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	429020
<015>	Study Area Name	I-Wireless LLC
<020>	Program Year	2017
<030>	Contact Name: Person USAC should contact with questions about this data	Sam Bailey
<035>	Contact Telephone Number: Number of the person identified in data line <030>	5135502755 ext.
<039>	Contact Email Address: Email of the person identified in data line <030>	sam.bailey@iwirelesshome.com
	Form Type	54.422

(100) Service Quality Improvement Reporting
Data Collection Form

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

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<020>	Program Year	2017
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

<110>	Has your company received its ETC certification from the FCC?	(yes / no)
<111>	If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no)

If your answer to Line <111> is yes, please file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document

Please select the appropriate responses below (Yes, No, Not Applicable) to confirm that the attached document(s), on line 112, contains a progress report on its five-year service quality improvement plan pursuant to §54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

<113>	Maps detailing progress towards meeting plan targets
<114>	Report how much universal service (USF) support was received
<115>	How much (USF) was used to improve service quality and how support was used to improve service quality
<116>	How much (USF) was used to improve service coverage and how support was used to improve service coverage
<117>	How much (USF) was used to improve service capacity and how support was used to improve service capacity
<118>	Provide an explanation of network improvement targets not met in the prior calendar year.

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

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

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

<220>

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

(300) Unfulfilled Service Request
Data Collection Form

FCC Form 481
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July 2013

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

<300> Unfulfilled service request (voice)

<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

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

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

<500> Certify compliance with applicable service quality standards and consumer protection rules

<510> Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance

(600) Functionality in Emergency Situations
Data Collection Form

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July 2013

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

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

<701>	Residential Local Service Charge Effective Date	1/1/2016
<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**

(710) Broadbrand Price Offerings
Data Collection Form

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July 2013

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

(800) Operating Companies
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>	sam.bailey@iwirelesshome.com

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

<813>

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

-- 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

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

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

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

<920> Tribal Government Engagement Obligation

Name of Attached Document

If your company serves Tribal lands, please select (Yes,No, NA) for each these boxes to confirm the status described on the attached document(s), on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

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

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

FCC Form 481
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>	sam.bailey@iwirelesshome.com

<1000> Voice services rate comparability certification

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

Name of Attached Document

<1020> Broadband comparability certification

<1030> Attach detailed description for broadband comparability compliance

Name of Attached Document

(1100) No Terrestrial Backhaul Reporting Data Collection Form

FCC Form 481
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>	sam.bailey@iwirelesshome.com

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

<1130> Please select the appropriate response (Yes, No, Not Applicable) to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(g).

(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

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

<1210> Terms & Conditions of Voice Telephony Lifeline Plans

IWI 1210_2016.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 annually report:

<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. ✔

(2000) 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	429020
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.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

<2010> 2nd Year Certification 47 CFR § 54.313(b)(1)(i) - Note that for the July 1 2016 certification, this applies to Round 2 recipients of Incremental Support

<2011> 3rd Year Certification 47 CFR § 54.313(b)(1)(ii) - Note that for the July 1 2016 certification, this applies to Round 1 recipients of Incremental Support

<2022> Recipient certifies, representing year two 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 two - 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 two - 54.313(b)(2)(ii). Round 2 recipients only.

Name of Attached Document Listing Required Information

<2025A> Round 1 or Round 2 Recipient of Incremental Support?

<2025B> Attach geocoded Information for Phase I milestone reports (Round 1 for year three and Round 2 for year two) - Connect America Fund , WC Docket 10-90, Report and Order, FCC 13-

Name of Attached Document Listing Required Information

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

(2000) Price Cap Carrier Additional Documentation (Continued)
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?

<2017B> Attach information for Phase II - 54.313(e)(1) - list of geocoded locations already meeting the 54.309 public interest obligations at the end of calendar year 2015 and total amount of Phase II support, if any, the price cap carrier used for capital expenditures in 2015.

Name of Attached Document Listing Required Information

<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)(2)(ii)

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)(2)(v)

<2020> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 40% of its supported locations in the state on December 31, 2017 - 54.313(e)(3)

<2021> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 60% of its supported locations in the state on December 31, 2018 - 54.313(e)(4)

<2026> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 80% of its supported locations in the state on December 31, 2019 - 54.313(e)(5)

<2027> Recipient certifies that it offered broadband meeting the requisite public interest obligations specified in §54.309 to 100% of its supported locations in the state on December 31, 2020 - 54.313(e)(6)

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

FCC Form 481
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Complete the items below to note compliance with five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring 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) Milestone Certification {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) for 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

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

Financial Data Summary

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

Name of Attached Document Listing Required Information

<010>	Study Area Code	429020
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

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 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

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

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

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

Name of Reporting Carrier:

Signature of Authorized Officer: CERTIFIED ONLINE Date 06/27/2016

Printed name of Authorized Officer: Paul McAleese

Title or position of Authorized Officer: CEO

Telephone number of Authorized Officer: 5132409800 ext.

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

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

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013

<010>	Study Area Code	429020
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<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

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

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

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

Name of Authorized Agent: Expert Telecom Compliance, Inc

Name of Reporting Carrier: I-Wireless LLC

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: 429020 Filing Due Date for this form: 07/01/2016

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

TO BE COMPLETED BY THE AUTHORIZED AGENT:

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

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

Name of Reporting Carrier: I-Wireless LLC

Name of Authorized Agent Firm: Expert Telecom Compliance, Inc

Signature of Authorized Agent or Employee of Agent: Date: 06/23/2016

Name of Authorized Agent Employee: Heather Kirby

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

Telephone number of Authorized Agent or Employee of Agent: 7702327805 ext.

