REDACTED FOR PUBLIC INSPECTION

**FCC Form 481 - Carrier Annual Reporting Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name: Person USAC should contact with questions about this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number: Number of the person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address: Email of the person identified in data line <030> | rhonda.thomas63@t-mobile.com |
| | Form Type | 54.313 and 54.422 |

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

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

<220>

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

-- See attached worksheet --

**(300) Unfulfilled Service Request**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

<300> Unfulfilled service request (voice) 0

<310> Detail on attempts (voice)

Name of Attached Document

<320> Unfulfilled service request (broadband)

<330> Detail on attempts (broadband)

Name of Attached Document

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |
| <400> | Select from the drop-down list to indicate how you would like to report voice complaints (zero or greater) for voice telephony service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize. | Offered only mobile voice |
| <410> | Complaints per 1000 customers for fixed voice | |
| <420> | Complaints per 1000 customers for mobile voice | [redacted] |
| <430> | Select from the drop-down list to indicate how you would like to report end-user customer complaints (zero or greater) for broadband service in the prior calendar year for each service area in which you are designated an ETC for any facilities you own, operate, lease, or otherwise utilize. | |
| <440> | Complaints per 1000 customers for fixed broadband | |
| <450> | Complaints per 1000 customers for mobile broadband | |

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |
| <500> | Certify compliance with applicable service quality standards and consumer protection rules | Yes |
| <510> | Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance | 2016 CTIA Certification_1.pdf |
| <515> | Certify compliance with applicable minimum service standards | |

**(600) Functionality in Emergency Situations**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |
| <600> | Certify compliance regarding ability to function in emergency situations | Yes |
| <610> | Descriptive document for Functionality in Emergency Situations | 610-Line 610-1.pdf |

**(700) Price Offerings including Voice Rate Data**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
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| <015> | Study Area Name | T-Mobile West Corporation |
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| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

| | | |
|---|---|---|
| <701> | Residential Local Service Charge Effective Date | 1/1/2017 |
| <702> | Single State-wide Residential Local Service Charge | |

<703>

| <a1> | <a2> | <a3> | <b1> | <b2> | <b3> | <b4> | <b5> | <c> |
|---|---|---|---|---|---|---|---|---|
| **State** | **Exchange (ILEC)** | **SAC (CETC)** | **Rate Type** | **Residential Local Service Rate** | **State Subscriber Line Charge** | **State Universal Service Fee** | **Mandatory Extended Area Service Charge** | **Total per line Rates and Fees** |
| | | | | | | | | |

-- See attached worksheet --

**(710) Broadbrand Price Offerings**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

<711>

| <a1> | <a2> | <b1> | <b2> | <c> | <d1> | <d2> | <d3> | <d4> |
|---|---|---|---|---|---|---|---|---|
| **State** | **Exchange (ILEC)** | **Residential Rate** | **State Regulated Fees** | **Total Rate and Fees** | **Broadband Service - Download Speed (Mbps)** | **Broadband Service - Upload Speed (Mbps)** | **Usage Allowance (GB)** | **Usage Allowance Action Taken When Limit Reached {*select*}** |
| | | | | | | | | |
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**(800) Operating Companies**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

| | | |
|---|---|---|
| <810> | Reporting Carrier | T-Mobile West, LLC |
| <811> | Holding Company | T-Mobile USA, Inc. |
| <812> | Operating Company | T-Mobile West, LLC |

**<813>**

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

-- See attached worksheet --

**(900) Tribal Lands Reporting**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

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

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

Coeur d'Alene Reservation
Lower Elwha Reservation
Lummi Reservation
Muckleshoot Reservation
Nisqually Reservation
Nooksack Reservation
Puyallup Reservation
Samish Indian Nation
Snoqualmie Reservation
Spokane Reservation
Squaxin Island Reservation
Stillaguamish Reservation
Swinomish Reservation

<920> Tribal Government Engagement Obligation

529013_920_WA.pdf

Name of Attached Document

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

| | | Select Yes or No or Not |
|---|---|---|
| <921> | Needs assessment and deployment planning with a focus on Tribal | Yes |
| | | |
| <922> | Feasibility and sustainability planning; | Yes |
| <923> | Marketing services in a culturally sensitive manner; | Yes |
| <924> | Compliance with Rights of way processes | Yes |
| <925> | Compliance with Land Use permitting requirements | Yes |
| <926> | Compliance with Facilities Siting rules | Yes |
| <927> | Compliance with Environmental Review processes | Yes |
| <928> | Compliance with Cultural Preservation review processes | Yes |
| <929> | Compliance with Tribal Business and Licensing requirements. | Yes |

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

<1000> Voice services rate comparability certification

Not Applicable

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

Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

**(1100) No Terrestrial Backhaul Reporting Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

| | | |
|---|---|---|
| <1100> | Certify whether terrestrial backhaul options exist (Y/N) | Yes |
| <1130> | Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps | |

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

WA_1210_529013.pdf

Name of Attached Document

<1220> Link to Public Website

HTTP

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

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

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

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

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
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| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

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

## Incremental Connect America Phase I reporting

<2011> 3rd Year Certification 47 CFR §54.313(b)(1)(ii) - Note that for the July 2017 certification, this applies to Round 2 recipients of Incremental Support.

<2022> Recipient certifies, representing year three after filing a notice of acceptance of funding pursuant to 54.312(c), that the locations in question are not receiving support under the Broadband Initiatives Program or the Broadband Technology Opportunities Program for projects that will provide broadband with speeds of at least 4 Mbps/1Mbps - 54.313(b)(2)(i). Round 2 recipients only.

<2023> The attachment on line 2024 includes a statement of the total amount of capital funding expended in the previous year in meeting Connect America Phase I deployment obligations, accompanied by a list of census blocks indicating where funding was spent. This covers year three - 54.313(b)(2)(ii). Round 2 recipients only.

<2024A> Round 2 Recipient of Incremental Support?

<2024B> Attach list of census blocks indicating where funding was spent in year three - 54.313(b)(2)(ii). Round 2 recipients only.

Name of Attached Document Listing Required Information

<2025A> Round 2 Recipient of Incremental Support?

<2025B> Attach geocoded Information for Phase I milestone reports (Round 2 for year three) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-73, paragraph 35 (May 22, 2013).

Name of Attached Document Listing Required Information

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

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

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

<2016> Certification support used to build broadband

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

<2017A> Connect America Fund Phase II recipient?

<2017C> Total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2016.

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

Name of Attached Document Listing Required Information

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

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
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| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

Select from the drop down menu or check the boxes below to note compliance with 54.313(f)(1). Privately held carriers must ensure compliance with the financial reporting requirements set forth in 47 CFR 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

| | | | |
|---|---|---|---|
| | Progress Report on 5 Year Plan | | |
| (3009) | Carrier certifies to 54.313(f)(1)(iii) | | |
| (3010A) | Certification of Public Interest Obligations {47 CFR § 54.313(f)(1)(i)} | | |
| (3010B) | Please Provide Attachment | Name of Attached Document Listing Required Information | |
| (3012A) | Community Anchor Institutions {47 CFR § 54.313(f)(1)(ii)} | | |
| (3012B) | Please Provide Attachment | Name of Attached Document Listing Required Information | |
| (3013) | Is your company a Privately Held ROR Carrier {47 CFR § 54.313(f)(2)} | (Yes/No) | |
| (3014) | If yes, does your company file the RUS annual report | (Yes/No) | |
| | Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires: | | |
| (3015) | Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers) | | |
| (3016) | Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows | | |
| (3017) | If the response is yes on line 3014, attach your company's RUS annual report and all required documentation | Name of Attached Document Listing Required Information | |
| (3018) | If the response is no on line 3014, is your company audited? | (Yes/No) | |
| | If the response is yes on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains: | | |
| (3019) | Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers | | |
| (3020) | Document(s) for Balance Sheet, Income Statement and Statement of Cash Flows | | |
| (3021) | Management letter and/or audit opinion issued by the independent certified public accountant that performed the company's financial audit. | | |
| | If the response is no on line 3018, please check the boxes below to confirm your submission on line 3026 pursuant to § 54.313(f)(2), contains: | | |
| (3022) | Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers | | |
| (3023) | Underlying information subjected to a review by an independent certified public accountant | | |
| (3024) | Underlying information subjected to an officer certification. | | |
| (3025) | Document(s) with Balance Sheet, Income Statement and Statement of Cash Flows | | |
| (3026) | Attach the worksheet listing required information | Name of Attached Document Listing Required Information | |

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

**Data Collection Form**

FCC Form 481

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

July 2013

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| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

**Financial Data Summary**

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

Name of Attached Document Listing Required Information

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
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**4005 Rural Broadband Experiment**

Authorized Rural Broadband Experiment (RBE) recipients must address the certification for public interest obligations, provide a list of newly served community anchor institutions, and provide a list of locations where broadband has been deployed.

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

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

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

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

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

**4003b**. Provide the number, names and addresses of community anchor institutions to which the recipient newly began providing access to broadband service in the preceding calendar year. Name of Attached Document Listing Required Information _____

**Broadband Deployment Locations – FCC 14-98 (paragraph 80)**

**4004a**. Attach a list of geocoded locations to which broadband has been deployed as of the June 1st immediately preceding the July 1st filing deadline for the FCC Form 481. Name of Attached Document Listing Required Information _____

**4004b**. Attach evidence demonstrating that the recipient is meeting the relevant public service obligations for the identified locations. Materials must at least detail the pricing, offered broadband speed and data usage allowances available in the relevant geographic area. Name of Attached Document Listing Required Information _____

| **Certification - Reporting Carrier Data Collection Form** | FCC Form 481<br>OMB Control No. 3060-0986/OMB Control No. 3060-0819<br>July 2013 |
|---|---|

| | | |
|---|---|---|
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| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

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

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

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

Name of Reporting Carrier: T-Mobile West Corporation

Signature of Authorized Officer: CERTIFIED ONLINE Date 06/16/2017

Printed name of Authorized Officer: Chris Miller

Title or position of Authorized Officer: VP Tax

Telephone number of Authorized Officer: 4253835931 ext.

