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August 13, 2015

VIA OVERNIGHT DELIVERY AND ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street
Washington, D.C. 20554

Re: SelecTel, Inc. d/b/a SelecTel Wireless
Compliance Plan
WC Docket No. 09-197 & WC Docket No. 11-42

Dear Ms. Dortch:

Pursuant to the Federal Communications Commission Order *In the Matter of Lifeline and Link Up Reform and Modernization* released February 6, 2012, attached please find SelecTel, Inc. d/b/a SelecTel Wireless' ("SelecTel") Compliance Plan (WC Docket Nos. 09-197 and 11-42).

Please be advised that Exhibit D Financial Statements are CONFIDENTIAL AND PROPRIETARY. The confidential material is clearly marked and is being filed in a separate envelope. The marked information is sensitive company information not available to the public.

Confidential treatment is requested for the financial data provided in Exhibit D, pursuant to Section 0.459 of the Commission's rules.¹ As required by Section 0.459(b) of the Commission's rules, SelecTel provides the following information regarding its request for confidential treatment:

1. Confidential treatment is requested for SelecTel's financial information.
2. Financial information is contained in Exhibit D of the enclosed Compliance Plan.
3. The information regarding SelecTel's financials is sensitive and is privileged. The information is not generally publicly available.
4. The wireless telecommunications industry is highly competitive.² There is competition in the provision of wireless Lifeline service from standard wireless ETCs and the special Lifeline ETCs that have already been designated.
5. The release of this information will cause substantial competitive harm to SelecTel. Disclosure

¹ 47 C.F.R. § 0.459.

² See generally *Thirteenth Annual CMRS Competition Report*, 24 FCC Rcd 6185 (2009).

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would give competitors access to privileged information that may affect the actions of those competitors. Competitors could utilize such information to extrapolate sensitive data regarding SelecTel's financial position.

6. SelecTel considers this information to be proprietary and confidential and does not distribute such information to any party outside of the company, with the exception of outside counsel.
7. This information is not available to the public and has not been disclosed to any other third party, with the exception of outside counsel.
8. The information should not be released for public inspection, as it contains proprietary company information that is competitively and financially sensitive. At some point, however, this information will become stale. At minimum, the information should be protected for not less than three years.

For the foregoing reasons, SelecTel respectfully requests that the Commission provide confidential treatment for the identified information.

I have enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions or if I may provide you with additional information, please do not hesitate to contact me. Thank you for your assistance.

Respectfully submitted,

/s/ Lance Steinhart

Lance J.M. Steinhart, Esq.

Managing Attorney

Lance J.M. Steinhart, P.C.

Attorneys for SelecTel, Inc. d/b/a SelecTel Wireless

Enclosures

cc: Matt O'Flaherty

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of the)	
)	
Telecommunications Carriers Eligible for Universal Service Support)	WC Docket No. 09-197
)	
Lifeline and Link Up Reform and Modernization)	WC Docket No. 11-42
)	
SelecTel, Inc. d/b/a SelecTel Wireless Compliance Plan)	

SELECTEL, INC. D/B/A SELECTEL WIRELESS' COMPLIANCE PLAN

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August 13, 2015

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In the Matter of the)	
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SELECTEL, INC. D/B/A SELECTEL WIRELESS' COMPLIANCE PLAN

I. INTRODUCTION

SelecTel, Inc. d/b/a SelecTel Wireless (“SelecTel” or the “Company”) is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forbore from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.¹ SelecTel will avail itself of the FCC’s conditional grant of forbearance and, by its attorney, hereby files its Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the

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

Order.² Given the economic environment that is forcing many low-income customers to forego wireless service, SelecTel respectfully requests expeditious approval of this plan so that the Company, upon designation as an ETC, may quickly deploy much-needed Lifeline services to qualified low-income customers.

II. BACKGROUND

In the *Order*, the Commission granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:³

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier’s various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

² Although the Company qualifies for and seeks to avail itself of the Commission’s grant of forbearance from the facilities requirement of section 214(e)(1)(A), the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state, particularly for purposes of state universal service funding under state program rules and requirements. The Company will follow the requirements of the Commission’s Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund.

³ See *Order* at ¶¶ 368, 373 and 379.

III. SELECTEL WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

SelecTel will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States.⁴

A. Access to 911 and E911 Services

In the *Order*, the Commission requires SelecTel to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.⁵ The Commission and consumers are hereby assured that all SelecTel customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from SelecTel handsets even if the account associated with the handset has no minutes remaining.

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on SelecTel providing only E911-compliant handsets to its Lifeline customers.⁶ SelecTel will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing SelecTel customer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

⁴ To the extent that future changes in federal regulations render the commitments herein invalid, the Company reserves the right to modify its operations in accordance with federal regulations in effect at that time.

⁵ See *Order* at ¶ 373.

⁶ See *id.*

C. Consumer Eligibility and Enrollment

SelecTel will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, SelecTel will rely on the state identification or database.⁷ In instances where SelecTel is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

SelecTel understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”⁸ Upon receiving an application for Lifeline support, SelecTel will check the National Lifeline Accountability Database (“NLAD”), once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. SelecTel will also search its own internal database of active customers, real-time, pre-sale, to ensure that it does not already provide Lifeline-supported service to someone at that residential address. If SelecTel determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, SelecTel will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, SelecTel will require applicants to complete and submit to the Company USAC’s one-per-household template, which will contain the following: (1) an explanation of the Commission’s one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by

⁷ See *Order* at ¶ 98.

⁸ See *Order* at ¶ 74.

multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income; and (4) the penalty for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).⁹ SelecTel will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,¹⁰ SelecTel will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O. Box or General Delivery address).¹¹ SelecTel will inquire on its certification forms whether or not the applicant's address is a temporary one.¹² If and when the 90-day verification rules become effective, SelecTel will notify the consumer that if they have a temporary address, the Company will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of SelecTel's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.¹³ Also on its certification forms, SelecTel will explain that if the subscriber moves, they must provide their new address to the Company within 30 days

⁹ See *Order* at ¶ 78.

¹⁰ See Exhibit A. The draft form remains subject to change, but substantially reflects the content of the Company's application.

¹¹ See *Order* at ¶ 85.

¹² See *Order* at ¶ 89.