Study Area Code of Reporting Carrier: 429020 Filing Due Date for this form: 07/01/2016

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

(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	429020
<015>	Study Area Name	I-Wireless LLC
<020>	Program Year	2017
<030>	Contact Name - Person USAC should contact regarding this data	Sam Bailey
<035>	Contact Telephone Number - Number of person identified in data line <030>	5135502755 ext.
<039>	Contact Email Address - Email Address of person identified in data line <030>	sam.bailey@iwirelesshome.com

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

<813>

<a1>	<a2>	<a3>
Affiliates	**SAC**	**Doing Business As Company or Brand Designation**
N/A	429020	Access Wireless

Service Quality and Consumer Protection

The Company is committed to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

The Company complies with the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service.

1. Disclose Rates and Terms of Service – These are fully disclosed in advertising as well as on the Company's website.
2. Make Coverage Maps Available –Coverage maps are available on the Company's website; by inputting a zip code, customers can see a map of the coverage in that area.
3. Provide contract terms – this does not apply since i-wireless does not employ contracts.
4. Allow a trial service – Since Lifeline customers receive free service, there is no commitment to the service on their part. If the service does not suit their needs, they can cancel service at any time without penalty.
5. Provide Specific Disclosure in advertising – All Company advertising, including its website, fully discloses charges and service parameters.
6. Separately Identify Carrier Charges from Tax on Billing Statements – i-wireless does not render billing statements to its prepaid customers, but for every transaction they make, service charges vs. taxes are fully described.
7. Provide Customers with the Right to Terminate Service Upon Changes to Their Contract – As mentioned, we don't employ contracts so this provision does not apply. Customers can, however, cancel service at any time without penalty.
8. Provide Ready Access to Customer Service – Customers can call customer service for free by dialing 611 or an 800 number. These numbers are disclosed on the Company's website and in advertising and customer welcome materials. Of note, our customer care service provides exceptional service that generally well exceeds our prepaid wireless peers. We have deployed technology whereby customers are offered a convenient call back, if the hold time will be more than 2 minutes due to peak traffic periods. Customers may also access Customer Service online through the Company's website.
9. Promptly Respond to Customer Inquiries and Complaints from Government Agencies – We promptly respond to all complaints. If a customer care representative cannot help a customer, we have an escalation process. i-wireless is committed to resolving customer questions, concerns and complaints in a swift and satisfactory manner.
10. Privacy Policy – Our privacy policy is available, via link, on every page of the Company's website. Our Terms and Conditions also summarize the privacy policy and refer customers to the more extensive privacy policy itself, for more information.
11. Provide Consumers with Free Notifications for Voice, Data and Messaging Usage, and International Roaming – Because the Company's service is prepaid, customers are not able to incur overage charges. However, the Company provides, at no charge, (a) a notification to consumers of domestic wireless plans that include limited data allowances when consumers approach their allowance for data usage; (b) a notification to consumers of domestic voice and messaging plans that include limited voice and messaging allowances when consumers approach their allowance for those services; and (c) a notification to consumers without an

international roaming plan/package whose devices have registered abroad and who may incur charges for international usage. The Company also clearly and conspicuously discloses tools or services that enable consumers to track, monitor and/or set limits on voice, messaging and data usage.

12. Abide by the following principles regarding the ability of customers, former customers, and individual owners of eligible devices to unlock phones and tablets, ("mobile wireless devices") that are locked by or at the direction of the carrier –

(1) Disclosure. The Company has posted on its website its clear, concise, and readily accessible policy on postpaid and/or prepaid mobile wireless device unlocking.
(2) Postpaid Unlocking Policy. Not Applicable.
(3) Prepaid Unlocking Policy. Upon request, the Company will unlock prepaid mobile wireless devices no later than one year after initial activation, consistent with reasonable time, payment or usage requirements.
(4) Notice. The Company will clearly notify customers that their devices are eligible for unlocking at the time when their devices are eligible for unlocking or automatically unlock devices remotely when devices are eligible for unlocking, without additional fee. The Company reserves the right to charge non-customers/nonformer-customers with a reasonable fee for unlocking requests. Notice to prepaid customers may occur at point of sale, at the time of eligibility, or through a clear and concise statement of policy on the Company's website.
(5) Response Time. Within two business days after receiving a request, the Company will unlock eligible mobile wireless devices or initiate a request to the OEM to unlock the eligible device, or provide an explanation of why the device does not qualify for unlocking, or why the carrier reasonably needs additional time to process the request.
(6) Deployed Personnel Unlocking Policy. The Company will unlock mobile wireless devices for deployed military personnel who are customers in good standing upon provision of deployment papers.

The Company reserves the right to decline an unlock request if it has a reasonable basis to believe the request is fraudulent or the device is stolen.

Functionality in Emergency Situations

As a reseller, the Company relies upon its underlying facilities-based carrier for functionality in emergency situations. Through the Company's agreement with its underlying carrier, Sprint, the Company has the ability to remain functional in emergency situations. The Sprint wireless network has reasonable amounts of back-up power and the ability to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations. Each cell site in the Sprint's network is equipped with two to four hours of battery back-up power. Many cell sites in the Sprint network provide overlapping coverage for neighboring areas, ensuring that coverage continues in the event of damage to a particular facility. These neighboring cell sites can be adjusted to provide coverage to a wider service area in the event of an emergency. As an MVNO of Sprint, these capabilities benefit i-wireless customers.