Study Area Code of Reporting Carrier: 529013 Filing Due Date for this form: 07/03/2017

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

**Certification - Agent / Carrier**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

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

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

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

Name of Authorized Agent:

Name of Reporting Carrier:

Signature of Authorized Officer: Date:

Printed name of Authorized Officer:

Title or position of Authorized Officer:

Telephone number of Authorized Officer:

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

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

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

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

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

Name of Reporting Carrier:

Name of Authorized Agent Firm:

Signature of Authorized Agent or Employee of Agent: Date:

Name of Authorized Agent Employee:

Title or position of Authorized Agent or Employee of Agent

Telephone number of Authorized Agent or Employee of Agent:

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

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

# Attachments

REDACTED FOR PUBLIC INSPECTION

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

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

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

<220>

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

**(700) Price Offerings including Voice Rate Data**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

| | | |
|---|---|---|
| <701> | Residential Local Service Charge Effective Date | 1/1/2017 |
| <702> | Single State-wide Residential Local Service Charge | |

<703>

| <a1> | <a2> | <a3> | <b1> | <b2> | <b3> | <b4> | <b5> | <c> |
|---|---|---|---|---|---|---|---|---|
| **State** | **Exchange (ILEC)** | **SAC (CETC)** | **Rate Type** | **Residential Local Service Rate** | **State Subscriber Line Charge** | **State Universal Service Fee** | **Mandatory Extended Area Service Charge** | **Total per line Rates and Fees** |
| WA | | | FR | 70.0 | 0.0 | 0.0 | 0.0 | 70.0 |

REDACTED FOR PUBLIC INSPECTION

**(800) Operating Companies**
**Data Collection Form**

FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

| | | |
|---|---|---|
| <010> | Study Area Code | 529013 |
| <015> | Study Area Name | T-Mobile West Corporation |
| <020> | Program Year | 2018 |
| <030> | Contact Name - Person USAC should contact regarding this data | Rhonda R. Thomas |
| <035> | Contact Telephone Number - Number of person identified in data line <030> | 4253834000 ext.4215 |
| <039> | Contact Email Address - Email Address of person identified in data line <030> | rhonda.thomas63@t-mobile.com |

| | | |
|---|---|---|
| <810> | Reporting Carrier | T-Mobile West, LLC |
| <811> | Holding Company | T-Mobile USA, Inc. |
| <812> | Operating Company | T-Mobile West, LLC |

<813>

| <a1> | <a2> | <a3> |
|---|---|---|
| **Affiliates** | **SAC** | **Doing Business As Company or Brand Designation** |
| T-Mobile Northeast LLC and T-Mobile Central LLC | 179014 | DBA T- Mobile |
| T-Mobile Northeast LLC | 199016 | DBA T- Mobile |
| T-Mobile South LLC | 219013 | DBA T- Mobile |
| Powertel/Memphis, Inc. and T-Mobile Central LLC | 269024 | DBA T- Mobile |
| Powertel/Memphis, Inc. and T-Mobile South LLC | 289029 | DBA T- Mobile |
| T-Mobile Central LLC | 369014 | DBA T- Mobile |
| T-Mobile West LLC | 449066 | DBA T- Mobile |
| T-Mobile West LLC | 499013 | DBA T- Mobile |
| T-Mobile Puerto Rico LLC | 639003 | DBA T- Mobile |
| MetroPCS California, LLC | | MetroPCS |
| MetroPCS Florida, LLC | | MetroPCS |
| MetroPCS Georgia, LLC | | MetroPCS |
| MetroPCS Massachusetts, LLC | | MetroPCS |
| MetroPCS Michigan, Inc. | | MetroPCS |
| MetroPCS Nevada, LLC | | MetroPCS |
| MetroPCS New York, LLC | | MetroPCS |
| MetroPCS Pennsylvania, LLC | | MetroPCS |
| MetroPCS Texas, LLC | | MetroPCS |
| | | |
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REDACTED FOR PUBLIC INSPECTION

ctia™
Everything Wireless

Meredith Attwell Baker

September 19, 2016

Mr. John Legere
Chief Executive Officer
T-Mobile USA
12920 SE 38th Street
Bellevue, WA 98006-1350

Dear John:

Congratulations! This letter is to notify you that T-Mobile USA ("T-Mobile") has completed the recertification process for the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") for the period January 1, 2016 – December 31, 2016, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, T-Mobile is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of T-Mobile review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. Upon request, we will provide two specimens (color and black/white) of the Seal for T-Mobile's use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Kathryn Dall'Asta, CTIA's Associate Counsel, at (202) 736-3677 or kdallasta@ctia.org.

CTIA commends T-Mobile for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with T-Mobile on this important industry initiative.

Sincerely,

Meredith

Meredith Attwell Baker

c.c. Kelsey Joyce, Director of Legal Affairs, Marketing
Dave Miller, General Counsel

Attachment

# EMERGENCY OPERATIONS PLAN

T-Mobile is able to function in emergency situations as set forth in Section 54.201(a)(2), which includes "a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."[1] In particular, T-Mobile has the following capabilities to remain functional in emergency situations:

- Availability of fixed and portable back-up power generators at various network locations throughout T-Mobile's network that can be deployed in emergency situations.
- Ability to reroute traffic around damaged or out-of-service facilities through the deployment of cell-on-wheels ("COWs"), redundant facilities, and dynamic rerouting of traffic over alternate facilities.
- A network control center that monitors network traffic and anticipates traffic spikes, and can then (i) deploy network facilities to accommodate capacity needs, (ii) change call routing translations, and (iii) deploy COWs to temporarily meet traffic needs until longer-term solutions, such as additional capacity and antenna towers can be deployed.
- The majority of sites not equipped with fixed generators have battery back-up systems installed to maintain service in the event of a widespread power outage.

[1] 47 C.F.R. § 54.202(a)(2).

# T-Mobile USA
# Business Continuity Program Summary

T-Mobile USA, Inc. ("T-Mobile") is committed to safeguarding the interests of our customers, employees and stakeholders in the event of an emergency or significant business disruption. As a result T-Mobile has and maintains an enterprise-wide Business Continuity Program designed to provide effective responses to a wide variety of disruptive events. T-Mobile's Business Continuity Program is centralized in its design and decentralized in its implementation, promoting active involvement in the program by all lines of business in all locations.

Primary components of the T-Mobile Business Continuity Program include:

- Enterprise Business Continuity Project Initiation and Oversight
- Risk Evaluation and Controls
- Business Impact Assessment and Analysis
- Business Continuity and Disaster Recovery Strategic Direction
- Crisis Response, Emergency Response, and Operations
- Business Continuity Plan Development, Maintenance, and Exercising
- Awareness and Training Programs
- Public Relations and Crisis Response and Resumption Coordination
- Coordination with External Agencies

A team of certified Business Continuity professionals is responsible for documenting and developing enterprise standards, processes, and policies for all business continuity and disaster recovery needs throughout T-Mobile. This group supports the line of business continuity planning and defines enterprise tools and methodologies. This level of consistency across the lines of business enhances T-Mobile's overall planning and resumption efforts.

T-Mobile also maintains backup and alternate power sources at mission critical locations, and has information processing and telecommunications back-up sites that provide redundancy that is important to protecting key business information and services. Business Continuity Plans are housed in a centralized online repository, accessible to employees in office and remotely through a web browser. Additionally, hard copies of plans are available at multiple sites throughout the enterprise.

The T-Mobile USA Business Continuity Program is designed and maintained to proactively mitigate the risk of threats to T-Mobile's customers, employees, and stakeholders. As such the program is revised and updated as needed to address potential and emerging hazards.

For more information on the T-Mobile Business Continuity Program, please send inquiries to: business.continuity@t-mobile.com

August, 2009

T-Mobile - Washington
FCC Form 481 Annual Report, Worksheet 0900
June 2017

# Tribal Engagement

FCC Rule 54.313(a)(9) requires T-Mobile to consult with the federally recognized Indian Tribes within its ETC Service Area on matters related to the provision of telecommunications services on tribal lands. Specifically, an ETC must demonstrate that it has had "discussions with Tribal governments that, at a minimum, included:

i. A needs assessment and deployment planning with a focus on Tribal community anchor institutions;
ii. Feasibility and sustainability planning;
iii. Marketing services in a culturally sensitive manner;
iv. Rights of way processes, land use permitting, facilities siting, environmental and cultural preservation review processes; and
v. Compliance with Tribal business and licensing requirements. Tribal business and licensing requirements include business practice licenses that Tribal and non-Tribal business entities, whether located on or off Tribal lands, must obtain upon application to the relevant Tribal government office or division to conduct any business or trade, or deliver any goods or services to the Tribes, Tribal members, or Tribal lands. These include certificates of public convenience and necessity, Tribal business licenses, master licenses, and other related forms of Tribal government licensure.

T-Mobile's ETC Service Area in Washington includes the tribal lands of 16 federally recognized Indian Tribes identified in Attachment A. T-Mobile has established a tribal engagement process with all federally-recognized tribes in its ETC Service Area. In particular, T-Mobile contacted each federally-recognized tribe within its ETC service area and:

- explained the purpose of these communications with the tribe, including outlining the requirements identified above and the additional guidance provided by the Office of Native American Programs ("ONAP");
- provided T-Mobile contact information;

- identified T-Mobile facilities and/or cell sites on tribal lands;
- identified available T-Mobile rate plans and service offerings; and
- requested information in response from the tribes to ensure that T-Mobile meets all applicable tribal requirements related to:
    - deployment planning with a focus on Tribal community anchor institutions;
    - feasibility and sustainability planning;
    - marketing services in a culturally sensitive manner;
    - rights of way processes, land use permitting, facilities siting, environmental and cultural preservation review processes;
    - compliance with Tribal business and licensing requirements; and,
    - any other needs, questions or concerns that the tribes may have.