¹³ See *id.* As of the date of filing of this Compliance Plan, this requirement has not been approved pursuant to the Paperwork Reduction Act.

of moving.¹⁴ If the subscriber has moved, SelecTel will update the NLAD, once in place, with the information within 10 business days of receipt of the information.¹⁵

As detailed below, SelecTel's certification form will clearly explain the one-per-household requirement and all consumers must certify that they receive Lifeline support for a single subscription per household.

2. Initial and Annual Certification

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. SelecTel's application form will identify that it is a "Lifeline" application. SelecTel will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

SelecTel's initial and annual certification forms will conform to the list of requirements provided in the *Order*, Appendix C and with C.F.R. § 54.410(d), as amended. SelecTel's Lifeline certification forms, a draft sample of which is attached as Exhibit A, will require each prospective subscriber to provide the following information:

- (i) The subscriber's full name;
- (ii) The subscriber's full residential address;
- (iii) Whether the subscriber's residential address is permanent or temporary;
- (iv) The subscriber's billing address, if different from the subscriber's residential address;
- (v) The subscriber's date of birth;
- (vi) The last four digits of the subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
- (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria,

¹⁴ See *Order* at ¶ 85.

¹⁵ See *id.*

as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and
(viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

The certification forms will also explain in clear, easily understandable language that:

- (i) Lifeline is a federal benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) households are not permitted to receive benefits from multiple providers;
- (v) that violation of the one-per-household requirement would constitute a violation of the Commission's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
- (vi) a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

SelecTel will require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

- (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;
- (ii) The subscriber will notify the carrier within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
- (iii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands, as defined in 54.400(e);
- (iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within 30 days;
- (v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every 90 days;
- (vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
- (vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge,
- (viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
- (ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the

subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings, that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.¹⁶

Enrollment in person. The Company will primarily enroll Lifeline applicants in person at Company events (i.e. mobile tent events) and retail locations (i.e. grocery stores, independent dealer stores). When a prospective customer applies in person, Company employees, agents or representatives ("personnel") will assist the customer in filling out an electronic application form on a Company computer or tablet, will ask to see a government issued ID, and will validate the address via a USPS/Melissa Database and simultaneously input the name/address combination into the NLAD to confirm that the applicant is not already receiving a Lifeline subsidy from SelecTel or any other ETC. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. In cases where an eligibility database exists, personnel will query the database to determine eligibility. In states where eligibility databases are not available, the applicant is required to provide proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. SelecTel's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by

¹⁶ See *Order* at ¶ 168.

Company personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). Eligibility documents are returned to the customer after review. Finally, SelecTel personnel will verbally review all certifications and disclosures with the applicant before they sign the application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, the customer is allowed to receive their phone in person. In instances where eligibility databases cannot be accessed in real-time, SelecTel will mail the phone to eligible customers once verification of eligibility is complete. The customer's account is then activated upon the customer's personal initiation or actual use of the phone. Customers will be instructed to call the Company in order to activate their account; this activation call will capture via IVR the customer's name and last four digits of SSN in order to verify that the person activating the phone is the intended recipient.

Enrollment by phone. With respect to those enrolling via the phone, Company personnel are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. Company personnel will obtain applicant's verbal confirmation of each required certification. If the applicant indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, personnel will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what

documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, NLAD, eligibility databases). If no eligibility database is available, the application will be placed in a “hold” status until the Company receives copies of the applicant’s proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the “Office Use Only” section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). SelecTel will destroy copies of proof documentation and deliver phones to eligible customers by mail. The customer’s account is activated upon the customer’s personal initiation or actual use of the phone. Customers will be instructed to call the Company in order to activate their account; this activation call will capture via IVR the customer’s name and last four digits of SSN in order to verify that the person activating the phone is the intended recipient.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. SelecTel will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.¹⁷ If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC’s one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of

¹⁷ See *Order* at ¶ 123.

benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, NLAD, eligibility databases). If no eligibility database is available, the application will be placed in a “hold” status until the Company receives copies of the applicant’s proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the “Office Use Only” section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). SelecTel will destroy copies of proof documentation and deliver phones to eligible customers by mail. The customer’s account is activated upon the customer’s personal initiation or actual use of the phone. Customers will be instructed to call the Company in order to activate their account; this activation call will capture via IVR the customer’s name and last four digits of SSN in order to verify that the person activating the phone is the intended recipient.

General Enrollment Procedures. SelecTel will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, SelecTel will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.¹⁸ If a database is used to establish eligibility, SelecTel will not require documentation of the consumer’s participation in a qualifying federal program; instead, SelecTel or its representative will note in its records what specific data was relied upon to confirm the consumer’s initial eligibility for Lifeline.¹⁹ However, in states where there is no state administrator, the state commission or other state agency is not making

¹⁸ See Order at ¶ 97.

¹⁹ See Order at ¶ 98.

eligibility determinations, and there is no automated means for SelecTel to check electronic databases for eligibility, SelecTel will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.²⁰ SelecTel will require acceptable documentation both for income eligibility and for program eligibility. The Company will not retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.²¹ SelecTel understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases SelecTel remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.²²

SelecTel will provide Lifeline-specific training to all personnel – employees, agents, and representatives – designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company employee, agent, or representative may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (see Exhibit A) on a section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate the ability of employees, agents, or representatives to explain each item contained therein and answer any customer questions. Because the Company is responsible for the actions of all its personnel,

²⁰ See Order at ¶ 99.

²¹ See Order at ¶ 101.

²² See Order at ¶ 110.

including those enrolling customers in any Company-owned or agent retail locations, and a Company employee will be responsible for overseeing and finalizing every Lifeline enrollment prior to including that customer on an FCC Form 497 for reimbursement, the Company always “deals directly” with its customers to certify and verify customers’ Lifeline eligibility.

3. Annual Re-Certification

SelecTel understands that it must annually re-certify the eligibility of its entire Lifeline subscriber base and report the results to USAC by January 31, each year, and the Company may elect to perform this re-certification on a rolling basis throughout the year.²³ SelecTel will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.²⁴ The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company. SelecTel will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. SelecTel understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.²⁵

Alternatively, where a database containing consumer eligibility data is available, SelecTel (or state agency or third-party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a

²³ See *Order* at ¶ 130.