Access Wireless Lifeline Rates, Terms & Conditions

Option 1: Lifeline 250 Minutes Plan*
250 anytime voice minutes per month
Unlimited text messages
Net cost to Lifeline customer: $0

Option 2: Lifeline Retail Discount Plan*
Lifeline eligible customers may apply a $15 discount to any i-wireless monthly retail plan[1].
Information on current retail plans can be found at
http://www.krogeriwireless.com/shop/plans

**both options include:*

- Free handset
- Free access to Voicemail, Caller-ID and call waiting
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free balance inquiries
- Free domestic long distance
- Unused minutes can rollover to following month (restrictions apply)
- Customer can earn additional free minutes through Kroger Free Minute Loyalty Program

Additional Airtime:

Plan	Top-Up $	Voice	Text/Pic Mail	Data MB
250 minutes w/ Unlimited text	$5	100	Unlim/0	100
	$10	250	Unlim/100	250
	$25	500	Unlim/100	750
	$35	Unlimited (30 Days)	Unlim/100	1024 (1GB)
	$50	Unlimited (30 Days)	Unlim/100	2048 (2GB)
Loyalty Reward = 20 Min				

Complete program terms and conditions are attached.

[1] Excludes text only plans. The discount on the $35 Unlimited Talk & Text plan is limited to Lifeline subsidy pass-through (i.e. $9.25 federal plus applicable state funds) and is not eligible for an additional Company credit.

Terms and Conditions

Introduction

Access Wireless is brought to you by i-wireless LLC and is a Lifeline Assistance program supported by the federal Universal Service Fund program ("Lifeline Assistance"). i-wireless LLC provides the Access Wireless mobile telecommunications services exclusively with Access Wireless phones provided free of charge, as well as select i-wireless phones purchased from the Kroger family of store locations or an authorized retailer.

Basic Definitions

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

The Service Agreement

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

Additional Terms

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

Our Policies

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

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. When you accept the Agreement, you promise that you are at least 18 years old and meet the eligibility standards. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, oral or electronic statement, for example, on the Web by electronically marking that you have reviewed and accepted; (b) activate a Device; (c) attempt to or in any way use the Services; or (d) open any package or start any program that says you are accepting the Agreement when doing so. If you do not want to accept the Agreement, do not do any of these things.

Service Activation

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

Availability

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

Eligibility

Eligibility for Access Wireless service varies by state. You may qualify for Access Wireless if you participate in any of the government assisted programs listed on your Access Wireless state application form or based on household income eligibility standards. If you seek to qualify for Access Wireless based upon participation in a qualifying federal or state program, you are required to provide proof of program participation such as a program identification card or other social service agency document that shows you currently participate in a qualifying federal or state program. If you seek to qualify for Access Wireless under the household income standards, you are required to provide written documentation of your household income. Your account will remain active as long as you meet the applicable eligibility standards for Access Wireless. You are responsible for notifying Access Wireless if you no longer meet the applicable eligibility standards for Access Wireless. Additionally, if you receive a notice from Access Wireless requesting that you confirm your eligibility status, you must do so. Specific information regarding eligibility verification is listed in the Important Service/Product Specific Terms.

One Lifeline Assistance Discount Per Economic Unit

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

responsible for notifying your current service provider that you have been approved for Lifeline Assistance through Access Wireless.

Eligibility is Personal

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

Consent to Disclosure of Information

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

Our Right to Change the Agreement and Your Related Rights

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

Our Right to Suspend or Terminate Services

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

Your Right To Change Services & When Changes Are Effective

The account holder can typically change Services upon request. In some instances, changes may be conditioned on payment of certain charges. The effective date of any changes will depend on our Policies, the old Services, and the requested Services. We will not credit or refund any subscription or other changes as a result of a change in Services. We may—but are no obligated to provide you the opportunity to authorize someone else to make changes to your Services. You are responsible for any changes to your Services made by a person you authorize, and those changes will be treated as modifications to this Agreement.

Restrictions on Using Services

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

Your Device, Number & Email Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we are not responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Device performance may vary based on device specifications (for example, a device's software, memory, and storage), and device performance may impact access to all of our Services. This Device is sold exclusively for use with our Service and in other coverage areas that we may make available to you. As programmed, it will not accept wireless service from another carrier, you have no—and cannot gain any (for example, through publication, use, etc.) - proprietary ownership, or other rights to any phone number, identification number, email address, or other identifier that we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them.

Porting/Transferring a Phone Number

We do not guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all of the Services associated with that number.

