *Additional Minutes Offering Plan* you choose for voice and messages. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your wireless phone to make or receive voice calls, other than 911 emergency calls, until the start of the next monthly cycle. If you have an *Additional Minutes Offering Plan* and use all your minutes included in the plan you will not have the ability to make calls or receive messages, except to place 911 calls where available, until you purchase another *Additional Minutes Offering Plan* or a new monthly cycle starts. If you are a Lifeline customer and also have an *Additional Minutes Offering Plan* and you do not have sufficient funds in your account to pay your monthly charge on your payment due date, you will automatically be switched to the free minutes offer only included each month with your service from the YourTel Wireless Lifeline program.

Subscribers may add an *Additional Minutes Offering Plan* to their YourTel Wireless account by using one of following methods. You can add an *Additional Minutes Offering Plan* to your account by paying by credit/debit card, or by buying a *Additional Minutes Offering Plan* at any YourTel Wireless authorized agent location. YourTel Wireless *Additional Minutes Offering Plans* come in increments of \$5, \$10, \$15, \$20, \$25, \$30, and \$50. Sales taxes apply and are not included in the cost of the minute plan purchased. Purchased *Additional Minutes Plans* cannot be transferred or applied to any other wireless service or account.

2. YourTel Wireless Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail. Caller ID may display both your billing name and your wireless number when placing outbound calls. YourTel Wireless does not have the ability to block your name and number when making outbound calls.

3. The YourTel Wireless activation fee may vary by state. In most states the activation fee is \$60 and some of the activation fee may be deferred. Subscribers activating service with a YourTel Wireless Lifeline program may be eligible for a Link-Up discount at the time of activation. The Link-Up fee will provide the subscriber a discount off the activation fee. YourTel Wireless subscribers are responsible to pay any remaining activation fee not covered by Link-Up. Subscribers are solely responsible to pay for the entire activation fee if they are not eligible for Link-Up. Activation fees may be deferred over a period of 12 months (balance at time of activation divided by 12 and billed monthly). YourTel Wireless reserves the right at any time and without notice to change the activation fees charged to new subscribers.

Subscribers who successfully submit a YourTel Wireless application for the Lifeline program will receive a free wireless phone provided by YourTel Wireless including an allotment of free airtime minutes each month for a period of twelve (12) consecutive months from the date service is started. The actual amount of airtime minutes eligible Lifeline subscribers will receive each month varies by state. YourTel Wireless reserves the right to change, or modify the actual amount of airtime minutes and eligible subscribers will receive on a monthly basis without notice. YourTel Wireless reserves the right to determine, at its sole discretion, whether or not an applicant meets the eligibility requirements to participate or continue to participate in the YourTel Wireless Lifeline.

YourTel Wireless Taxes and Surcharges:

YourTel Wireless charges state and local sales taxes. Pricing listed on the YourTel Wireless website or listed in advertising methods for wireless service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of YourTel Wireless service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. YourTel Wireless collects sales taxes on all *Additional Minutes Offering Plans* and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales taxes and required regulatory fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") will apply. Taxes and fees are subject to change without notice.

YourTel Wireless Text Messaging Rates:

A YourTel Wireless subscriber can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. You may use your free monthly allotment of minutes to send and/or receive text messages. Text messages sent to you by YourTel Wireless are free of charge. The charge to send or receive a text message will vary depending upon your plan. The standard rate to send or receive a text message on your YourTel Wireless phone is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to your account may include incremental minute rates per text messages sent or received. Text messaging rates for FREE PLAN 68 will be charged at 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Text messaging rates for FREE PLAN 125 and FREE PLAN 250 will be charged at 1 minute per text message for sending and 1 minute per text message for receiving text messages. If you have used all of your free monthly allotment of minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls. If you do not want minutes deducted from your YourTel Wireless phone for text messaging, then do not send or receive text messages. Due to the transmission method of Sprint's Nationwide Text Messaging Network, your cell phone number or other information may be transmitted over the Internet when using Text Messaging. By activating or using a YourTel Wireless phone and/or sending a text message, you understand any risks associated and agree you have been notified of such risks.