In 2016, T-Mobile continued its discussions with Tribes within its ETC service area and, to help facilitate these discussions, T-Mobile prepared a detailed Questionnaire based upon ONAP Tribal engagement guidelines. Attachment B is a sample copy of the T-Mobile letter to the Tribes along with the Tribal Engagement Questionnaire. T-Mobile has on-going discussions with the Tribes within its ETC service area by mail, email and/or phone to address any questions or issues regarding its provision of telecommunications services on Tribal lands.

T-Mobile - Washington
FCC Form 481 Annual Report, Worksheet 0900
June 2017

## ATTACHEMENT A

## FEDERALLY RECOGNIZED INDIAN TRIBES WITHIN T-MOBILE'S ETC SERVICE AREA IN WASHINGTON

| Federally-Recognized Tribal Lands Within T-Mobile's WA ETC Service Area | Name of Indian Tribe |
|---|---|
| Coeur d'Alene Reservation | Coeur d'Alene Tribe |
| Lower Elwha Reservation | Lower Elwha Klallam Tribe |
| Lummi Reservation | Lummi Nation |
| Muckleshoot Reservation | Muckleshoot Indian Tribe |
| Nisqually Reservation | Nisqually Indian Tribe |
| Nooksack Reservation | Nooksack Indian Tribe |
| Puyallup Reservation | Puyallup Tribe of Indians |
| Samish Indian Nation | Samish Indian Tribe |
| Snoqualmie Reservation | Snoqualmie Tribe |
| Spokane Reservation | Spokane Tribe |
| Squaxin Island Reservation | Squaxin Island Tribe |
| Stillaguamish Reservation | Stillaguamish Tribe |
| Swinomish Reservation | Swinomish Indian Tribe |
| Tulalip Reservation | Tulalip Tribes |
| Upper Skagit Reservation | Upper Skagit Indian Tribe |
| Yakima Nation Reservation | Confederated Tribes and Bands of the Yakama Nation |

## ATTACHMENT B

## T-MOBILE SAMPLE LETTER AND TRIBAL ENGAGEMENT QUESTIONNAIRE

2016

To Whom It May Concern:

As part of its on-going efforts to consult with tribal authorities on its provision of service on tribal lands, T-Mobile USA, Inc. ("T-Mobile") provides this update to _____ Tribe, consistent with 47 C.F.R. § 54.313(a)(9), which requires recipients of federal high cost universal service support to consult with tribal authorities on issues with respect to its provision of service on tribal lands. T-Mobile provides commercial mobile radio service ("CMRS"), commonly referred to as cellular or wireless service, and has been designated as an Eligible Telecommunications Carrier ("ETC") for purposes of federal high cost universal service support, in Washington, including all or part of the _____ Reservation. As an ETC eligible for high cost universal service support, T-Mobile has undertaken specific steps to meet its obligations to engage _____ Tribe in discussions regarding communications needs and requirements on _____ Reservation.

T-Mobile has undertaken several initiatives to meet its obligations under the tribal engagement process, including, but not limited to, providing _____ Tribe with the following information with respect to its provision of service on the _____Reservation:

- in October 2012, T-Mobile sent the _____ Tribe an introductory letter explaining the tribal consultation requirements and providing information about T-Mobile and its provision of service on _____Reservation;
- in November 2012, T-Mobile sent a follow-up letter to _____ Tribe as part of its on-going tribal consultation;
- in December 2012 and continuing in 2013, T-Mobile contacted _____ Tribe by email and/or phone in an attempt to address any questions with respect to its provision of service on _____Reservation;
- in April and May 2013, T-Mobile sent to _____ Tribe a presentation containing information about the tribal consultation requirements and its provision of service on _____Reservation;
- in October 2013, T-Mobile provided the _____ Tribe with a copy of its universal service 2013 Annual Report filed with the Federal Communications Commission ("FCC"), consistent with 47 C.F.R. § 54.313(i);
- in December 2013 and January 2014, T-Mobile updated the _____ Tribe on matters related to the tribal engagement process and further explained T-Mobile's tribal Lifeline offering;

- in June and July 2014, T-Mobile provided the _____ Tribe with a copy of its universal service 2014 Annual Report filed with the FCC, consistent with 47 C.F.R. § 54.313(i);
- in December 2014, T-Mobile provided an update on its tribal consultation with the _____ Tribe, along with a Questionnaire to address issues related to T-Mobile's provision of universal service on _____Reservation;
- in July 2015, T-Mobile provided the _____ Tribe with a copy of its universal service 2015 Annual Report filed with the FCC, consistent with 47 C.F.R. § 54.313(i);
- in December 2015, T-Mobile provided a further update on its tribal consultation with the _____ Tribe, along with a Questionnaire to address issues related to T-Mobile's provision of universal service on _____Reservation;
- in July 2016, T-Mobile provided the _____ Tribe with a copy of its universal service 2015 Annual Report filed with the FCC, consistent with 47 C.F.R. § 54.313(i); and
- in December 2016, T-Mobile provided a further update on its tribal consultation with the _____ Tribe, along with a Questionnaire to address issues related to T-Mobile's provision of universal service on _____Reservation.

T-Mobile recognizes the importance of making available to residents of _____ Reservation affordable options for their wireless telecommunications needs. T-Mobile's enhanced Lifeline service is available to all eligible residents of _____ Reservation and includes:

- $1.00 per month discounted rate plan (based on a $19.99 per month rate plan less an $18.99 discount for eligible residents of tribal lands);
- unlimited talk time;
- competitive terms and conditions of service, including no service contract and no early termination fee for cancelling service; and
- an affordable handset based upon available handset inventory at the time of activation.

In addition, T-Mobile's generally available service offerings can be found at www.t-mobile.com.

T-Mobile looks forward to continuing to engage with _____ Tribe on its provision of service on the _____Reservation. Please take a look at the attached Questionnaire and provide any responses you may want to share at your convenience. This Questionnaire is provided to help facilitate the tribal engagement process, but if you prefer, we can schedule a time to talk by phone or meet in person to discuss the communications needs of

_____ Tribe and the requirements for providing service on the _____ Reservation.

Please do not hesitate to contact me with any questions.

Respectfully,

T-Mobile USA, Inc.

12920 SE 38th Street

Bellevue, WA 98006

# T-MOBILE TRIBAL ENGAGEMENT QUESTIONNAIRE

2016

*This Questionnaire has been prepared by T-Mobile to assist in the tribal engagement process, consistent with 47 C.F.R. § 54.313(a)(9), by collecting information about the Tribe's telecommunications needs and requirements for operation on Tribal Lands. The Information provided by the Tribe to T-Mobile will be used solely for the purpose of the tribal engagement process and will not be used for any other purposes.* ***Please attach additional pages as necessary referencing the appropriate question.***

**Needs Assessment and Deployment Planning**

*ONAP Tribal Engagement Notice*[1] Requirement: Tribal governments should come to the table with a serious, well thought out assessment of the Tribes' communications needs. Issues that Tribal governments should consider include, for example, the Tribe's communications goals, needs, and priorities, as well as what the Tribe intends to do with communications services (e.g., provide connectivity to those living on Tribal lands, encourage economic opportunity). Tribal governments should also assess what core community or anchor institutions are central to deployment, and what in the nature and operation of these institutions is relevant to the need for communications services. In addition, Tribal governments should consider whether there are economic factors and possibly Tribally-driven opportunities that will assist in making the business case for deployment on Tribal lands, as well as opportunities where Tribal governments and communications providers can partner.

By telling us more about the specific needs of the Tribe, T-Mobile will be better equipped to determine if there are steps that it can take to better serve the Tribe, what any needed modifications or improvements might be, and how to best prioritize the action to meet those needs.

[1] FCC Public Notice, *Office of Native Affairs and Policy, Wireless Telecommunications Bureau, and Wireline Competition Bureau Issue Further Guidance on Tribal Government Engagement Obligation Provisions of the Connect America Fund,* DA 12-1165, July 19, 2012 ("*ONAP Tribal Engagement Notice*").

# T-Mobile - Washington
# FCC Form 481 Annual Report, Worksheet 0900
# June 2017

Additional T-Mobile Information Requests for Needs Assessment and Deployment Planning:

1. Explain how the Tribe uses, or would like to use in the future, wireless telecommunication service to meet the needs of the Tribe, its members, residents, and other individuals on Tribal Lands, including voice, text, data/Internet, and other services, such as voice mail, conferencing, etc., high speed broadband service, and lifeline (affordable telephone) service.

_____
_____
_____
_____
_____
_____

2. Do you have any specific telecommunications needs of tribal entities, including tribal government and other tribal institutions? If so, please explain.

_____
_____
_____
_____
_____
_____

3. Are there locations within the Tribal Lands that are lacking wireless coverage? If so, please provide location information, including longitude and latitude, addresses, cross-streets, maps, or other visible markings to allow for inspection.

_____
_____
_____
_____
_____
_____

**Feasibility and Planning**

*ONAP Tribal Engagement Notice* Requirement: Tribal Nations should be prepared to discuss any additional resources they may bring to bear in feasibility and sustainability planning for communications services, because many federal grant or loan programs provide direct access to, or particular standing for, Tribal Nations and their entities. That is, there are federal government programs that support infrastructure deployment and support the economic, health, safety, and welfare missions in Native communities—the very same priorities for the deployment of robust communications networks on Tribal lands.

By telling us more about any additional resources that the Tribe may have or is seeking access to for use in developing communications services, T-Mobile will be able to avoid suggesting duplicative infrastructure development and may be able to identify opportunities to leverage solutions that better serve the Tribe.

Additional T-Mobile Information Requests for Feasibility and Planning:

4. Do you have any cell sites or antenna towers that may be available to co-locate T-Mobile antennas and associated electronics? If, so please describe the equipment and/or facilities in detail, including information such as the antenna tower structure, height, and location.

_____
_____
_____
_____
_____
_____

5. Which providers currently offer telecommunications services on Tribal lands and what services do they provide? Are they sufficient to meet the Tribe's needs?

_____
_____
_____
_____
_____
_____

6. Has the Tribe done any level of strategic planning relative to communications? If so, please explain the short-term and long-term telecommunications goals of the Tribe.