Coverage

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

About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from our vendors, or us while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access

on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone through you Services. We strongly recommend that you monitor your data usage by children/minors. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Access Wireless may be deleted modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Specific Terms & Restrictions On Using Data Services

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

Software License

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

Fees, Activation, & Miscellaneous Charges

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

Usage Charges

The types of charges that you incur will vary depending on the Service used and your service plan. You are responsible for the Services on your account and associated charges, including charges made by a person you permit to have direct or indirect access to your device even if you

did not authorize its use. Charges may include, but are not limited to, prepayment for service charges; charges for additional services; and taxes, surcharges, and fees associated with your Services. For the actual usage charges applicable to your Service, see the detailed plan or other information we provide or refer you to during the application or sales process or on our website. Depending on your Services, charges for additional services may include operator and directory assistance, voicemail, call forwarding, data calls, texts, and Web access. If you (the account holder) allow end users to access or use your Device, you authorize end users to access, download, and use Services. You will generally be charged for use of Services before or at the time of use in accordance with your service plan. In certain instances, we may charge at some point after you use the Service. Rates that vary based on the time of access will be determined based on the location of the network equipment providing service and not the location of your device or your device's area code (if applicable). Charges are generally deducted from your account balance (for example, pay-per-use charges, subscription charges, etc.), though in some instances you may be able to pay for certain Services through a credit card, debit card, or other payment method. If you have incurred charges or fees that were not charged prior to your account balance reaching a zero balance, we may deduct these outstanding, unpaid charges and fees from any subsequent amounts you add to your account balance. You may not attempt to add money to your account using a debit or credit card more than one time within a 30 minute period.

Types Of Charges

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

How We Calculate Your Charges

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

Data Usage: Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equal 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional

cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.

Taxes & Government Fees

You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to you. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

Surcharges

When imposed, unless prohibited by applicable law or agreement, you agree to pay all surcharges ("Surcharges"), which may include, but are not limited to: Federal Universal Service; various regulatory charges; Access Wireless administrative charges; gross receipts charges and certain other taxes imposed upon Access Wireless; or charges for the costs that we incur and pass along to you. Surcharges are not taxes, and we are not required to assess them by law. They are charges we choose to collect from you, are part of our rates, and are kept by us in whole or in part. The number and type of Surcharges will be provided and may vary depending upon the location of the transaction or the primary account address of the payment method or Device and can change over time. We determine the rate for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

Disputing Charges

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

About Account Balances

To keep your account active and avoid service interruption, you must either maintain a positive account balance at all times or pay any applicable subscription charges (depending on your service plan). Account balances are not transferable, redeemable for cash, or refundable. Charges are deducted from either your account balance or you may be able to pay for certain services with a credit card or debit card. There may be limits on your account administration, for example account balance, number change, and device changes. See the detailed plan or other

information we provide or refer you to during the sales transaction for the account status rules that apply to your Service.

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

Establishing or Replenishing Account Balances

Information on how you can establish and maintain an account balance will be provided at activation and is also available at www.accesswireless.com or through Access Wireless Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods. Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

Protecting Our Networks & Services

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

Your Privacy

Our Privacy Policy is available at www.accesswireless.com. This policy may change from time to time, so review it with regularity and care.

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

Authentication And Contact: You (the account holder) may password protect your account information by establishing a personal identification number (“PIN”). You may also set a backup security question and answer in the event you forget your PIN. You agree to protect your PIN, passwords, and other account access credentials like your backup security question from loss or disclosure. You further agree that Access Wireless may, in our sole discretion, treat any person who presents your credentials that we deem sufficient for account access as you or an authorized user on the account for disclosure of information or changes in Service. You agree that we may contact you for Service-related reasons through the contact information that you provide, through the Services or Devices to which you subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.

CPNI Consent: Under federal law, you have a right and Access Wireless has a duty, to protect the confidentiality of information regarding the amount, type and destination of your wireless service usage ("CPNI"). You consent to Access Wireless sharing your CPNI internally, and with its affiliates and its contractors to develop or bring to your attention any products or services, and to Access Wireless transferring your CPNI in the event of any merger sale of some or all of the company assets or acquisition, as well as in the event of any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of these Terms and Conditions and your use of the Service, and is valid until you revoke it. To revoke your CPNI consent at any time, notify us in writing at Access Wireless, Attention: CPNI Officer, 1 Levee Way, Suite 3104, Newport, Kentucky, 41071 and provide your (1) Name, (2) Home Address, (3) Home telephone number (including area code), (4) Telephone number for your mobile phone (including area code), (5) Service billing address, and (6) Service account passcode. Revoking your CPNI consent will not affect your current wireless service. Please see our Privacy Policy for details.

Third-Party Applications: If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Access Wireless to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you access, use, or authorize third-party applications through the Services, you agree and authorize Access Wireless to provide information related to your use of the Services or the application(s). You understand that your use of third-party applications is subject to the third party's terms and conditions and policies, including its privacy policy. Be sure that you have reviewed and are comfortable with the third party's policies before using its application on your device.

Information On Devices: Your Device may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Access Wireless is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, for example, when you relinquish, exchange, return, or recycle your Device. By submitting your Device to us, you agree that our employees, contractors, or vendors may access all of the information on your Device. If you exchange, return, or recycle your Device through us, we typically attempt to erase data on your Device but you must remove all data from your Device before you provide it to us.

Location-Enabled Services

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

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

911 Or Other Emergency Calls

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

If Your Device Is Lost Or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. If you do not either activate a new device or notify us that you have found your device within 60 days of the suspension of your account, your account will be deactivated, we may assess a charge equal to the balance in your account (which is not refundable), and, if applicable, you will lose your phone number.

Disclaimer Of Warranties

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

You Agree That We Are Not Responsible For Certain Problems

You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Access Wireless storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each.

You Agree That Our Liability Is Limited - No Consequential Damages

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

We Each Agree To First Contact Each Other With Any Disputes

We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution. We agree to contact each other as described in the “Providing Notice To Each Other Under The Agreement” section.

State-Specific Information

Unresolved questions or complaints regarding Lifeline service may be directed to the state offices or agencies listed in the Important Service/Product Specific Terms.