²⁴ See *id.*

²⁵ See *Order* at ¶ 132.

subscriber's address cannot be verified through the state data, SelecTel will contact the subscriber every year during the annual certification process to obtain a valid address.²⁶ SelecTel understands that it has the option to elect USAC to administer the self-certification process on the Company's behalf.²⁷

SelecTel will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of SelecTel's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

(1) that the Company has procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and

(2) that the Company is in compliance with all federal Lifeline certification procedures.²⁸

D. Other Reforms to Eliminate Waste, Fraud and Abuse

SelecTel shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Company customers from engaging in such abuse of the program, inadvertently or intentionally.

SelecTel has implemented enrollment procedures designed to prevent subsidies for

²⁶ See Order at ¶ 131.

²⁷ See Order at ¶ 133.

²⁸ See Order at ¶ 126-27.

duplicate, ineligible, or inactive subscribers. The Company contracts with a third party Lifeline service bureau, currently CGM, LLC of Roswell, Georgia, to edit all subsidy request data. CGM will process and validate the Company's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second lifeline subsidy in that same month; and (2) inactive lines receiving subsidy: CGM's systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described herein, SelecTel ensures that it does not over-request from support funds.

During the Lifeline application process, the Company details all required disclosures with the applicant, including the one-per-household rule. As detailed in section III.C.2, SelecTel first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, SelecTel requires the applicant to provide their date of birth (DOB) and last four digits of their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the Company representative can forge certification forms based on false names and addresses. SelecTel validates the applicant's address via a USPS/Melissa Database to ensure the address is correct. Once the applicant's identity is confirmed, SelecTel verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, SelecTel checks any available eligibility database. If one is not available, the applicant is required to provide proof of eligibility. This prevents ineligible applicants or duplicate subscribers from receiving the subsidy.

1. National Lifeline Accountability Database

SelecTel will participate in the NLAD. SelecTel will query the NLAD to check to see if a prospective subscriber is already receiving service from another ETC at a residential address

prior to seeking reimbursement from the Fund.²⁹ As required by the *Order*, SelecTel will provide to the NLAD subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.³⁰

Furthermore, on its certification form, SelecTel will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.³¹

2. Subscriber Usage

SelecTel will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, SelecTel will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.³² SelecTel will notify its subscribers at service initiation, via the certification form and via script that is reviewed with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.³³ An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call;

²⁹ See *Order* at ¶ 203.

³⁰ See *Order* at ¶ 189.

³¹ See *Order*, Appendix C.

³² See *Order* at ¶ 257.

³³ See *id.*

answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.³⁴ SelecTel utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates the Company's subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.³⁵ After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. SelecTel will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.³⁶

3. Marketing & Outreach

SelecTel will implement the measures outlined herein to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. SelecTel will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:³⁷ (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless

³⁴ See *Order* at ¶ 261.

³⁵ CGM, LLC is currently the Company's third party contractor.

³⁶ See *Order* at ¶ 262. 911 transmission will actually be performed by the Company's underlying facilities-based CMRS provider.

³⁷ See Exhibit B for a sample advertisement. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. See *Order* at ¶ 275.

service; and (4) Lifeline is a government benefit program. SelecTel's website and printed collateral will explain the documentation necessary for enrollment, and the details of SelecTel's plans. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.³⁸ For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false statements are not practicable, SelecTel will include the URL link for its website where disclosures will be listed. Additionally, SelecTel will disclose the company name under which it does business.³⁹

4. Audits

The *Order* requires ETCs that draw \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, to hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess the ETC's overall compliance with the program's requirements.⁴⁰ SelecTel will comply with this requirement, including applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.⁴¹

E. De-Enrollment

If at any time a SelecTel Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-

³⁸ See *Order* at ¶ 275.

³⁹ See *id.*

⁴⁰ See *Order* at ¶ 291.

⁴¹ See *Order* at ¶ 294.

enrollment requests. SelectTel Lifeline customers simply call the Company, via 611 or the toll-free customer service number, and they can speak to a live operator to de-enroll from SelectTel's Lifeline program. SelectTel will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).⁴²

If a customer does not respond to the Company's annual verification survey within 30 days, or if SelectTel has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), SelectTel will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.⁴³ Similarly, SelectTel will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.⁴⁴

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,⁴⁵ SelectTel will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

⁴² See Order at ¶ 122.

⁴³ See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

⁴⁴ See Order at ¶ 89.

⁴⁵ See Order at ¶ 214-16.

Non-Usage. SelecTel will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. SelecTel will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. SelecTel will update the NLAD within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.⁴⁶

F. Additional Rule Amendments

1. Terms and Conditions of Service

SelecTel has attached as Exhibit C its Lifeline terms and conditions of service. The Company's Lifeline offering is summarized in section IV.C below. These terms and conditions are subject to change as needed, and the most current version may be found on the Company's website, www.selectelwireless.com.

2. Reporting Requirements

SelecTel will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service,

⁴⁶ See Order at ¶ 257.

including minutes of use and/or toll calls.⁴⁷

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, SelecTel will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.⁴⁸ SelecTel will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,⁴⁹ and the Company will seek reimbursement for actual lines served, not projected lines.⁵⁰

4. Section 54.202 Certifications

SelecTel certifies the following in accordance with newly amended C.F.R. § 54.202: (1) SelecTel will comply with the service requirements applicable to the support that it receives; (2) SelecTel is able to remain functional in emergency situations; (3) SelecTel will satisfy applicable consumer protection and service quality standards.

IV. COMPANY INFORMATION

SelecTel is a Nevada corporation. SelecTel will provide prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Verizon Long Distance, LLC (“Verizon”) through a direct contract with Verizon. Verizon is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like SelecTel. SelecTel has a direct contract relationship with Verizon. The Company will obtain from Verizon the network infrastructure and transmission facilities to allow SelecTel to operate as a Mobile Virtual Network Operator (“MVNO”).

⁴⁷ See *Order* at ¶ 296, 390. Section 153 of the Communications Act defines “affiliate” as “a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

⁴⁸ See *Order* page 221.

⁴⁹ See *Order* at ¶ 128.