_____
_____
_____
_____
_____
_____

7. How can T-Mobile assist the Tribe in reaching these goals?

_____
_____
_____
_____
_____
_____

8. Are there any Tribal entities involved in the provisioning of telecommunications services, such as an E911 tribal public service answering point, tribal utility commission or tribal taxing authority, or a tribally owned telecommunications company? _____ If yes, please identify them and provide any contact information.

_____
_____
_____
_____
_____
_____

# T-Mobile - Washington
# FCC Form 481 Annual Report, Worksheet 0900
# June 2017

**Marketing Services in a Culturally Sensitive Manner**

*ONAP Tribal Engagement Notice* Requirement: Issues that Tribal governments and communications providers may wish to discuss include the tailoring of service offerings to the community through, for example, the feasibility of a local presence in the community. For example, locating a retail presence within a Tribal community and employing members of that community may increase awareness of and sensitivity to local cultural and communications needs. Providers and Tribal governments also may wish to discuss whether developing materials, separately or jointly, specific to the Tribal community would be beneficial to either the provider or consumers on Tribal lands. In addition, providers and Tribal governments also may wish to discuss what other elements of their respective organizations may need to be engaged. For Tribal governments, this may mean administrative planning, community service, and other governmental offices.

By telling us more about how T-Mobile can best reach and interact with the Tribal community, and any related requirements that the Tribe may have, the Company will be able to prepare communications and marketing strategies that are focused directly at the Tribal community needs.

Additional T-Mobile Information Requests for Marketing Services in a Culturally Sensitive Manner:

9. In order, what are the best methods for advertising and communicating with Tribal residents? Examples include tribal publications, radio, newsletters, regional newspapers, and other advertising and outreach methods such as direct mail.

_____
_____
_____
_____
_____
_____

10. How can T-Mobile best communicate with tribal officials (e.g. in-person, by phone or by email)?

_____
_____
_____
_____
_____
_____

11. Are there any requirements or preferences in terms of the form or content of advertising and marketing, or perhaps the delivery timing (e.g. are there tribally recognized days or periods that could or should be avoided)?

_____
_____
_____
_____
_____
_____

12. Are there any tribal entities or individuals that need to be coordinated with as part of any advertising and outreach initiatives, including entities and individuals involved with, or responsible for, serving the needs of low-income consumers or consumers with special needs? If so, please identify them by name and provide contact information.

_____
_____
_____
_____
_____
_____

**Rights of Way and Other Permitting and Review Processes**

*ONAP Tribal Engagement Notice* Requirement. Tribal governments should have a comprehensive list of all processes with which communications providers serving their Tribal lands are required to comply, such as rights of way, land use permitting, facilities siting, and environmental and cultural review processes.

It is imperative that T-Mobile understand any requirements the Tribe may have related to providing service to the Tribe so that it may reasonably comply with such requirements.

Additional T-Mobile Information Requests on Rights of Way and Other Permitting and Review Process Requirements:

13. Does the Tribe have any antenna siting requirements? If so, please attach a copy of those written requirements identified as such.

_____
_____
_____
_____
_____
_____

14. Does the Tribe require any permits or authorizations to provide communications services, (including rights-of-way, easements, and other licensing requirements) on Tribal Lands? _____ If so, please identify and detail (or attach a copy of) any and all such requirements applicable to a telecommunications carrier.

_____
_____
_____
_____
_____
_____

15. What is the process of environmental review of any proposed construction, including tribal historic and cultural preservation? Please identify any tribal entities that require coordination or must approve of any construction on tribal lands.

_____
_____
_____
_____
_____
_____

16. Please explain the roles and responsibilities of BIA and any other tribal government entities in reviewing and approving site leases.

_____
_____
_____
_____
_____

**Tribal Business and Licensing Requirements**

*ONAP Tribal Engagement Notice* Requirement: Tribal governments should have a comprehensive list of any such requirements applicable to the provision of communications services. They should be prepared to provide an explanation of precisely what all such requirements entail, including specific application procedures and timeframes, as well as the governmental offices involved in the licensing process.

Additional T-Mobile Information Requests for Tribal Business and Licensing Requirements:

17. What tribal business and license requirements are applicable to a telecommunications service provider?

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18. What taxes and fees apply to the provision of telecommunications services on tribal lands?

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19. Are there specific individuals tasked with responsibility for coordination prior to carriers providing telecommunications services? _____ If yes, please provide names and contact information. If not, how would T-Mobile begin any required processes?

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20. Please provide a reference to (or attach a copy of) all applicable laws and requirements for operation on tribal lands.

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# T-MOBILE LIFELINE RATES, TERMS AND CONDITIONS OF SERVICE

## General Information

Upon designation as an Eligible Telecommunications Carrier ("ETC"), T-Mobile made available Lifeline service offerings to qualified low-income consumers that meet all applicable Lifeline requirements based on federal and state rules and orders governing the Low Income mechanism of the Federal Universal Service Fund ("FUSF"). T-Mobile has implemented the internal controls and processes to ensure compliance with the FCC's rules and all applicable requirements.

In particular, T-Mobile has implemented processes to ensure that only eligible consumers obtain Lifeline Service. T-Mobile directly administers its Lifeline program and the application of benefits. T-Mobile does not contract with third party agencies to verify eligibility for Lifeline, other than when required or allowed to rely upon information provided by a state selected entity to verify eligibility of qualified consumers. Specific T-Mobile representatives are trained to review and validate applications for eligibility based on the applicable rules in any given jurisdiction, and the same representatives are trained to follow all applicable rules related to document handling and retention in addition to other matters that impact low-income benefit applicants. Verification of eligibility for Lifeline occurs prior to enabling Lifeline discounted service for any qualifying consumer.

## T-Mobile's Lifeline Service Rate Plans

T-Mobile offers a Lifeline discount in the amount of $9.25 per month on its generally available rate plans, including rate plans that meet the minimum service standards in the FCC

rules.[1] In addition, T-Mobile offers the Lifeline discount on its Basic Rate Plan as described below:

| | **T-Mobile Postpaid Basic Rate Plan** |
|---|---|
| Monthly Rate before Lifeline discount | $19.99 |
| Applicable Lifeline Discount[2] | $13.50 |
| Monthly rate for qualified low-income consumers[3] | $6.49 |
| Talk | Unlimited |
| Text | Not included<br>Available for purchase |
| Web | Not available |
| Nationwide calling | No extra charge |
| Addt'l line(s) monthly cost | Not available |
| Activation Fee | None |
| SIM card or SIM Starter Kit | $25.00 |

T-Mobile's Lifeline service offerings provide consumers with access to traditional local voice services that are supported by the low-income mechanism of the FUSF and several other consumer benefits. For example, calls to 911 and to customer service (dialing 611 from the mobile handset) will be free calls, including that for customers on measured rate plans regardless of whether the customer has sufficient remaining minutes available in their account, and those calls will not be deducted from the monthly included minutes or charged as additional minutes. Additionally, qualified consumers who subscribe to T-Mobile's Lifeline offerings are not charged a fee for local number portability or the FUSF. In addition to local voice services, Lifeline customers will also have the ability to use their phone throughout T-Mobile's nationwide network

[1] *See* 47 C.F.R. § 54.408. T-Mobile offers a Lifeline discount of $9.25 per month, and for qualified residents of tribal lands, T-Mobile offers an additional Lifeline discount of up to $25.00 per month, consistent with the FCC Rules, 47 C.F.R. § 54.403. In addition, T-Mobile may offer, at its discretion, additional discounts for which it does not seek reimbursement from federal or state universal service funds.

[2] T-Mobile offers a $13.50 discount on its Basic Rate Plan based upon the applicable $9.25 federal Lifeline discount and Company additive discounts. T-Mobile only seeks reimbursement for the $9.25 federal Lifeline discount amount from the FUSF.

[3] Taxes and fees additional.

and T-Mobile roaming partner networks. Lifeline service includes many standard calling features at no additional charge, including voice mail, caller identification and call-waiting services.

Customers who receive Lifeline benefits may also have access to other services such as directory assistance, international dialing and other information type services that are charged per use depending on the offering they select. These services, if provided, are available on a pay per use basis and the current charges for these services are made available to customers at the time of activation, on the applicable website for the service offering, and upon request by dialing 611 (a free call from a T-Mobile phone). Lifeline customers have the option to decline or block such services at no additional charge.

In the future, T-Mobile may also make available other Lifeline service offerings to qualified low-income consumers, consistent with all applicable requirements.

**Lifeline Terms and Conditions of Services**

Lifeline consumers must meet all applicable eligibility requirements to obtain Lifeline service from T-Mobile. As an eligible Lifeline consumer, customers of T-Mobile will be subject to all applicable federal and state requirements governing Lifeline service. Lifeline customers must also comply with the terms and conditions of Lifeline service. T-Mobile does not require its Lifeline customers to complete a credit check, unless customers choose to obtain additional discretionary services. T-Mobile also does not require Lifeline consumers to commit to a service agreement term based solely on the fact that s/he is qualified to receive Lifeline benefits. The current terms and conditions for T-Mobile are included as Attachment 1 and are set forth in the T-Mobile Terms and Conditions available at www.t-mobile.com. To the extent T-Mobile makes available other Lifeline service offerings in the future, the terms and conditions of service will be consistent with all applicable requirements.

Additionally, T-Mobile has prepared applications for Lifeline benefits that meet all applicable requirements within each jurisdiction that the Company provides Lifeline service and contain specific terms and conditions for customers receiving Lifeline benefits. T-Mobile's standard Lifeline application was reviewed and approved by the Federal Communications Commission[4] and is updated periodically based upon changes in applicable requirements, including revisions to the Federal Poverty Guidelines. T-Mobile makes its Lifeline application available to consumers via its website, upon request which can be made in writing, by email or by phone, and in other areas where consumers who are likely to qualify may have access.