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

We each agree to arbitrate all Disputes between us, on an individual basis, not on a class wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there is no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys’ fees authorized by law. The arbitrator’s decision and award is final and binding, with some exceptions under the Federal Arbitration Act (“FAA”), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(1) “Disputes” are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that: (a) you bring against our employees, agents, affiliates, or other representatives; (b) you bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that we bring against you. It also includes but is not limited to claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the dispute, a description of previous efforts to resolve the dispute, relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in the “Providing Notice To Each Other Under The Agreement” section and notice to us will be sent to: Access Wireless, 1 Levee Way, Suite 3104, Newport, KY 41071. We each agree to make attempts to resolve the dispute prior to filing a claim for arbitration. If we each cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the dispute to formal arbitration.

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

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service.

(5) The arbitration will be governed and conducted by (a) a neutral third-party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) JAMS. The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this "Dispute Resolution and Arbitration" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class wide or consolidated basis.

(6) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. We each agree not to pursue arbitration on a class wide basis. We each agree that any arbitration will be solely between you and Access Wireless (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will pay for the arbitration administrative or filing fees, including the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

Exceptions To Our Agreement To Arbitrate Disputes

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

No Class Actions

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

No Trial By Jury

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

Indemnification

You agree to indemnify, defend, and hold Access Wireless and our subsidiaries, affiliates, parent companies, vendors, suppliers, and licensors harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide appropriate notices

regarding location-enabled services (see “Location-Enabled Services” section); failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

Providing Notice To Each Other Under The Agreement

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

Other Important Terms

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

Trademarks and Licenses

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

Important Service/Product Specific Terms

These terms are subject to the Access Wireless General Terms and Conditions. Prices, rates, offers and programs are subject to change without notice, may not be available with all devices or in all markets/retail locations, or combinable with other promotions/options. Monthly service charges are not refunded or prorated if service is terminated or modified before your next payment date. Unused monthly service allotments, including, but not limited to, plan minutes, messages or data allotments, expire at the end of each monthly plan period or when a customer switches service plans and do not carry forward except when additional funds (minimum of $10 to their account within the previous 60 days or when a FREE Wireless Reward credit has been applied to the account within the prior 45 days. A maximum cap of 2000 minutes applies. Any

minutes beyond the 2000-minute cap may not be applied. Partial minutes of use are rounded up to the next whole minute.

Nature of our Service

Access Wireless is brought to you by i-wireless LLP on the Sprint-owned network and is a Lifeline Assistance program supported by the federal Universal Service Fund program ("Lifeline Assistance"). Access Wireless service is limited to eligible customers (varies by state and subject to continued verification) and is non-transferable. Only one Lifeline Assistance benefit (wireless or wireline) per household is allowable. The primary use of your device must be for domestic purposes within the Sprint-owned network and for other purposes outlined in our offers. Domestic means use in the 48 contiguous states, Hawaii, DC, Puerto Rico and the Virgin Islands. Consumers who make willful false statements to obtain benefits may be punished by fine or imprisonment or may be barred from the program.

Unlimited Service

Unlimited does not mean unreasonable use. To ensure that all i-wireless/Access Wireless customers have access to reliable services provided at a reasonable cost, you may not use our Service in a manner that interferes with another i-wireless/Access Wireless customer's use of our Service or disproportionately impacts i-wireless/Access Wireless' network resources. i-wireless/Access Wireless service is intended for personal use only. We have determined that placing a high number of calls, sending or receiving unusually high numbers of messages or data usage or repeatedly placing calls of unusually long duration relative to typical usage by other customers on similar service plans suggests that a mobile phone or device is being used other than for personal use, and is in violation of these Terms and Conditions. If we determine at our sole discretion that you are using an unlimited or other service in violation of these Terms and Conditions or other i-wireless/Access Wireless rule or policy, or in any other manner that we deem to be unreasonable or excessive, then we may terminate individual calls or data connections or terminate your Service, decline to renew your Service or offer you a different service plan with no unlimited usage component at any time. We will provide notice via text message that we intend to take any of the above actions.

Messaging (text, picture, video, email and IM):

Domestic & international rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. International: International calls are charged at the per-minute rate for the country being called plus your standard airtime rate. International long distance rates vary & are subject to change without notice (visit www.accesswireless.com for current rate information). GPS Navigation: Environment may limit GPS location information. Third-Party Content: Subscribers may purchase mobile content on a per-item or monthly basis from Access Wireless or i-wireless storefronts and other entities. Content fees will be deducted from subscriber's account balance. Subscribers are responsible for all billed content, including content purchased by others authorized to use devices on the account. Call customer service for information on usage controls (e.g., account blocking tools). Local phone numbers may not be available in certain markets. Additional fees may apply for phone number or equipment change requests processed by customer service. You can request to change your mobile phone number up to three times each year. You may check your balance at any time free of charge online at www.accesswireless.com or from your mobile phone. Your account history is available online for 60 days unless you switch service options.

Adding Funds to Your Account

You must add money to create a cash balance in your Access Wireless account to pay for data services (e.g. third-party content) or for wireless usage after the free plan's monthly allotment of 250 voice minutes and unlimited text messages. Funds can be added using one of Access Wireless' Payment methods (credit, debit, PIN or Top-Up card). Customers can add a maximum of $50 to their accounts in a single transaction. Funds cannot be used for any other wireless service. Adding funds through Access Wireless customer service may result in processing fees. State, local sales taxes and fees may apply when adding funds to your account.