⁵⁰ See *Order* at ¶ 302.

A. Operations

SelecTel is owned by Compass Atlantic Inc. (66.67%) and Matthew O'Flaherty (33.33%). Compass Atlantic Inc. ("Compass Atlantic") is a holding company organized under the laws of the state of Delaware. It is a wholly owned subsidiary of Compass Capital Incorporated, which is organized under the laws of the province of Ontario, Canada. SelecTel is the operating company and the Company does not have any other affiliates. The Company utilizes third party vendors/contractors for enrollment, distribution, customer service, billing, and regulatory compliance services.

B. Financial and Technical Capability

SelecTel is financially and technically capable of providing Lifeline-supported services.⁵¹ SelecTel has been in business for 5 years and provides wireline and wireless service to non-Lifeline customers nationwide. SelecTel has not been subject to enforcement action or ETC revocation proceedings in any state. SelecTel is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. In the event that USAC ceases disbursements for a period of time, the Company will still be able to provide service to its customers. The Company will continue to rely on its successful business model and service offerings to sustain and grow its business, independent of USF disbursements that provide discounts for qualifying Lifeline subscribers. Furthermore, the senior management of SelecTel has great depth in the telecommunications industry and offers extensive telecommunications, business, technical, and managerial expertise to the Company.⁵² SelecTel provides resold wireless service, and therefore also relies upon the managerial and technical expertise of its underlying carrier.

⁵¹ See *Order* at ¶ 387. See CONFIDENTIAL Exhibit D for financial statements.

⁵² See Exhibit E for key management bios.

C. Customer Service

SelecTel is dedicated to quality customer service and care. Lifeline customers can reach the Company's Customer Service department via phone, mail, or online. SelecTel's Customer Service department is available via phone by dialing 402-727-1399 or toll free 877-218-5744, via mail at 1825 N Bell St, Fremont, NE 68025, or via SelecTel's website www.selectelwireless.com. The Company has a dedicated Customer Service staff that will handle all service requests, including elective de-enrollments as outlined in Section III.E above.

D. Lifeline Offering

SelecTel will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier, currently Verizon.⁵³ As summarized in Exhibit F attached hereto, the Company's Lifeline offering will provide customers with access to a variety of rate plans with the same features and functionalities enjoyed by all other SelecTel prepaid customers, but at discounted Lifeline rates. SelecTel's current retail rate plans, to which eligible Lifeline customers will be able to apply their discount (currently \$9.25), are as follows:

300 Minute "Value" Plan: includes 300 voice minutes, 300 text messages, and 15 MB of data. Retail for \$15.00 per month (Lifeline cost \$5.75)

1,300 Minutes "Talk & Text" Plan: includes 1,300 voice minutes, 3,000 text messages, and 500 MB of data. Retail for \$30.00 per month (Lifeline cost \$20.75)

"Unlimited" Talk, Text & 200MB Data Plan: includes unlimited voice minutes, unlimited text messages, and 200 MB of data. Retail for \$40.00 per month (Lifeline cost \$30.75)

Unlimited Talk, Text & 2GB "Data User" Plan: includes unlimited voice minutes, unlimited text messages, and 2 GB of data. Retail for \$55.00 per month (Lifeline cost \$45.75)

Service includes nationwide coverage and access to Voicemail, Caller ID, Call Waiting, Call

⁵³ The Company reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

Forwarding, and 3-Way Calling features. There is no additional charge for toll calls. Calls to 911 and calls to SelecTel Wireless customer service are free and will not be deducted from available minutes. If a subscriber runs out of minutes, he or she has the option to purchase additional airtime. Replenishment plans are available in \$10 increments and are consumed on a per use basis. The fees for each service are as follows: Voice Minutes are consumed at 5 cents per minute, Text Messages are consumed at 5 cents per message received or sent, and Data is consumed at 5 cents per MB.

Eligible Lifeline customers will receive a free basic handset; however, customers can choose to purchase a new handset from SelecTel Wireless. SelecTel Wireless's pay-in-advance service model is ideal for customers on a budget because it ensures that they never get a surprise charge at the end of a month. SelecTel Wireless never charges any termination fees and does not require customers to enter any long-term commitment which enables customers to change service providers if they are unsatisfied with service or move outside of SelecTel Wireless's calling area. An additional benefit of SelecTel Wireless's pay-in-advance service model is that there are no credit checks or any additional deposits necessary.

V. **CONCLUSION**

SelecTel submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, SelecTel respectfully requests that the Commission expeditiously approve its Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

SelecTel, Inc. d/b/a SelecTel Wireless

/s/ Lance J.M. Steinhart

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Its Counsel

Dated August 13, 2015

EXHIBIT A

Sample Lifeline Certification Form

A Complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you the Lifeline program in your state. The Certification is only for the purpose of verifying your eligibility in the Lifeline service and will not be used for any other purpose other than administration of the Lifeline program. This service is provided by SelecTel, Inc. doing business as SelecTel Wireless. Requests will not be processed until this form has been received, verified and processed by the company.

Things to know about the Lifeline Program:

- (1) Lifeline is a government benefit program.
- (2) Lifeline Service is available for only one line, wireless OR wireline, per household. A household cannot receive benefits from multiple providers; and
- (3) A household is defined, for purposes of the Lifeline Program, as any individual or group of individuals who live together at the same address and share income and expenses.

Applicant Information:

First Name: _____ MI: _____ Last Name: _____ Date of Birth: Month ___ Day ___ Year _____

Social Security Number or Tribal ID Number (last 4 digits): _____ Contact Telephone Number: _____

Residence Address (No P.O. Boxes, Must be your principal address): This address is Permanent Temporary Multi-Household

_____ APT/ Floor/ Other _____ City: _____ State: _____ ZIP Code: _____

Billing Address (May Contain P.O. Box)

_____ APT/ Floor/ Other _____ City: _____ State: _____ ZIP Code: _____

Eligibility Information:

_____ I hereby certify that I participate in at least one of the following programs: (Check all that apply)

Initial Here

Non-Tribal Programs

- _____ Supplemental Nutrition Assistance Program (SNAP)
- _____ Supplemental Security Income (SSI)
- _____ Federal Public Housing Assistance
- _____ Low- Income Home Energy Assistance Program (LIHEAP)
- _____ National School Lunch Program
- _____ Temporary Assistance for Needy Families (TANF)
- _____ Medicaid

Tribal Programs

- _____ Bureau of Indian Affairs General Assistance (BIA)
- _____ Tribally Administered TANF (TATNF)
- _____ Head Start (Tribal households meeting income qualifying standards)
- _____ Food Distribution Program (program on Indian reservations)

_____ I certify that my household income is at or below 135% of the Federal Poverty Guidelines (FPG). There are _____ individuals in my household.