Domestic Text Messaging Rates:

Each domestic text will be deducted from the available messages in your free minute plan or in your purchased YourTel Wireless *Additional Minutes Offering Plan*. Any unused messages will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes, unless your plan includes rollover minutes. If you use all the messages in your available plan, and do not pay your monthly fee for your YourTel Wireless *Additional Minutes Offering Plan*, you will not receive your monthly allocation of messages associated with your plan. Subscriber messaging plans do not include international text, picture messaging, or voicemail messages.

International Text Messaging Rates:

YourTel Wireless does not allow international text messages. Attempting to send international messages could result in deactivation of service and de-enrollment from YourTel Wireless Lifeline Assistance Program.

Premium SMS:

Premium SMS is a text message to a designated "short code." Buying or attempting to buy SMS services from anyone other than YourTel Wireless is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of service, or some type of interaction with a television program. YourTel Wireless does not participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a "short code" using YourTel Wireless service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless whether you incur charges as deductions from your YourTel Wireless minutes.

Preventing or Sending Spam:

YourTel Wireless subscribers receiving unwanted text messages ("spam") should contact the source and request to unsubscribe or remove the subscriber's wireless phone number from the service. If a YourTel Wireless subscriber intentionally sends spam from a YourTel Wireless handset, the subscriber may be terminated without notice.

YourTel Wireless may send you messages via SMS. There is no guarantee you will receive them.

YourTel Wireless Data Service Rates:

YourTel Wireless provides wireless data services and mobile internet services using your YourTel Wireless phone. Sending or receiving data service will be available at a rate of \$1.25 per megabyte. Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations ("Data Subscription Rates"):

Data Subscription Rates:

1. \$5.00 for 5MB
2. \$10.00 for 20MB
3. \$20.00 for 50MB

Data usage will be deducted from the available data allocation in your purchased Data Subscription. Unused data expire at the end of your monthly Data Subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be required to add an additional Data Subscription in order to access the mobile internet. Each month you will be charged the monthly fee for the Data Subscription that you selected previously. You may terminate your subscription or switch to another data subscription by contacting YourTel Wireless at the YourTel America Service Number located at the end of this document. Subscribers are responsible for all data activity from and to your wireless phone, regardless of who initiates the activity. YourTel Wireless reserves the right to suspend, limit, or terminate a subscriber's account without notice for any misuse or use that adversely impacts network performance. YourTel Wireless will not provide free access to data content.

Data services available to YourTel Wireless subscribers may allow access many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of YourTel Wireless data services are solely responsible for evaluating the data content accessed while using a YourTel Wireless handset or device. YourTel Wireless strongly recommends that you monitor data content access by minors. Data content from third parties may harm your YourTel Wireless handset or software. YourTel Wireless, for any reason, may place restrictions on accessing certain data content, limit the amount of data you can access, or terminate a subscriber's access to data services. YourTel Wireless supports the use of data content, but, YourTel Wireless makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using a YourTel Wireless handset or device. YourTel Wireless does not have control over the data content provided on third party's site that a subscriber may access. YourTel Wireless reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If you use your cell phone to browse the Internet, your cell phone number or other information may be transmitted over the Internet. By activating or using a YourTel Wireless phone and/or using the data service, you understand any risks associated and agree you have been notified of such risks.

Subscribers may not use YourTel Wireless service for any illegal purpose. This includes harassing, threatening, abusing, defaming, or slandering any individual or entity. YourTel Wireless and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use of data content. YourTel Wireless (YourTel America, Inc.) intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. YourTel Wireless data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive or objectionable to subscribers or to others. YourTel Wireless subscribers agree not to hold YourTel Wireless (YourTel America, Inc.) liable for any offensive or objectionable data content.

YourTel Wireless Directory Assistance, Additional Charges and Services:

Directory assistance calls will be charged at a rate of \$1.50 per call plus applicable airline charges. This amount will be deducted from available minutes you have remaining on your wireless plan.

Calling to 900 / 976 numbers are not available to YourTel Wireless subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airline charges. YourTel Wireless allows subscribers to make or receive domestic long distance calls inside the domestic USA as long as coverage is available. YourTel Wireless does not allow free calls to other subscribers using YourTel Wireless service. YourTel Wireless subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

Subscribers can switch wireless numbers for an additional fee. To make this change, please call YourTel Wireless at the YourTel America Service Number located at the end of this document to switch your wireless phone number. A charge of \$15 may apply to number change requests.