Payments & Chargebacks

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

Free Device for New Enrollments

Access Wireless will provide a free device to all new customers approved for Lifeline service. Any customer that has received a free device from Access Wireless in the prior six-month period wishing to re-apply for Lifeline service, may not receive another device free-of-charge at the time of re-enrollment. Customers that re-apply and are approved for Lifeline service may choose to 1.) re-activate the device previous provided to them by Access Wireless, 2.) purchase an i-wireless device at their own expense, or 3.) may choose to activate service on their own device. All devices must be certified for approval to operate on the Sprint network.

All new devices provided at the time of enrollment, purchased directly from a Kroger-owned retail location or online at krogeriwireless.com or accesswireless.com include a one-year warranty from the original equipment manufacturer. Defects due to misuse or abuse are not covered by any warranty.

Active Access Wireless Lifeline customers that report a lost or stolen phone sixty days from the date of enrollment are eligible to receive a refurbished device once per calendar year.

Account Activity Requirement

You must actively use your Access Wireless service. If you do not make or answer a voice call or purchase minutes at least once during any 60-day period, Access Wireless will provide you with a notice of inactivity to inform you that you must use the service within 30 days or be de-enrolled from the Lifeline program. If you receive a notice of inactivity, you must make or answer a voice call at least once during the 30-day period following the notification or confirm that you would like to continue receiving Lifeline service in order to remain eligible and avoid termination of your Access Wireless Lifeline service.

Maintaining Eligibility and Service

You will receive Lifeline service from Access Wireless as long as you meet and continue to verify the Access Wireless eligibility requirements. If Access Wireless has reason to believe that you are no longer eligible to receive your Lifeline benefit for any reason, including but not limited to instances in which (1) you have notified us of your ineligibility; (2) you have failed to respond to a request by Access Wireless to confirm your eligibility and/or address by the response date provided; (3) you have responded to a request by Access Wireless to confirm your eligibility, but

failed to submit adequate proof of your eligibility status; or (4) a state or federal agency alerts Access Wireless to your ineligibility, Access Wireless will notify you of impending termination of your Access Wireless Lifeline service. You will have 30 days to respond to this notice. Confirmation of eligibility must occur during this 30 days or your Access Wireless Lifeline service will be terminated. If your eligibility is not confirmed prior to the end of the applicable 30-day period following notification of inactivity or impending termination, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes.

Transition Period after Termination of Lifeline Service

For 150 days after termination of Access Wireless Lifeline service, if you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. During this 150-day period, you may choose to switch to an i-wireless rate plan and keep your phone number by calling 1-866-594-3644. After the end of this 150 day-period, your account will expire, and we will deactivate your service. If your account expires or is terminated, you will lose your phone number, and Access Wireless will assess you a termination charge equal to the value of the balance in your account.

Prohibited Network Uses

To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use our service in a manner that interferes with another Access Wireless or i-wireless customer's use of our service or disproportionally impacts Access Wireless/i-wireless' network resources. Access Wireless reserves the right, without notice or limitation, to terminate individual calls, or after providing notice to you, offer you a different service plan with no unlimited usage components, limit data throughput speeds or quantities, or deny, terminate, end, modify, disconnect or suspend your service, or decline to renew your service, if you engage in any of the prohibited voice or data uses detailed below or if Access Wireless, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

Examples of Prohibited Voice Uses

Access voice services are provided solely for live dialogue between, and initiated by, two individuals for personal use & as otherwise described in this policy. Access Wireless voice services may not be used for any other commercial purposes including, but not limited to, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals.

Examples of Prohibited Data Uses

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

or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Access Wireless/i-wireless Prohibited Network Uses and Access Wireless General Terms and Conditions. Network Management and Performance: Access Wireless telecommunication services are provided on the Sprint network. For important information on Sprint's network management tools, policies and other related information, please visit www.sprint.com.

Return Policy

Access Wireless phones are provided free of charge or can be purchased online, at select Kroger-owned store locations or authorized retailers. Devices purchased directly from Access Wireless or i-wireless can be returned within 14 days of purchase. Customer may return the complete, undamaged device in its original packaging and all of its components along with the original receipt. Devices purchased from other retail locations are subject to the other location's return policy.

State Dispute Resolution Information

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

Telecommunications Relay Service (TRS)

Telecommunications Relay Service (TRS) permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device.

If you want to call someone using TRS, use your TTY or dial 711 on your telephone, and you will automatically be connected to a TRS operator.

711 is a toll-free, nationwide relay access number. You may dial 711 from anywhere in the United States and be connected to the relay service in the state you are calling from. Once connected to the relay service, tell the Communications Assistant the type of relay call you wish to make (i.e. TTY, HCO, VCO, STS, Spanish, etc.). 711 dialing access does not work for Video Relay Service (VRS), Internet Protocol (IP) Relay, or Internet Protocol Captioned Telephone Service (IPCTS) relay calls, because such calls are initiated through the Internet.

For EMERGENCIES, you should use 911.

To learn more about 711, visit http://www.fcc.gov/guidelines/711-telecommunications-relay-service.

To learn more about other types of TRS, visit http://www.fcc.gov/guides/telecommunications-relay-service-trs.

To learn more about Minnesota Relay and the Minnesota Telephone Equipment Distribution (TED) Program, please click here.

Monthly Minute Allocation, Airtime Rates & Usage

While you are enrolled in the Access Wireless program, you will receive a free monthly allotment of airtime minutes as provided for the Access Wireless Lifeline Assistance program approved in your state. Access Wireless airtime is issued in minute (or unit) increments. Units are deducted from the Access Wireless phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for domestic long distance. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated.