Initial Here

Certifications:

I certify, under penalty of perjury: *(Please certify by checking each Checkbox for each Certification)*

- (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- (2) I am a current recipient of the program checked above, or have an annual household income at or below 135 percent of the Federal Poverty Guidelines.
- (3) I have provided documentation of eligibility if required to do so.
- (4) I understand that I and my household can only have one Lifeline-supported telephone service. SelecTel Wireless has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the lifeline program, and could result in criminal prosecution by the United States Government.
- (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- (6) I understand my Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact SelecTel Wireless to confirm that I want to continue receiving their service.
- (8) I will notify SelecTel Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if I or my household:
 - (1) cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
 - (2) am receiving more than one Lifeline supported service;
 - (3) no longer satisfy the criteria for receiving Lifeline support.
- (9) I will notify SelecTel Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with SelecTel Wireless every ninety (90) days. If I fail to respond to SelecTel Wireless' address verification attempts within thirty (30) days, my Lifeline service may be terminated.
- (10) SelecTel Wireless has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my SelecTel Wireless Lifeline service.
- (11) I authorize and understand that SelecTel Wireless may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- (12) I understand that my name, telephone number, address, date of birth, last four digits of my Social Security Number or my Tribal ID Number, the date my Lifeline service was initiated, the date my Lifeline service was terminated, if applicable, amount of Lifeline support requested on my behalf and the means through which I qualified for Lifeline will be divulged to the Universal Service Administrative Company (USAC)(the administrator of the program) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other. I further understand that some states may impose more stringent rules including but not limited to barring me from re-enrolling in the program.

- (14) I certify that I reside on Federally Recognized Tribal lands (if applicable)
- (15) I authorize Selectel Wireless or its duly appointed representative to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program; and I authorize any social service agency representatives to discuss with and/or provide information to Selectel Wireless verifying my participation in benefit programs that qualify me for Lifeline assistance. I understand that completion of this form does not constitute immediate approval for Lifeline.



APPLICANT'S SIGNATURE

DATE

Agent Use Only:

1. Eligibility determination (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):

Documents Acceptable Proof Income-Eligibility (if proof does not cover a full year, it must cover 3 consecutive months, same document type, within previous 12-months):

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

Documents Acceptable Proof for Program-Eligibility

(choose 1 from each list A and B below)

List A - Choose 1

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid
- Section 8 Federal Public Housing Assistance (FPHA)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)

Documents Acceptable Proof for Program-Eligibility: List A (Continued)

- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch program
- Bureau of Indian Affairs General Assistance (BIA)
- Tribally Administered TANF (TATNF)
- Head Start (meeting income qualifying standards)

List B - Choose 1

- Program Participation card / document
- Prior year's statement of benefits
- Notice letter of participation
- Other official qualifying document: _____

Representative Number	Representative Signature
-----------------------	--------------------------

2. Rate Plan Selection (select only one plan – customer is responsible for adding value to account for plans with a charge):

- "Value" - 300 Minute, 300 Text, 15MB data (\$5.75)
- "Talk & Text" - 1300 Minute, 3000 Text, 500MB data (\$20.75)
- "Unlimited" – unlimited voice and text with 200 MB data (\$30.75)
- "Data User" – unlimited voice and text with 2 GB data (\$45.75)

For questions please call 1-877-218-5744

EXHIBIT B

Sample Advertisement



Selectel Wireless

Wireless Fit For You

Now offering Lifeline cell service in your area!

You may qualify for Selectel's Lifeline* Service if you participate in programs such as Federal Public Housing Assistance or Medicaid

250 FREE MINUTES
every month

No contracts.
No Credit Checks.



*See www.selectelwireless.com/lifeline for details. Lifeline is a government benefit program. Only eligible consumers may enroll. Proof of eligibility is required. Lifeline Service is available for only one phone line per household, consisting of either wireline or wireless service. A household cannot receive benefits from multiple providers. Lifeline service is non-transferable.

For more information, call

1-877-218-5744

Or visit us online

www.selectelwireless.com/lifeline

EXHIBIT C

Lifeline Terms and Conditions

SelecTel Wireless Terms and Conditions

[\(http://www.selectelwireless.com/terms/\)](http://www.selectelwireless.com/terms/)

The Service Agreement

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

When You Accept The Agreement

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

Terms of Service

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

Service Plans

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

Local Calls

Nationwide Domestic Long Distance

Caller ID

Call Waiting

Call Forwarding

3-Way Calling

Voice Mail (airtime charges apply from your cell phone)

Nationwide Domestic Text Messaging – The rate to receive or send a text message to another phone is 1 minute per 3 text messages sent or received and applies when text messaging is not an included component of a Service Plan or when all text messages included in a Service Plan have been used.

Roaming at no additional charge, subject to the terms of the Agreement

411 Directory Assistance – Plan minutes are decremented for 411 calling.

911 and enhanced emergency 911 (“E-911”) service where available – Plan minutes are not decremented for 911 and E-911 services and this service remains available even when all plan minutes have been used.

611 access to Customer Service where available. 611 access and Customer Service calls are free and do not decrement Plan minutes.

211 Service related to the National 2-1-1 initiative which provides access to free and confidential information and referrals for help with food, housing, employment, health care, counseling and more, to customers dialing “211”. Plan minutes are not decremented for 211 calling.