YourTel Wireless will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

If a subscriber's account is deactivated for any reason, YourTel Wireless will assess subscribers a standard reactivation fee which is not refundable.

Please contact YourTel Wireless at the YourTel America Service Number located at the end of this document, or visit our website at [www.yourtelwireless.com](http://www.yourtelwireless.com), for additional pricing information or answers to any questions about YourTel Wireless services. Calls to YourTel Wireless may be monitored and recorded for quality assurance.

YourTel Wireless Subscriber Account History: Subscriber account history is available online for the previous 60 days of service. You may request a printed copy of your account history detailing the last 60 days of service by sending a written request to YourTel Wireless, PO Box 270017., Kansas City, MO 64127, Attention: Account History. You will be assessed a \$50.00 processing fee for this service. If you deactivate your services or change your wireless phone number, you may obtain your account history by contacting YourTel Wireless at the YourTel America Service Number located at the end of this document. Please visit [www.yourtelwireless.com](http://www.yourtelwireless.com) to access your account history at no cost. YourTel Wireless subscribers have the ability to request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or fax. Send requests to:

YourTel Wireless

PO Box 270017.

Kansas City, MO 64127

Or fax to: 816-388-1080

YourTel Wireless Disputed Charges:

If you have a dispute with any charge to your YourTel Wireless account, you must notify us within 60 days after the charge appears on your account. You may either contact YourTel Wireless at the YourTel America Service Number located at the end of this document or send notice in writing to the address listed below. A YourTel Wireless Customer Service Representative will investigate your claim. If YourTel Wireless is not notified of your dispute within this 60-day period you waive any right to dispute the charge, including in arbitration and/or a court proceeding. You accept all charges not properly disputed within this 60-day period. We will provide you a credit or refund if we determine that the disputed charge was inappropriate and was disputed by you in a timely manner. If we provide a credit or refund, you agree that the dispute is fully and finally resolved and not subject to any further proceedings. YourTel Wireless is not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If any unauthorized or disputed charge appears on your statement for a third-party product, you must contact that third party directly. Third-party contact information is also available by calling YourTel Wireless at the YourTel America Service Number located at the end of this document. YourTel Wireless service, unless otherwise provided by law, excludes all incidental or consequential damages. Some states do not allow this exclusion.

Dispute by mail:

YourTel Wireless

Attn: Dispute Resolution

PO Box 270017 Kansas City, MO 64127

YourTel Wireless Refunds, Returns, or Lost Equipment Policy:

Refunds: YourTel Wireless is not responsible for, nor will we refund any lost, stolen, misused, or damaged YourTel Wireless *Additional Minutes Offering Plans*. Additional plans purchased must be applied to a subscriber's account within 1 year of purchase. YourTel Wireless does not accept returns or provide refunds of any *YourTel Wireless Additional Minutes Offering Plans*. All purchases of *YourTel Wireless Additional Minutes Offering Plans* are final and non-refundable regardless of who uses or possesses the subscriber's wireless phone after airtime is purchased, and regardless of whether the wireless phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

Returns: Wireless handsets purchased directly from YourTel Wireless may be returned for a full refund within 30 days of purchase. A subscriber must return the complete handset as was received at the time of activation. Please contact YourTel Wireless at the YourTel America Service Number located at the end of this document for instructions. YourTel Wireless provides new and recycled handsets to subscribers. All handset models provided to Lifeline subscribers are selected at the sole discretion of YourTel Wireless. Handset models may vary. YourTel Wireless reserves the right to replace handsets with various models at its sole discretion. All wireless handsets purchased directly from YourTel Wireless include a 90-day warranty from YourTel Wireless. If you experience a handset malfunction call YourTel Wireless at the YourTel America Service Number located at the end of this document.

Lost or Stolen Equipment: If a YourTel Wireless Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until YourTel Wireless is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact YourTel Wireless at the YourTel America Service Number located at the end of this document. Upon receiving notice of the lost or stolen phone, YourTel Wireless will suspend the account immediately. If a subscriber does not either activate a new YourTel Wireless phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the YourTel Wireless phone number.