For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the web and downloading content to your Access Wireless phone. No credit or refund is given for dropped calls.

250 Minute and Unlimited Text Credit

Your free monthly Lifeline credit of 250 free minutes and unlimited texts will automatically be applied on the first day of your monthly service cycle. These units may be used for making or receiving voice calls or sending and receiving text messages. Additional usage of minutes will be charged at the rate of $0.10 each. Monthly Lifeline airtime credit of 250 monthly and unlimited texts is applied on the same date each month. Unused Minutes/Texts, Data or Picture Mail will automatically carry forward to the next month when a user adds a minimum of $10 to their account within the previous 60 days or has earned a FREE Wireless Reward in the prior 45 days. If no additional funds beyond the free monthly Lifeline airtime credit have been applied to the account within 60 days or a FREE Wireless Reward has not been earned in the prior 45 days, any unused Minutes/Texts, Data or Picture Mail will automatically be removed from the account balance prior to the subsequent month’s free monthly airtime credit being added. If you use all of your free monthly airtime credit before a new monthly cycle begins and you do not have a sufficient balance in your account, you may not use your phone to make or receive voice calls, (other than 911 emergency calls), until the start of the next monthly cycle.

Expiration date for any funds added to an Access Wireless account will adhere to the standard business rules associated with airtime card/PIN denomination.

FREE Wireless Rewards Program

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

If you have registered and authorized recurring billing to your 1-2-3 Reward's Visa, you will receive 30 FREE minutes of airtime applied to your account balance for every $100 in qualified spending. You must spend $100 or more to receive the reward. The total amounts you spend will not be rounded up (i.e. 99¢ will not be rounded up to $1.00). Rewards minutes may only be redeemed once (1) per household, per $100 in qualified spending. Qualified purchases do not include payments for taxes, office services, alcohol, tobacco, fuel, tickets, Western Union, Green Dot cards, MoneyPak, Kroger Gift Cards and any purchases prohibited by law. Access Wireless and Kroger reserve the right to exclude other purchases. No coupon or certificate is needed to earn rewards minutes.

A maximum of two Kroger family Shopper's cards, Rewards cards or 1-2-3 Rewards Visa cards may be registered against any one Access Wireless MDN. No more than 30 FREE minutes can be earned for every $100 in qualified spending, and a maximum of 2000 minutes can be earned within a 30-day period. FREE Wireless Rewards are usually applied within 48 hours after the $100 threshold for qualifying purchases is met.

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

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

Calls made to Access Wireless Customer Care, the IVR by calling 611 or use of any short-code such as #BUY (#289) or #LEFT (#5338) directly from your handset are not deducted from your free monthly airtime credit on a per minute basis and are free of charge.

At the end of the applicable 30-day period following notification of ineligibility, you will lose any free monthly minutes remaining in your account and you will no longer receive a monthly allocation of free minutes. For 120 days after the end of this 30-day period, if you have a sufficient balance in your account, you will be charged 10¢ for each additional minute you use. During this 120-day period, you may choose to switch to an i-wireless plan and keep your phone number by calling 1-866-594-3644. After the end of this 120 day-period, your account will expire and we will deactivate your service. If your account expires, you will lose your phone number, and Access Wireless will assess you a termination charge equal to the value of the balance in your account. This program is a regulated service and requires following certain federal and state requirements. These requirements may change, from time-to-time, which may affect your eligibility or our ability to continue to provide service. Access Wireless reserves the right to discontinue the service at any time.

Access Wireless Referral Program

The Access Wireless Referral Program is available to all Access Wireless customers and enables them to earn additional free airtime for referring eligible, new customers to Access Wireless.

Credit Eligibility: Referred (NEW) Customers: in order to be eligible for a New Customer Referral credit, the referred (new) customers must meet the following criteria: (1) activation date on or after June 10, 2013, (2) must be approved to receive monthly Lifeline benefit, and (3) must go through the referral program process within 5 days of being approved for service with Access Wireless. Referring (EXISTING) Customers: in order to be eligible for a Referral credit, the referring (existing) customer must meet the following criteria: (1) must be approved to receive monthly Lifeline benefit provided by Access Wireless, and (2)must be a current/active customer of Access Wireless

Credits: New customers will receive a one-time referral credit when they go through the registration process for the Referral Program. The new customer referral credit is 50 minutes. This is a one-time credit. Existing customers who refer new customers will receive a credit of 100 minutes for each successful referral, up to 10 referrals. Credits will be issued as minutes that can be used for talk or text on an Access Wireless account. Referral credits are based on customer phone number. Phone number changes prior to a referral credit being applied to the account may nullify any due credit.

Benefits and services are subject to change. Access Wireless reserves the right to make changes to or eliminate the Referral Program at any time, without notice.

Payment Methods for Paid Service Options

For wireless phone usage in addition to your free monthly minute allocation and in order to utilize messaging, data and other enhanced services or features, you must add money to the cash balance of your Access Wireless account.

Top-Up

You add money to the cash balance of your Access Wireless account by using one of our Top-Up methods. You can Top-Up your account by (1) registering your credit/debit card, or (2) buying Access Wireless or i-wireless airtime cards at any of the Kroger family of store locations. Access Wireless and/or i-wireless airtime cards are available in $10, $25, $35 and $50 denominations. Sales taxes apply.