Selectel offers the following Service Plans:

Base Monthly Plans: Term and Pricing – For the purposes referenced herein, a month is defined as a 30 day period, beginning on the first day of activation of service and ending at midnight on the monthly service renewal date. Base Monthly Plans include voice, text messaging, and data and may require the purchase of a Selectel Wireless mobile Device and a one-time activation fee unless a promotional offer or other qualifying plan terms apply. Selectel Base Monthly Plans are as follows:

\$15/mo includes 300 voice, 300 text, and 15mb of data

\$30/mo includes 1300 voice, 3000 text, and 500mb of data

\$40/mo includes unlimited talk, unlimited text, and 200mb of data

\$55/mo includes unlimited talk, unlimited text, and 2gb of data

Replenishment Plans: Replenishment plans are available in \$10 increments and are consumed on a per use basis. The fees for each service are as follows:

Voice Minutes are consumed at 5 cents per minute

Text Messages are consumed at 5 cents per message received or sent

Data is consumed at 5 cents per mb

Special Replenishment Plans may be available in certain states for certain qualifying consumers. Please check Selectel's website at www.Selectelwireless.com or contact Selectel Customer Service at 1-877-218-5744 for information on the availability of special Replenishment Plans in your area.

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

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

Low-Income Home Energy Assistance Program (LIHEAP)

Federal Public Housing Assistance (Section 8)

Medicaid

Food Stamps

Supplemental Security Income (SSI)

Temporary Assistance for Needy Families (TANF)

National School Lunch free lunch program

Rules Related to Lifeline Supported Service: Lifeline is a government assistance program and only eligible consumers may enroll in the program. Lifeline service is a non-transferrable service and therefore may not be transferred to any other individual, including another eligible low-income consumer. Lifeline benefits are federal benefits and consumers that make false statements in order

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

Initial Certification and Annual Re-Certification Requirements of Lifeline Supported

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

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

In addition to the annual re-certification requirement, in circumstances where your address cannot be verified through state and or federal databases, Selectel is required to contact you on an annual basis to either verify or obtain a valid address related to your Lifeline supported Service. Selectel will conduct this address validation contemporaneously with its annual re-certification process, but may,

and in circumstances wherein a temporary address is provided at the time of initial application will, validate your address more frequently.

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

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

Selectel your participation status in such program. That you give this permission on the condition that the information in the Lifeline Application and any information about your participation in the designated program provided by officials be maintained by Selectel as confidential customer account information.

8. That you authorize Selectel to release any records required for the administration of the Selectel Lifeline program (including your name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

9. That your household will receive only one Lifeline benefit and, to the best of your knowledge, your household is not currently receiving a Lifeline-supported service from any other provider.

10. That you are entitled to complete the Lifeline Application, and are not listed as a dependent on another person's tax return (unless over the age of 60).

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

Termination of Service(s): You may terminate any line of Service, including Lifeline Service, by calling us. We reserve the right to cancel offers early or extend offers without notice. Certain offers may not be available everywhere or be combinable with other promotions/options. Coverage is not available everywhere and varies by service – see mapping brochures or visit www.Selectelwireless.com for coverage details. Fees paid for Services and/or Devices are

inclusive of most government taxes and fees, and Selectel Surcharges [incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area], with the exception of local sales tax which is applied to the purchase of replenishment plans or other Services or Devices that are purchased at retail locations or on our website. Selectel Surcharges are not taxes or government required charges and are subject to change. A phone activation fee may apply to new activations. A reconnect fee may apply to reestablish service on accounts that have been deactivated. All Selectel services will only work with Selectel approved phones – not all services are available with all phones or on all networks. Service charges are not refunded or prorated if service is terminated or modified. All phone usage, including incoming/outgoing calls, incurs airtime charges unless specified otherwise. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused plan minutes do not carry forward and expire at midnight of the monthly service renewal date as determined by your activation date, unless special plan terms apply. Partial minutes of use are rounded up to the next whole minute.

Nature of Services:

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

Your Use Of The Service:

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

Selectel reserves the right to manage our network and the traffic on our network in the way we believe best benefits our customers and best enables us to maintain Service of the nature described in this Agreement. We have determined that our ability to provide Service to our customers is disrupted when you place an abnormally high number of calls, repeatedly place calls which result in abnormally long call lengths, repeatedly place calls with abnormally high costs, high or disproportionate use, or otherwise use our Services or network in excess of our expectations or the normal amount of use by our customers. Thus, we reserve the right to discontinue Service to customers, to discontinue or block Service to certain categories of services, to terminate calls or Services as described below, or to restrict, reduce or limit the amount of usage, which our experience indicates result in disruptive usage patterns of this nature. For example, Selectel Service is not intended for use (i) by persons engaged in the provision of telemarketing services, commercial research or commercial data collection, (ii) by persons seeking a dedicated private line or access line to the internet, or other continuous uses that create the functional equivalent of a dedicated telephone line, (iii) by persons seeking to maintain open lines of communication for extended periods of time (for example, baby monitoring or other monitoring services), (iv) by persons seeking to establish an access point for intra-company private branch exchange services, (v) by persons seeking to provide a commercial or private dispatch service, (vi) by persons seeking to access multi-party Chat Line Services or to call telephone numbers that generate Chat Line Traffic (as defined herein), (vii) for persons seeking to use the service for commercial purposes, or (viii) for persons who do not reside in and have the predominant amount of usage on our networks. For the purposes of this Agreement, "Chat Line Traffic" means traffic which originates or terminates to or from, relates to, arises out of, is in connection with, or pertains to, a multiple voice bridging service, company, or

provider (or telephone numbers associated therewith) in which two or more incoming callers may be connected with each other simultaneously. Chat Line Traffic does not include traffic originating or terminating to or from traditional business dial-in conference calling in which a designated group of callers dial in to a known dial-up conference number at a pre-arranged time for a specific business purpose. For the purpose of this Agreement, "Chat Line Service" means a service which generates Chat Line Traffic.

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

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

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

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

You can't use our Services: (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or (b) in any way prohibited by the terms of our Services or the Agreement. We can take any action to: (1) protect our network, our rights and interests, or the rights of others; (2) optimize or improve the overall use of our network and Services; or (3) prevent usage that is indicative of uses not permitted hereunder. Some of these actions may interrupt or prevent legitimate communications and usage, such as message filtering/blocking software to prevent spam, viruses, or autodialed calls or SMS messages, limiting throughput, limiting access to certain websites, applications or other data content, capping or

restricting use, or prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. We may use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and you agree that we are not liable for such messages. You agree that a violation of this section harms Selectel, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief in addition to all other remedies available without the requirement to post a bond.