T-Mobile's Lifeline applications include all of the language required by applicable federal rules. In particular, T-Mobile prominently includes the following notifications in its Lifeline applications:

- Lifeline is a service and a Federal benefit that is not transferrable to any other person;
- Lifeline service is available for only one line per Household. A Household cannot receive benefits from multiple providers;
- A Household is defined, for purposes of the Lifeline program, as any individual or group of individuals living at the same address that share income and expenses; and
- Violation of the one-per Household rule is not permitted under federal rules and will result in the subscriber's de-enrollment from the program and possible criminal prosecution by the U.S. Government.

T-Mobile also requires that consumers certify to and acknowledge the following with respect to their application for Lifeline benefits:

- The information provided in this Application is true and correct to the best of my knowledge; I acknowledge that willfully providing false or fraudulent

[4] *See In the Matter of Petition of T-Mobile USA, Inc. for Designation as a Low-Income Eligible Telecommunications Carrier, et al*, WC Docket 09-197, DA 12-1339, August 16, 2012 (*T-Mobile FCC ETC Designation*).

information in order to receive Lifeline service is punishable by fine or imprisonment, termination of all Lifeline benefits, and being barred from participating in the Lifeline program.

- I am eligible for Lifeline service through participation in the qualifying program(s) or meeting the income requirements as identified above.

- I have provided documentation of eligibility for Lifeline service, unless otherwise specifically exempted from providing such documentation, and the documentation I have provided demonstrates my eligibility. If I've provided income documentation other than a prior year's state, federal, or tribal tax return, I've submitted three consecutive months worth of the same type of document within the current calendar year. I understand that submitted documents will not be returned.

- I understand that I am required to inform T-Mobile within 30 days of any potential change in eligibility, including, but not limited to: (i) a move or change of address; (ii) any change in participation in the programs identified above or change in income or Household members; (iii) receiving Lifeline service from another provider; or (iv) any other change that would affect my eligibility for Lifeline service from T-Mobile; and that any failure to do so may result in penalties including loss of Lifeline benefits (among other things).

- I have provided the address where I currently reside and my Household will receive only one Lifeline benefit and, to the best of my knowledge, no one in my Household is currently receiving Lifeline service from any other provider, wireline or wireless, postpaid, prepaid or free, including Safelink or Assurance Wireless.

- I acknowledge that I will be required to annually re-certify eligibility and may be required to re-certify continued eligibility for Lifeline at any time and failure to re-certify will result in the termination of Lifeline benefits or other penalties.

- I authorize T-Mobile and its agents to access any records (including financial records) required to verify my statements herein and to confirm my eligibility for Lifeline service. I authorize government agencies and their authorized representatives to discuss with, receive from and provide information to T-Mobile and its agents verifying my participation in public assistance programs that qualify me for Lifeline service.

- I acknowledge that T-Mobile may, and I give my consent for T-Mobile to, provide my personal information, including my name, address, and telephone number among other items as required, to the Universal Service Administrative Company for the purposes of verifying that neither I, nor anyone else in my Household, receive more than one Lifeline benefit.

A copy of the Lifeline application that T-Mobile makes available to consumers to use to apply for Lifeline services is included as Attachment 2.

# Attachment 1

## T-Mobile Terms and Conditions

Did you activate (or renew) service prior to September 1, 2016? If yes, please click the date for the applicable version of the Terms and Conditions: March 17, 2016 | February 17, 2016 | January 25, 2016 | November 14, 2015 | June12, 2015 | March 18, 2015 |November 10, 2014 |March 27, 2014 |October 20, 2013 |December 30, 2011 |July 24, 2011 |July 18, 2010 |June 28, 2008 | December 2004

**T-Mobile Terms & Conditions**

Effective as of September 1, 2016

Thanks for choosing T-Mobile. Please read these Terms & Conditions ("T&Cs"), which contain important information about your relationship with T-Mobile, including mandatory arbitration of disputes between us, instead of class actions or jury trials. You will become bound by these provisions once you accept these T&Cs.

**WHO IS THIS AGREEMENT WITH?**

These T&Cs are an agreement between you and us, T-Mobile USA, Inc., and our controlled subsidiaries, assignees, and agents.

**HOW DO I ACCEPT THESE T&Cs?**

You accept these T&Cs by doing any of the following things:

- giving us a written or electronic signature or confirmation, or telling us orally that you accept;
- activating, using or paying for the Service or a Device; or
- opening the Device box.

If you don't want to accept these T&Cs, don't do any of these things.

When you accept, you're telling us that you are of legal age (which means you are either legally emancipated, or have reached the age of majority as defined in your jurisdiction) and that you are able to enter into a contract. If you accept for an organization, you're telling us that you are authorized to bind that organization, and references to "you" in these T&Cs may mean the organization.

**WHAT IS INCLUDED IN THESE TERMS AND CONDITIONS?**

In these T&Cs, you'll find important information about:

- T-Mobile services provided to you ("Services");
- Any equipment for which we provide Service, such as a phone, handset, tablet, or SIM card (collectively, a "Device");
- Any charges, taxes, fees, and other amounts we bill you or that were accepted or processed through your Device ("Charges");
- Privacy information;
- Network management practices;
- Limitations of liability; and
- Resolution of disputes by arbitration and class action waiver (full terms available here).

**ARE THERE ANY OTHER TERMS THAT APPLY TO ME?**
Yes. Your "Agreement" includes these T&Cs, the additional terms found in your Rate Plan, your Data Plan, your Service Agreement, and provisions linked to from these T&Cs. Sections marked "*" continue after termination of our Agreement with you.

You should also be aware that our Privacy Policy and Open Internet Policy apply to the use of our products and services.
You might also have other agreements with us, such as an equipment installment plan or JUMP! On Demand Lease Agreement.

***HOW DO I RESOLVE DISPUTES WITH T-MOBILE?**
By accepting these T&Cs, you are agreeing to resolve any dispute with us through binding arbitration (unless you opt out) or small claims dispute procedures, and to waive your rights to a class action suit and jury trial. Your complete arbitration agreement, including opt-out instructions, is available here, and the opt-out website is available here. For additional terms and conditions governing a dispute between us, including how to dispute Charges assessed to you on your bill, choice of law, disclaimers of certain warranties, limitations of liabilities, and your indemnification obligations, click here.

**WHAT IS A RATE PLAN?**
Your "Rate Plan" includes your Service allotments, for example, for minutes, messages or data, rates, coverage and other terms. You can check your current usage by visiting my.T-mobile.com, using the T-Mobile My Account app, or by using a short code from your Device (you can find more information about the short code at www.t-mobile.com). If any term in your Rate Plan conflicts with these T&Cs, the term in your Rate Plan governs.

**HOW WILL I BE CHARGED FOR DATA USAGE?**
Data service may be included in your Rate Plan or data pass or you may be charged for data usage on a pay per use basis ("Data Plan"). Your Rate Plan and/or Data Plan will contain more information about how we calculate data usage. You can check your current usage by visiting my.T-mobile.com, using the T-Mobile My Account app, or by using a short code from your device (you can find more information about the short code at www.t-mobile.com). If you do not have a Data Plan, your Device may not be able to access data services.

**ARE THERE SEPARATE TERMS FOR PREPAID CUSTOMERS?**
The terms of these T&Cs apply to prepaid customers, and additional terms specific to prepaid customers may be found here.

**HOW DO I GIVE OTHER PEOPLE ACCESS TO MY ACCOUNT?**
If you want someone else to be able to access and manage your account, you can establish them as an "Authorized User," so they can:

- Make changes to your account;
- Add or remove services or features to your account;
- Receive notices and disclosures on your behalf;
- Purchase Devices for use with our Service, including under an installment plan; and
- Incur Charges on your account.

The easiest way to designate an Authorized User is through your my.T-mobile.com account. Keep in mind that you should not share your account validation information, which includes the last four digits of your social security number or your passcode. This information is sensitive so take steps to protect it. We will treat presentation of the proper account validation information as authorized access to an account.

**WHERE, HOW, AND WHEN DOES MY SERVICE WORK?**

These T&Cs describe the experience you can expect on our network, including information about our reasonable network management practices, and the experience on our roaming partners' networks:

- Please check our coverage maps, which approximate our anticipated coverage area outdoors. Your experience on our network may vary and change without notice depending on a variety of factors. For more information, click here. You agree that we are not liable for problems relating to Service availability or quality.
- For more information about roaming, click here.
- To provide the best possible experience for the most possible customers, we prioritize the data usage of a small percentage of our data customers who use the highest amount of data (as of 3/9/17, more than 30GB) below that of other customers in times and locations where there are competing customer demands for network resources. We also prioritize smartphone and mobile internet (tablet) over Smartphone Mobile HotSpot (tethering) traffic on our network. Click here for more information.
- We utilize streaming video optimization technology in our network on qualifying Rate Plans, which helps to minimize data consumption, while also improving the service experience for all customers. Some Rate Plans have video optimization via the Binge On feature. Some qualifying video providers may choose to opt-out of the Binge On program, see listing at http://www.t-mobile.com/offer/binge-on-streaming-video.html#. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled.
- Additionally, we may implement other network practices, such as caching less data.
- Our Open Internet Policy includes important information on these topics as well as information on commercial terms, performance characteristics (such as expected speed, latency) and network practices.

***WHAT ARE THE PERMITTED AND PROHIBITED USES FOR MY DEVICE AND THE SERVICE?**

Our wireless network is a shared resource, which we manage for the benefit of all of our customers. Your Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of our Services and your Device are permitted and others are not. For examples of permitted and prohibited uses, click here. If you buy, lease, or finance a Device manufactured for use on our network, you agree, and we rely on your agreement, that you intend it to be activated on our Service and will not resell or modify the Device, or assist anyone doing so.

***WHAT HAPPENS IF MY DEVICE IS LOST OR STOLEN?**
You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service. Click here to learn more about how we handle Charges that are incurred after you report that your Device is lost or stolen.