The minimum Top-Up amount when using a credit card or debit card is $25. The value of any Top-Up amount or card cannot be applied to any wireless service other than Access Wireless.

Airtime Cards

Purchase an i-wireless card at an authorized distributor, including the Kroger family of stores such as Kroger, Ralphs, Dillons, Fred Meyer, Smith's, King Soopers, City Market, Fry's, Baker's, Owen's, JayC, Hilander, Gerbes, Scott's & Pay Less. To activate an Access Wireless or i-wireless airtime card, simply call 611 dial to redeem the card amount. Each airtime card denomination is valid for a specific number of days, which is published on the back of the card, once the airtime card has been applied to the account. The number of days an airtime card is valid is as follows: $10 airtime cards are valid for 30 calendar days from the date of activation. $25 airtime cards are valid for 60 calendar days from the date of activation. $50 airtime cards are valid for 90 calendar days from the date of activation. $75 airtime cards are valid for 90 calendar days from the date of activation.

Upon the expiration of such period (i.e. 30/60/90 days), any remaining value will expire, except that if a new airtime card is added before expiration of the period, in which case the expiration on all remaining airtime extends to the expiry date of the new airtime card.

Airtime card expiration date is invalid if top-up amount is used towards the purchase of a rate plan, data, text messaging, downloads or picture mail.

Access Wireless customers are not eligible for the i-wireless All-In rate plan options.

Auto Refill

You can register to automatically refill your account. By registering for Auto Refill, you agree to have the Auto Refill amount you have selected deducted from your credit card or debit card and added to your Access Wireless account once a month on your selected rate plan's monthly renewal date to cover your monthly plan fee. There is a limit of three credit card transactions per phone in a 30-day period.

You can set up, modify, or cancel your Auto Refill preferences by logging into your account at www.accesswireless.com or by calling Access Wireless at 1-866-594-364.

Payment for Services with Cash Balance

Your cash balance may be used for services such as international calls, Directory Assistance calls, Picture Messaging and Downloads.

Account History

Your account history for the previous 60 days will be available online at www.accesswireless.com unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch. You may request a printed statement detailing 60 days of account history by sending a written request to Access Wireless, 1 Levee Way, Suite 3104, Newport, KY 41071, Attention: Account History.

Taxes and Surcharges

Stated prices for our service options do not include certain taxes or surcharges. Access Wireless charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. Access Wireless collects sales taxes on all direct Top-Up transactions and, in certain states, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for Top-Up transaction that occur through such third party retailers. Taxes and fees are subject to change without notice.

Messaging

You can send and receive text messages of up to 160 characters, including the address and subject line on your Access Wireless phone. There is no character limit for email and instant messages ("IM"). Certain types of messages are device dependent. Standard message rates apply when a message is sent or received, whether it is read or viewed.

Preventing Spam

If you are receiving unwanted text messages ("spam"), contact the source and unsubscribe or remove your mobile phone number from the service. Even if you elect not to receive text messages, you may still receive service alerts from Access Wireless for which there is no charge.

Unsolicited Messages

If you intentionally send spam from your Access Wireless phone, we may terminate your service without further notice.

Data Usage on your Access Wireless phone:

Your data usage will be deducted from the available data balance on your account. If you use your allocation of data before the end of the monthly period, you will be charged for data at the

rate of $0.01 per 10 kilobytes to access the mobile Internet (the "Overage Rate") on each day that you access the mobile Internet for the remainder of the period, provided that you have a sufficient balance in your account.

Returning Your Access Wireless Phone:

A defective Access Wireless phone may be returned within 14 calendar days from the date in which the phone was received. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a comparable replacement. Please contact Customer Care to obtain a Return Authorization Number at 1-866-594-3644. This return authorization number must appear on the outside of the shipping package for your return to be processed correctly.

i-wireless LLC Attn: Returns Manager Return Authorization Number _____ 1 Levee Way; Suite 3104 Newport, KY 41071 Include your name, address, home phone number and return authorization number on the original packing list.

Returning an i-wireless Phone:

In-store purchases of an i-wireless phone may be returned to the place of purchase within 14 calendar days from the date of purchase. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a refund of the purchase price. Proof of purchase is required. Access Wireless and i-wireless airtime cards are not refundable. Equipment purchased beyond 14 days from the date of purchase will not be refundable at the place of purchase.

Returning an i-wireless Phone Purchased Online:

An i-wireless phone purchased online at www.krogeriwireless.com may be returned within 14 calendar days from the date that the equipment was received. All equipment must be complete and returned in the original packaging and in good condition to be eligible for a refund of the purchase price. All unused airtime purchased online with a handset will be refunded. Please contact Customer Care to obtain a return authorization number at 1-866-594-3644. This return authorization number must appear on the outside of the shipping package and on the receipt for your return to be processed correctly.

i-wireless LLC Attn: Returns Manager Return Authorization Number _____ 1 Levee Way; Suite 3104 Newport, KY 41071

Include your name, address, home phone number and return authorization number on the original packing list. The credit card used at the time of purchase will be credited 10-15 days after the returned handset is received.

Equipment purchased online beyond 14 days from the date that the equipment is received is not refundable. All mobile phones purchased directly from a Kroger-owned retail location, online at www.krogeriwireless.com, or provided to you through our Lifeline Assistance program include a one-year warranty from the original equipment manufacturer. If you experience a handset malfunction, call Access Wireless at 1-866-594-3644. Defects due to misuse or abuse are not covered under any warranty.