YourTel Wireless Phone Number:

YourTel Wireless subscribers must accept the number that is assigned to them at the time of activation. The wireless phone number YourTel Wireless provides for subscribers to use is and will remain the property of YourTel Wireless. YourTel Wireless may release a subscriber's wireless phone number to another subscriber, without giving notice, if the subscriber cancels service with YourTel Wireless, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. YourTel Wireless reserves the right to change a wireless number at any time. YourTel Wireless will attempt to notify the subscriber prior to any change. A subscriber can request to change a wireless phone number for a number change fee of \$15.

In some situations, a subscriber may transfer an existing carrier telephone number to your YourTel Wireless service for use as a YourTel Wireless phone number. To switch an existing phone number to YourTel Wireless, please contact YourTel Wireless at the YourTel America Service Number located at the end of this document. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to YourTel Wireless, they may have to pay a termination fee to the former carrier to early terminate the contract. YourTel Wireless will not reimburse a subscriber for any termination fees imposed by other carriers.



Use of YourTel Wireless Customer Information:

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of YourTel Wireless Privacy Policy available online at [www.yourtelwireless.com](http://www.yourtelwireless.com). The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that YourTel Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the YourTel Wireless Privacy Policy. YourTel Wireless will not intentionally share subscriber's personal information without the subscriber's permission. YourTel Wireless may, from time to time, use the information subscribers provide to market services to subscribers that may be related to YourTel Wireless services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from YourTel Wireless and its affiliates about new products, promotions, or other important services offered by YourTel Wireless. Subscribers who choose not to receive these notices may elect to unsubscribe to the information by calling YourTel Wireless at the YourTel America Service Number located at the end of this document. YourTel Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution:

You agree to contact YourTel Wireless with any disputes. You must contact YourTel Wireless with any dispute by calling YourTel Wireless at the YourTel America Service Number located at the end of this document or by writing YourTel Wireless at PO Box 270017, Kansas City, MO 64127., , Attn: Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A YourTel Wireless representative will contact you at the last address you have provided or by phone. YourTel Wireless agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or YourTel Wireless may commence a Binding Arbitration proceeding(see below).

Certain disputes you may have with YourTel Wireless (YourTel America, Inc.) may be resolved through Binding Arbitration. By making or receiving calls on a YourTel Wireless handset you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with YourTel Wireless. This Binding Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with YourTel Wireless. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of Missouri, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you

(the subscriber) reside, or where you (the subscriber) use or pay for YourTel Wireless services. To the extent permitted by law, if a dispute claim proceeds in court, YourTel Wireless and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

Limitation of Liability:

YourTel Wireless and YourTel America, Inc. are not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. YourTel Wireless and YourTel America, Inc. will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. YourTel Wireless and YourTel America, Inc. are not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with YourTel Wireless. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. YourTel Wireless assumes no risk or responsibility for a subscriber's use of any content provided by YourTel Wireless services. YourTel Wireless is not liable for any act or omission of any third party company providing part of YourTel Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by YourTel Wireless, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and YourTel Wireless, YourTel America, Inc., or its affiliates. You (subscriber), also agree that YourTel Wireless will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from a handset address book provided by YourTel Wireless.

Indemnification:

To the full extent by law, you agree to hold harmless and indemnify YourTel Wireless, YourTel America, Inc., and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of YourTel Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with YourTel America, Inc.

A subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all subscribers. A subscriber may have other legal rights that vary by state.

Warranties:

YourTel Wireless does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The YourTel Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, YourTel Wireless, and YourTel America, Inc., with respect to products and services provided to you and the terms under which they are offered to you by YourTel Wireless. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of Missouri. This excludes customers who are residents of the state of California.

YourTel Wireless reserves the right to suspend or terminate any subscriber's access to YourTel Wireless services or to the YourTel Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of YourTel Wireless, its affiliates, or for any other reason at the sole discretion of YourTel Wireless.

Notices:

You may send notices to YourTel Wireless by mail, PO Box 270017., Kansas City, MO 64127, or by phone, at the YourTel America Service Number located below. Notices will be considered effective after received by YourTel Wireless. If a subscriber is unable to resolve concerns with YourTel Wireless, they may file a complaint with the Federal Communications Commission. Any notice sent to a subscriber will be sent to your last known residence we have on file, or via text message to your YourTel Wireless phone.

YourTel America Service Contact Numbers

1-855-299-9990

Thank you for choosing YourTel Wireless!!