***HOW WILL I BE BILLED FOR USE OF THE SERVICES?**
You agree to pay all Charges we assess and bill you or that were accepted or processed through all Devices on your account. You may have to pay extra for calls to some numbers (e.g. conference & chat lines, broadcast, international, 900 or 976 calls, etc.). You agree to provide us with accurate and complete billing and tax related information and to report all changes within 30 days of the change. You will receive an electronic (paperless) bill unless you tell us you want a paper bill. You have the option of switching to a paper bill at no cost to you by changing your billing preferences at My T-Mobile, using the T-Mobile My Account app, or by contacting Customer Care. For more information about paperless billing, please visit www.t-mobile.com/billterms.
Your Device can be used to purchase services and products from third parties, and Charges for these purchases may be included on your T-Mobile bill. For no additional cost you can block third party charges from being included on your T-Mobile bill by logging into your account at www.my.T-Mobile.com or calling Customer Care. For more information about billing, click here.

**WHAT IF I DON'T PAY ON TIME?**
We may charge a late fee of the greater of 1.5% per month (18% annually) or $5 per month and a returned payment fee up to $35, subject to the maximum allowed by law. We may use a collection agency to collect past due balances and you agree to pay collection agency fees. If we accept late or partial payments, you still must pay us the full amount you owe, including late fees. We will not honor limiting notations you make on or with your checks. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.

***DOES T-MOBILE CHECK MY CREDIT?**
Yes, for many of our products and services. We may get information about your credit history from credit-reporting agencies, which may affect your credit rating. We may also report your payment record to credit-reporting agencies.

**AM I REQUIRED TO MAKE A DEPOSIT?**
We may require you to make a deposit or prepayment for Services. We can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. This deposit is refundable, and will be applied as a credit to your account along with interest as may be required by law.

**CAN T-MOBILE ACCESS MY DEVICE?**
We may remotely change software, systems, applications, features or programming on your Device without notice. These changes will modify your Device and may affect or erase data you have stored on your Device, the way you have programmed your Device, or the way you use your Device. You will not be able to use your Device during the installation of the changes, even for emergencies.

**CAN I DOWNLOAD AND USE THIRD PARTY CONTENT AND APPS ON MY DEVICE?**

Yes. You are free to download and use content or applications ("Content & Apps") on your Device that are not provided by T-Mobile, at your own risk. Third party Content & Apps may require your agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our network without your knowledge, which may result in additional Charges (e.g., while roaming internationally).

***LICENSE**

Your Device's Software is licensed, not sold, to you by T-Mobile and/or other licensors for your personal, lawful, non-commercial use on your Device only. You may only use the Software as authorized by its license. Your Device's "Software" includes its software, interfaces, documentation, data, and Content & Apps, as each may be updated or replaced by feature enhancements or other updates. For additional information regarding these license terms, including restrictions on your use of the Software, please click here.

***WHAT IS THE TERM OF THESE T&Cs?**

As the Un-Carrier, we did away with annual service contracts. You are free to go, although we'd be sad to see you leave. You are responsible for all Charges incurred through the end of your Service term. In addition, cancellation of Service may affect other agreements that you have with us, including equipment installment plans or lease agreements where some of your payments may be accelerated upon cancellation.

**CAN T-MOBILE CHANGE OR TERMINATE MY SERVICES OR THIS AGREEMENT?**

Yes. Except as described below for Rate Plans with the price-lock guarantee, we may change, limit, suspend or terminate your Service or this Agreement at any time, including if you engage in any of the prohibited uses described here or no longer reside in a T-Mobile-owned network coverage area. Under certain limited circumstances, we may also block your device from working on our network. If the change to your Service or Rate Plan will have a material adverse effect on you, we will provide 14 days' notice of the change. You'll agree to any change by using your Service after the effectiveness of the change. We may exclude certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), in our sole discretion, without further notice.

If you are on a price-lock guaranteed Rate Plan, we will not increase your monthly recurring Service charge ("Recurring Charge") for the period that applies to your Rate Plan, or, if no specific period applies, for as long as you continuously remain a customer in good standing on a qualifying Rate Plan. If you switch plans, the price-lock guarantee for your new Rate Plan will apply (if there is one). The price-lock guarantee does not include taxes, surcharges, fees, or charges for extra features or Devices. If your Service or account is limited, suspended or terminated and then reinstated, you may be charged a reactivation fee. For information about our unlocking policy, click here.

***YOUR CONSENT TO BE CONTACTED**

We may contact you without charge, on any wireless telephone number assigned to your account for any purpose, including marketing messages, and in any manner permitted by law. You also expressly consent to be contacted by us, and anyone contacting you on our behalf, for any purpose, including billing, collection, or other

account or service related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. You agree that T-Mobile, and anyone contacting you on our behalf, may communicate with you in any manner, including using a pre-recorded or artificial voice, or using an automatic telephone dialing system to place calls or send messages, alerts, or an automatic e-mail system to deliver email messages. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your Service and account.

**HOW DO WE NOTIFY EACH OTHER?**
You may contact us at www.T-Mobile.com, by calling 1-877-453-1304 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico customers** contact us at: T-Mobile Customer Relations, 654 Muñòz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Electronic notices are considered delivered when sent. Mail notices are considered delivered 3 days after mailing. For multi-line accounts, we may assign a “Primary Telephone Number” to your account for the purpose of receiving notices, as well as for other purposes. If you would like to change it, contact us.
To begin arbitration or other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For **Puerto Rico customers**, our registered agent is The Prentice-Hall Corporation System, Puerto Rico, Inc. and can be contacted at FGR Corporate Services, Inc., Oriental Bank Building, Suite P-1, 254, Muñoz Rivera Avenue, San Juan, Puerto Rico, 00918, phone: 1-800-927-9801.
**EMERGENCY ALERTS**
We have chosen to offer wireless emergency alerts, within portions of its coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit http://www.t-mobile.com/Company/CompanyInfo.aspx?tp=Abt_Tab_CompanySafety&tsp=Abt_Sub_WirelessEmergencyAlerts .
***WHAT ELSE DO I NEED TO KNOW?**
Click here for additional terms that apply to you.

## Dispute Resolution

***HOW DO I RESOLVE DISPUTES WITH T-MOBILE?**
**Dispute Resolution and Arbitration. YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY POLICY, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT** . This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, dealers, authorized retailers, or third party vendors) whenever you also

assert claims against us in the same proceeding. You and we each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).
Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE EARLIER OF THE DATE YOU PURCHASED A DEVICE FROM US OR THE DATE YOU ACTIVATED A NEW LINE OF SERVICE (the "Opt Out Deadline")** . You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or online at www.T-Mobiledisputeresolution.com **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**
For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address provided in the "How Do We Send Notices to Each Other" Section below. You and we each agree to negotiate your claim in good faith. If you and we are unable to resolve the claim within 60 days after we receive your claim description, you may pursue your claim in arbitration. You and we each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue, in small claims court, claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or this Agreement.

**If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings** . You must send a letter requesting arbitration and describing your claim to our registered agent (see the "How Do We Send Notices to Each Other" section below) to begin arbitration. The arbitration of all disputes will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in effect at the time the arbitration is commenced. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration of all disputes will be conducted by a single arbitrator, who shall be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Upon filing of the arbitration demand, we will pay or reimburse all filing, administration and arbitrator fees. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under $75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the

arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. **Puerto Rico customers**: See below for details on the Puerto Rico Telecommunications Dispute Procedure.

**CLASS ACTION WAIVER** . **YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION** . If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you. **If you choose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**JURY TRIAL WAIVER** . If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL**.

**PUERTO RICO CUSTOMERS :** We will provide you with a determination regarding any dispute you present to us within 15 days after we receive it. You will have 20 days from the mailing date of the notification to request a reconsideration of our determination. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (a) your name and address; (b) our company name; (c) the pertinent facts; (d) any applicable legal provisions that you are aware of; and (e) the remedy you are requesting. The document may be filed handwritten or typewritten, and must be signed by you. You must send us a copy of your document to the following address: 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. You must send your petition for review to the Puerto Rico Telecommunications Regulatory Board at the following address: 500 Ave. Roberto H. Todd (Pda. 18 – Santurce), San Juan, Puerto Rico 00907-3941. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulations 8065 promulgated on August 31, 2011 by the Telecommunications Board regarding the procedures for customer's dispute resolution and suspension of Services.

## Other Terms Regarding Dispute Resolution

***HOW CAN I DISPUTE MY CHARGES?**

If you have any questions about your bill or want to dispute any Charges, please contact us by visiting www.T-Mobile.com, by calling 800-937-8997 or 611 from your Device, or by writing to T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. If this does not fix things, please notify us in writing. Unless otherwise provided by law, you must notify us in writing of any dispute regarding your bill or Charges to your

account within 60 days after the date you first receive the disputed bill or Charge. If you don't, you may not pursue a claim in arbitration or in court. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or Charge, you agree that the issue is fully and finally resolved. Unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved.

***CHOICE OF LAW**

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

***DISCLAIMER OF WARRANTIES**

**Except for any written warranty that may be provided with a T-Mobile Device you purchase from us, and to the extent permitted by law, the Services and Devices are provided on an "as is" and "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose concerning your Service or your Device. We can't and don't promise uninterrupted or error-free service and don't authorize anyone to make any warranties on our behalf. This doesn't deprive you of any warranty rights you may have against anyone else. We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.**

**Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third party products. We are not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and your ability to receive emergency services may be impeded . We cannot assure you that if you place a 911 call or text you will be found.**

**We are not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third party content, services, advertisements, or websites you may be able to access by using your Device or the Services, even if charges for Content & Apps appear on your T-Mobile bill. You are responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.**

***LIMITATION OF LIABILITY**

**Unless prohibited by law, you and we each agree to limit claims for damages or other monetary relief against each other to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. This limitation and waiver also applies to any claims you may bring against any other party to**

**the extent that we would be required to indemnify that party for such claim. You agree we are not liable for problems caused by you or a third party, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, for any information (like pictures) that gets lost or deleted if we work on your Device, or for failure or delay in connecting a call or text to 911 or any other emergency service. Except to the extent prohibited by law, all claims must be brought within 2 years of the date the claim arises.**

***INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our directors, officers, and employees harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you, any person on your account or that you allow to use the Service or your Device.