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

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

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

Prohibited Network Uses. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly

interferes with the use of Selectel's network or systems. Selectel reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice uses detailed above or if Selectel, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

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

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

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

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

International Roaming: International calling and roaming, including in Canada, Mexico, and Guam are not included in Selectel Service Plans. International calling and roaming usage will require an alternate payment method. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. Selectel reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

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

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

Acceptable Use Policy

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

COVERAGE OF THIS POLICY

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

ILLEGAL OR HARMFUL USE

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

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

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

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

Traffic Pumping/Access Stimulation: Using the Network to dial telephone numbers associated with free conference calls, free chat lines, or similar services that are used for traffic pumping/access stimulation. Traffic pumping/access stimulation, for this purpose, is defined as any and all activities that are designed to generate traffic to increase the intercarrier compensation billed to Selectel.

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

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

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

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

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

ELECTRONIC COMMUNICATIONS

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

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

NETWORK SECURITY AND INTEGRITY

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

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

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

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

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

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

INVESTIGATION AND ENFORCEMENT OF THE POLICY

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

Selectel reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the Network if it reasonably determines that your conduct may: (1) expose Selectel to sanctions, prosecution, civil action, or other liability; (2) cause harm to or interfere with the integrity or normal operations of Selectel’s Network or networks with which Selectel is interconnected; (3)

interfere with another Selectel customer's use of the Network; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to Selectel or its customers.

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

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

MISCELLANEOUS

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

QUESTIONS, COMMENTS & ABUSE

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

Basic Definitions

In this document:

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

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

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

Pre-Paid Services

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

Our Right To Change The Agreement & Your Related Rights

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

Our Right To Suspend Or Terminate Services

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

- 1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists; or
- 2) Upon order by any court, the Commission, or any other duly authorized public authority; or
- 3) For a violation or breach of this Agreement
- 4) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
- 5) Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.

Your Right To Change Services & When Changes Are Effective

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

Your Right To Terminate Services

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

Restrictions On Using Services

You can't use our Services:

- (1) in a way that could cause damage or adversely affect any of our other customers or our reputation, network, property or Services; or
- (2) in any way prohibited by the terms of our Service Plans or the Agreement. You cannot in any manner resell the Services to another party.

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

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

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

Porting/Transferring Phone Numbers

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

Coverage; Where Your Device Will Work; Service Speeds

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

Roaming

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

Activation & Miscellaneous Charges

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

Account & Service Charges

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

How We Calculate Your Usage For Decrementing Purposes

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

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

Taxes & Government Fees

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

Surcharges

You agree to pay all surcharges (“Surcharges”), which may include, but are not limited to: Federal Universal Service, various regulatory charges, Selectel administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of the billing address of the Device and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see “Providing Notice To Each Other Under The Agreement” section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction. In most circumstances, all Surcharges are included in the price of Service. With respect to Lifeline supported Service, no additional Surcharges are assessed, applied to or levied on Lifeline supported Service. Further, with the exception of taxes or other charges that are required by law, any fees and/or charges associated with Lifeline supported Service are all inclusive, clearly documented and fully disclosed to the Lifeline applicant/subscriber and any regulatory authority having jurisdiction over such Services prior to the commencement of Service.

Customer Service

If you have a service or billing problem or inquiry, you may contact Selectel's Customer Service Department toll free at 1-877-218-5744. We will make all reasonable attempts to resolve your problem or inquiry. In the event the Customer Service Department is unable to resolve your issue, your dispute will be escalated to the appropriate supervisory personnel of Selectel. If you are still unsatisfied and/or your issue remains unresolved, Selectel supervisory personnel will provide you with contact information for the appropriate Consumer Affairs/Customer Dispute Resolution department of the relevant Utility Commission or other Regulatory Authority for your state and/or the FCC. This information can also be located on Selectel's website at www.Selectelwireless.com. In the event that you wish to pursue resolution of your issue with Selectel directly, the Dispute Resolution provisions of this Agreement will apply.

Protecting Our Network & Services

We can take any action to:

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

Some of these actions may interrupt or prevent legitimate communications and usage, for example message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, prohibitions on unintended uses (for example, use as a dedicated line, or use as a monitoring service), etc. For additional information on what we do to protect our customers, network, Services and equipment, see our AUP.

Your Privacy:

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

Call Monitoring:

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

Contact:

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

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

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

Information on Devices:

Your Device may contain sensitive or personal information. Selectel is not responsible for any information on your Device, including sensitive or personal information. If possible, you should remove or otherwise safeguard any sensitive or personal information when your Device is out of your possession or control, including, but not limited to, relinquishing, exchanging, returning or

recycling your Device. By submitting your Device to us, you agree that our employees, contractors or vendors may access all of the information on your Device.

Location Based Services:

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

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

911 Or Other Emergency Calls

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

If Your Device Is Lost Or Stolen

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

Disclaimer of Warranties

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

You Agree We Are Not Responsible For Certain Problems

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

- (1) anything done or not done by someone else;
- (2) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.);
- (3) traffic or other accidents, or any health-related claims relating to our Services;
- (4) Data Content or information accessed while using our Services;
- (5) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise;
- (6) interrupted, failed, or inaccurate location information services;
- (7) information or communication that is blocked by a spam filter;
- (8) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio; or
- (9) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts. You should implement appropriate safeguards to secure your Device, computer or equipment and to back-up your information stored on each.

You Agree Our Liability Is Limited – No Consequential Damages

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE

OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION

We Agree To First Contact Each Other With Any Disputes

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

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

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

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

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

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

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

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

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

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

- a. \$25 if you are seeking less than \$1,000 from us; or
- b. the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

Exceptions To Our Agreement To Arbitrate Disputes

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

No Class Actions

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

No Trial By Jury

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

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit or make available via the Service, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on our website. We will provide you notice through one or more of the following: correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your Device or any other phone number you've provided us, by voice message on your Device or any other phone number you've provided us, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Texas, without regard to the conflicts of law rules. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. You cannot in any manner resell the Services to another party. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to complaints, payment, E911, dispute resolution, no class action, no jury trial), survive termination of Services.