## Additional Terms for Prepaid Customers

Your T-Mobile prepaid Service account balance, if sufficient, or your active prepaid plan, gives you access to our prepaid Service for a limited amount of time; you must use your prepaid Service during the designated period of availability. To use our prepaid Service you must have a T-Mobile prepaid Service account balance for pay as you go service or be on an active prepaid plan. Service will be suspended when your account balance reaches zero and/or you are at the end of the time period associated with your prepaid plan. Monthly plan features are available for 30 days, however, depending on the time of day that you activate your Service or that your Service expires, your service cycle may not equal 30 full 24 hour days. Your monthly plan will automatically renew at the end of 30 days if you have a sufficient T-Mobile prepaid Service account balance to cover your prepaid Service plan before the first day after your service cycle. If you do not have a sufficient T-Mobile prepaid Service account balance, your prepaid Service will be suspended unless you move to a pay as you go plan. If you do not reinstate prepaid Service within the required period based upon your service plan, your phone number will be reallocated. The Charges for Service and the amount of time that Service is available following activation of your prepaid Service account balance may vary; see your Rate Plan for more information. Prepaid Service is non-refundable (even if returned during the Cancellation Period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. You will not have access to detailed usage records or receive monthly bills. Coverage specific to our prepaid Service may be found at http://prepaid-phones.t-mobile.com/prepaid-coverage and differs from coverage related to our postpaid Service.

## Using Our Network

**WILL MY SERVICE VARY? WHAT FACTORS MAY AFFECT MY SERVICE?**

As our customer, your actual Service area, network availability, coverage and quality may vary based on a number of factors, including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable

devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and service availability.

We engineer our network to provide consistent high-speed data service, but at times and at locations where the number of customers using the network exceeds available network resources, customers will experience reduced data speeds. To provide the best possible on-device experience for the most possible customers and minimize capacity issues and degradation in network performance, we may, without advance notice, take any actions necessary to manage our network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of data customers who use the highest amount of data (currently, more than 30GB) below that of other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle.

Where the network is lightly loaded in relation to available capacity, a customer whose data is prioritized below other data traffic will notice little, if any, effect from having lower priority. This will be the case in the vast majority of times and locations. At times and locations where the network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Customers on Rate Plans and Devices with 4G capability should be aware that these practices may occasionally result in speeds below those typically experienced on our 4G LTE and HSPA networks. We constantly work to improve network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When network loading goes down or the customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve.
See www.T-Mobile.com/OpenInternet for details.

## Roaming

***CAN I ROAM ON MY DEVICE?**

**Domestic Roaming:** Your Device may connect to another provider's network ("Off-Net"). This may happen even when you are within the T-Mobile coverage area. Check your Device to determine if you are Off-Net. Please do not abuse this; we may limit or terminate your Service if you do.

**International Roaming & Dialing:** Availability and features offered for international roaming and dialing vary depending on your Rate Plan and Device. All countries may not be available for roaming and available countries may change from time to time; click here for more information about which countries are currently available for roaming. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), you may be charged international rates (including for voicemails left for you and for data usage). This includes per minute rates for calls and per minute rates for calls transferred to your voicemail and the relevant data rates for data usage. You may be charged for more than one call for unanswered calls that are forwarded to voicemail regardless of whether the calls result in an actual

voicemail message being left for you and regardless of whether your Device is on or off. Different rates and rounding increments apply in different countries. Click here for information on international access, rates, Services and coverage. While roaming internationally, your data throughput may be reduced and your Service may be otherwise limited or terminated at any time without notice. You are responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

## Streaming Video

We deploy streaming video optimization technology in our network as a feature on qualifying Rate Plans, which also helps to ensure that available network capacity can be utilized to provide a good service experience for the maximum number of customers. The optimization technology is intended to manage data usage on the network, reduce the risk of streaming video stalling and buffering on mobile devices, and reduce the amount of data consumed for streaming video, making room for other users to enjoy higher speeds. and a better network experience overall. Video optimization occurs only to data streams that are identified by our packet-core network as video. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's Device. Customers may choose Rate Plans where this feature is always enabled (e.g., “T-Mobile ONE”), with the ability to add a feature disabling optimization to foster native-resolution video capability. Alternatively, customers may choose Rate Plans that offer video optimization as a customer-controlled feature (e.g., “Binge On”). When this feature is enabled, on-device video is typically delivered at DVD quality (up to 1.5 Mbps speeds, generally 480p or better).

Some qualifying video providers may choose to opt-out of the Binge On program, see listing at http://www.t-mobile.com/offer/binge-on-streaming-video.html#. The Binge On optimization technology is not applied to the video services of these providers; video from these services will stream at native resolution, and high-speed data consumption will continue as if Binge On were not enabled. Rate Plans that feature this technology allow customers to choose to enable (and disable) video streaming optimization when connected to the cellular network, unless a provider has chosen to opt-out, see listing at http://www.t-mobile.com/offer/binge-on-streaming-video.html#.
For more information about video optimization, click here.

## Examples of Permitted and Prohibited Uses of the Service and Your Device

Permitted uses include:

- Voice calls;
- Web browsing;
- Messaging;
- Email;
- Streaming music;

- Uploading and downloading applications and content to and from the Internet or third party stores;
- Using applications and content without excessively contributing to network congestion; and
- Tethering your Device to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

Unless explicitly permitted by your Rate Plan or Data Plan, you are not permitted to use your Device or the Service in a way that we determine:

- Uses a repeater or signal booster other than one we provide to you;
- Compromises network security or capacity, degrades network performance, uses malicious software or “malware”, hinders other customers’ access to the network, or otherwise adversely impacts network service levels or legitimate data flows;
- Uses applications which automatically consume unreasonable amounts of available network capacity;
- Uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;
- Misuses the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications;
- Accesses the accounts of others without authority;
- Results in more than 50% of your voice and/or data usage being off-net (i.e., connected to another provider’s network) for any 3 billing cycles within any 12 month period;
- Results in unusually high usage (specifically, more data usage than what 97% of all customers use in a month, based on recent historical averages (updated quarterly)) and the majority of your data usage being Smartphone Mobile HotSpot (tethering) usage for any 3 billing cycles within any 6 month period;
- Resells the Service, either alone or as part of any other good or service;
- Tampers with, reprograms, alters, or otherwise modifies your Device to circumvent any of our policies or violate anyone’s intellectual property rights;
- Causes harm or adversely affects us, the network, our customers, employees, business, or any other person;
- Conflicts with applicable law;
- Is not in accordance with these T&Cs; or
- Attempts or assists or facilitates anyone else in any of the above activities.

## Information about What Happens if Your Device is Lost or Stolen

Once you notify us that your Device has been lost or stolen, we will suspend your Service and you will not be responsible for additional usage charges incurred in excess of your Rate Plan Charges, applicable taxes, fees, and surcharges. If Charges are incurred before you notify us, you are not liable for Charges you did not authorize. However, the fact that your Device or account was used is some evidence of

authorization. You may request us to investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. If you request that we not suspend your Service, you will remain responsible for all Charges incurred. We may prevent a lost or stolen Device from registering on our and other networks.

You can click here to learn about additional anti-theft measures that may apply to you.

## Billing Information

Please read the following for more information about how we bill for calls, data usage and messaging, Wi-Fi usage, third party charges, taxes, and surcharges.

**Usage** : Airtime usage is measured from the time the network begins to process a call (before the phone rings or the call is answered) through its termination of the call (after you hang up). For voice calls, we round up any fraction of a minute to the next full minute. Depending upon your Rate Plan, data usage may be rounded at the end of each data session, at the end of your billing cycle, and/or at the time you switch data plans. You may be charged for more than one call/message when you use certain features resulting in multiple inbound or outbound calls/messages (such as call forwarding, call waiting, voicemail, conference calling, and multi-party messaging). You will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages. Additional blocking options are available at www.my.T-Mobile.com. Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan allotments in a later billing cycle. Unused Rate Plan allotments expire at the end of your billing cycle. You may be billed additional Charges for certain features and services. Charges for Wi-Fi usage may differ; see your Rate Plan for more details.
**Taxes:** You agree to pay all taxes and fees imposed by governments or governmental entities. We may not give advance notice of changes to these charges. To determine taxes & fees, we use the street address you identified as your Place of Primary Use (“PPU”). The PPU for **Puerto Rico customers** must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address, such as a PO Box, that is not a recognized street address, does not allow us to identify the applicable taxing jurisdiction(s) or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. Except as may be otherwise required by law, in the event you dispute your PPU or the location we assigned you and the resulting taxes or fees applied on your bill, you must request a refund of the disputed tax or fee within 60 days of the date of our bill containing such tax or fee. Regardless of any Rate Plan guarantee, taxes and fees may change from time to time without notice.
**Surcharges** : You agree to pay all surcharges. Surcharges are not mandated or imposed on you by law, they are T-Mobile Charges that are determined, collected and

retained by us. The components and amounts of the Surcharges are subject to change without notice. Surcharges include charges, costs, fees and certain taxes that we incur to provide Services (and are not government taxes or fees imposed directly on our customers). Examples include general and administrative fees (such as certain costs we incur to provide Service) as well as governmental-related assessments (such as Federal or State Universal Service fees, regulatory or public safety charges, environmental fees, and gross receipts taxes). Surcharges assessed to you will vary depending on the type of Service and the Rate Plan you have. Surcharges will apply whether or not you benefit from the programs, activities or services included in the Surcharge. When Surcharges are assessed in connection with your Service, you can find the Surcharges detailed in either the “Taxes, Fees & Surcharges”, “T-Mobile Fees and Charges” or the “Other Charges” sections of your bill or at your MyT-Mobile.com account. Regardless of any Rate Plan guarantee, Surcharges may change from time to time without notice.

## Additional Software License Terms

Except as permitted by applicable law, you may not assign, transfer, sublicense, copy, reproduce, redistribute, resell, modify, decompile, attempt to derive the source code of, or reverse engineer all or any part of the Software, or alter, disable or circumvent any digital rights management security features embedded in the Software. The Software may not be transferable from one Device to another Device. You may not create derivative works of all or any part of the Software. You agree the Software contains proprietary content and information owned by T-Mobile, its licensors, and/or other third parties. T-Mobile, its licensors, and such other third parties reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You agree that your violation of the Software license harms T-Mobile, its licensors, and/or other third parties, which cannot be fully redressed by money damages, and that T-Mobile, its licensors, and such other third parties shall be entitled to immediate injunctive relief in addition to all other remedies available.

## Additional Terms

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. Except as provided in the Section entitled “How Do I Resolve Disputes with T-Mobile”, if any part of the Agreement is held invalid that part may be severed from the Agreement.

You can't assign or transfer the Agreement or any of your rights or duties under it without our written consent. We may assign or transfer all or part of the Agreement, or your debts to us, without notice. You understand that the assignment or transfer of all or any part of this Agreement or your debt will not change or relieve your obligations under this Agreement.

The Agreement is the entire agreement between you and us regarding the rights you have with respect to your Service, except as provided by law, and you cannot rely on

any other documents or statements by any sales or service representatives or other agents.

The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control.

If you believe that any material residing on our system or network infringes your copyright, notify our Designated Agent by using the Digital Millennium Copyright Act (DMCA) notice procedure described at www.T-Mobile.com/DMCA.htm (es.T-Mobile.com/DMCA.htm for our Spanish website). Our Designated Agent is Christina Kirkpatrick, 12920 S.E. 38th Street, Bellevue, WA 98006; copyrightagent@t-mobile.com; phone: 425-383-4000. There are substantial penalties for sending false notices. It is our policy, in appropriate circumstances and in its sole judgment, to suspend or terminate the Service of any subscriber, account holder, or user who is deemed to be a repeat or blatant infringer of copyrights.

Print-Friendly version

# Attachment 2

# Lifeline Application Form

REDACTED FOR PUBLIC INSPECTION

Lifeline Application

T · ·Mobile·

This signed Lifeline application ("Application") is required to enroll you in T-Mobile's Lifeline program. This Application is only for the purpose of verifying your eligibility for Lifeline and not for any other purpose. See next page for submission instructions. T-Mobile's applicable Terms and Conditions of service will also apply to existing or newly activated service (a copy may be obtained by visiting www.t-mobile.com).

## THINGS TO KNOW ABOUT THE LIFELINE PROGRAM

(1) Lifeline is a service and a Federal benefit that is not transferable to any other person;
(2) Lifeline service is available for only one line per Household. A Household cannot receive benefits from multiple providers;
(3) A Household is defined, for purposes of the Lifeline program, as any individual or group of individuals living at the same address that share income and expenses; and,
(4) Violation of the one-per Household rule is not permitted under federal rules and will result in the subscriber's de-enrollment from the program and possible criminal prosecution by the U.S. Government.

## PERSONAL INFORMATION

**First Name:** _____ MI: _____ **Last Name:** _____ **Date of Birth:** _____/_____/_____

**Last 4 Digits of Social Security Number or Tribal ID Number:** _____

**Contact Telephone Number:** _____ T-Mobile Number (if applicable): _____

Email address: _____ Eligible Dependent(s): _____

☐ I currently receive Lifeline benefits from another carrier and I request that T-Mobile submit a Benefit Transfer on my behalf. I understand that I will only receive Lifeline benefits from T-Mobile and will lose my benefits from my current service provider.

**Residential Address:** *Must be a street address (not a P.O. Box) and your principal residence*

Street Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

**This address is:** ☐ A shared, multi-Household residence
☐ Provided by the state under the Address Confidentiality Program (ACP)
☐ Tribal Lands _____ I hereby certify that I reside on federally recognized Tribal lands.
*Initial*

Billing Address: ☐ Check here if the billing address is the residential address. *Billing Address may contain a P.O. Box*

Street Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

## ELIGIBILITY *(COMPLETE EITHER SECTION)*

### PROGRAM BASED PARTICIPATION

_____ I hereby certify that I or my eligible dependent(s) qualify to participate in the following programs:
*Initial* *(check all that apply)*

☐ Supplemental Security Income (SSI)
☐ Supplemental Nutrition Assistance Program (SNAP) or Food Stamps
☐ Medicaid
☐ Federal Public Housing Assistance (FPHA)
☐ The Veteran's Pension or Survivor's Pension benefit
☐ Bureau of Indian Affairs General Assistance
☐ Tribally Administered Temporary Assistance for Needy Families (TTANF)
☐ Food Distribution Program on Indian Reservation (FDPIR)
☐ Head Start (must satisfy income qualifying standard)

**DOCUMENTATION REQUIREMENTS**

*YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE FOLLOWING DOCUMENTS:*

(1) current or prior year's statement of benefits from qualifying assistance program;
(2) notice or letter of participation in a qualifying assistance program;
(3) program participation documents; or,
(4) official documents demonstrating receipt of benefits from a qualifying assistance program.

### OR

### INCOME-BASED PARTICIPATION

_____ I hereby certify that my Household income is at or below 135% of the Federal Poverty Guidelines as identified below.
*Initial* There are _____ members in my Household.

| Member of Household | Household Income must be at or below |
|---|---|
| 1 ☐ | $16,281 |
| 2 ☐ | $21,924 |
| 3 ☐ | $27,567 |
| 4 ☐ | $33,210 |
| 5 ☐ | $38,853 |
| 6 ☐ | $44,496 |
| 7 ☐ | $50,139 |
| 8 ☐ | $55,782 |
| For every additional member of your Household, add $5,643 | |

*(check box that applies)*

**DOCUMENTATION REQUIREMENTS**

*YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE FOLLOWING DOCUMENTS:*

(1) prior year's state, federal or tribal tax return;
(2) pay stubs for three consecutive months within the same year;
(3) Social Security, Veteran's Administration, unemployment, worker's compensation, retirement or pension benefits statement;
(4) current income statement from your employer or paycheck stubs;
(5) Federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance; or,
(6) divorce decree or child support document.

**SUBMITTED DOCUMENTS WILL NOT BE RETURNED**

## Lifeline Application (continued)

T-Mobile

**First Name:** _____MI: _____**Last Name:** _____**Date of Birth:** _____/_____/_____

**Last 4 Digits of Social Security Number or Tribal ID Number:** _____**T-Mobile Number:** _____

### CERTIFICATION

**I certify, under penalty of perjury, that:** ***Initial by Each Certification***

_____ *Initial* The information provided in this Application is true and correct to the best of my knowledge; I acknowledge that willfully providing false or fraudulent information in order to receive Lifeline service is punishable by fine or imprisonment, termination of all Lifeline benefits, and being barred from participating in the Lifeline program.

_____ *Initial* I am eligible for Lifeline service through participation in the qualifying program(s) or meeting the income requirements as identified above.

_____ *Initial* I have provided documentation of eligibility for Lifeline service, unless otherwise specifically exempted from providing such documentation, and the documentation I have provided demonstrates my eligibility. If I've provided income documentation other than a prior year's state, federal, or tribal tax return, I've submitted three consecutive months worth of the same type of document within the current calendar year. I understand that submitted documents will not be returned.

_____ *Initial* I understand that I am required to inform T-Mobile within 30 days of any potential change in eligibility, including, but not limited to: (i) a move or change of address; (ii) any change in participation in the programs identified above or change in income or Household members; (iii) receiving Lifeline service from another provider; or (iv) any other change that would affect my eligibility for Lifeline service from T-Mobile; and that any failure to do so may result in penalties including loss of Lifeline benefits (among other things).

_____ *Initial* I have provided the address where I currently reside, my Household will receive only one Lifeline benefit and, to the best of my knowledge, no one in my Household is currently receiving Lifeline service from any other provider, wireline or wireless, postpaid, prepaid or free, including SafeLink or Assurance Wireless.

_____ *Initial* I acknowledge that I will be required to annually re-certify eligibility and may be required to re-certify continued eligibility for Lifeline at any time and failure to re-certify will result in the termination of Lifeline benefits or other penalties.

_____ *Initial* I authorize T-Mobile and its agents to access any records (including financial records) required to verify my statements herein and to confirm my eligibility for Lifeline service. I authorize government agencies and their authorized representatives to discuss with, receive from and provide information to T-Mobile and its agents verifying my participation in public assistance programs that qualify me for Lifeline service.

_____ *Initial* I acknowledge that T-Mobile may, and I give my consent for T-Mobile to, provide my personal information, including my name, address, and telephone number among other items as required, to the Universal Service Administrative Company for the purposes of verifying that neither I, nor anyone else in my Household, receive more than one Lifeline benefit and other purposes allowed by law.

APPLICANT SIGNATURE: _____ DATE: _____

### SUBMISSION INSTRUCTIONS

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND CAN BE SUBMITTED BY:

MAIL
T-MOBILE – LIFELINE SUPPORT
P.O. BOX 37380
ALBUQUERQUE, NEW MEXICO 87176

FAX
813-348-5724

IF YOU HAVE QUESTIONS, PLEASE CALL 1-800-937-8997 FOR ASSISTANCE.

### NOTICES

T-Mobile offers Lifeline services only in areas where it has been designated as an Eligible Telecommunications Carrier.

Pennsylvania consumers with unresolved disputes regarding Lifeline services may contact the Public Utility Commission's Bureau of Consumer Services at 1-800-692-7380 for assistance in resolving their issues.

Link Up is available only to qualifying consumers who also reside on federally-recognized tribal lands in certain states and if T-Mobile assess an activation fee on the consumer. For purposes of the Lifeline program, the term "Tribal Lands" includes any federally recognized Indian tribe's reservation, pueblo, or colony, including former reservations in Oklahoma, Alaska Native regions established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), Indian allotments, and Hawaiian Home Lands.

**FOR OFFICE USE ONLY**
Representative: _____ Signature: _____ Date: _____
Documentation Verified: _____ BAN: _____
Subscriber No: _____