EXHIBIT D

CONFIDENTIAL Financial Statements

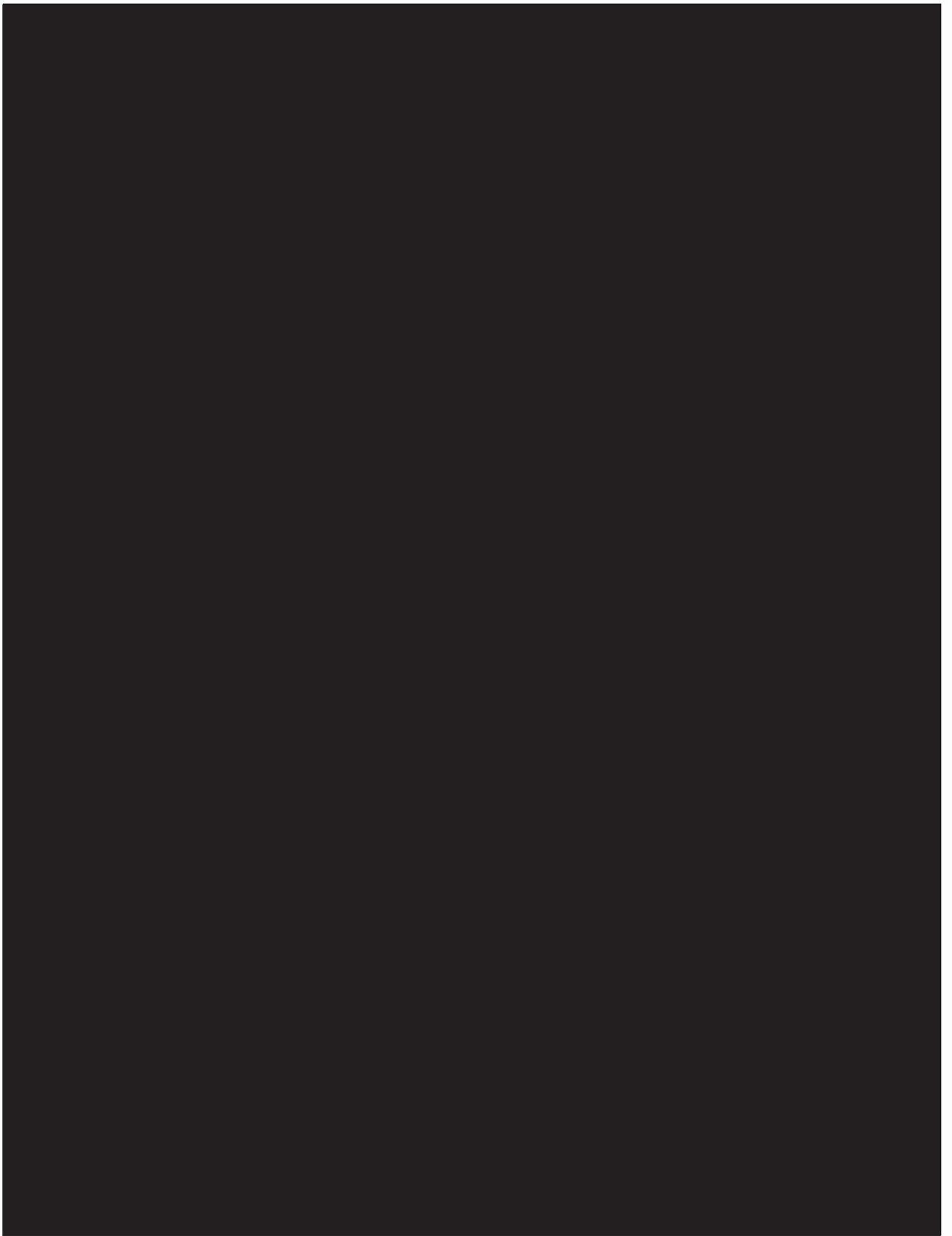








EXHIBIT E

Key Management Bios

Matthew S. O'Flaherty

President of SelecTel, Inc. has over 20 years of experience in the telecom industry. Mr. O'Flaherty oversees the corporate direction and strategy for SelecTel's operations. He focuses on leadership, strategy, innovation, and customers. Mr. O'Flaherty performed similar duties and responsibilities at NorthStar Telecom and Midwest Marketing Group, Inc.

Previous Employment History:

Cordia Communications, October 2007-May 2010, National Sales Marketing Executive
NorthStar Telecom, May 2003-October 2007, Co-owner/Manager-Sales, IT, Regulatory
Midwest Marketing Group, Inc., July 1997-October 2007, Co-owner/Manager
Furst Group, 1993-July 1997, Sales Manager

Stacy L. Hergenrader

Secretary of SelecTel, Inc. manages the customer service, order provisioning and collections departments. Ms. Hergenrader also manages a wireless retail store located in Florida. Ms. Hergenrader performed similar duties and responsibilities at NorthStar Telecom and Midwest Marketing Group, Inc.

Previous Employment History:

NorthStar Telecom, May 2003-October 2007, Co-owner/Manager-Customer Service
Midwest Marketing Group, Inc., July 1997-October 2007, Co-owner/Manager
Furst Group, 1994-July 1997, Sales

Teri L. O'Flaherty

Treasurer and Director of Human Resources of SelecTel, Inc. manages the business finances, accounts receivable/payable and payroll. Ms. O'Flaherty oversees the operation of the wireless product and manages retail stores located in Nebraska. Ms. O'Flaherty performed similar duties and responsibilities at NorthStar Telecom and Midwest Marketing Group, Inc.

Previous Employment History:

Cordia Communications, October 2007-May 2010, Office Manager
NorthStar Telecom, May 2003-October 2007, Co-owner/Manager-Finances/Office/Accts receivable/payable
Midwest Marketing Group, Inc. July 1997-October 2007, Co-owner/Manager
Furst Group, 1994-July 1997, Sales Manager

Patrick Hall

brings more than 17 years of experience in business development, client relations and consultative sales approach to his role as a National Dealer Accounts Manager. He brings vitality and professionalism. Mr. Hall's primary focus is to build a National Dealer program promoting awareness about SelecTel's Wireless products and services among prospective clients, and develop and maintain relationships with current and potential clients. Prior to joining SelecTel, Inc., Mr. Hall spent 5 years with Dataflo Consulting building the medical reseller program from inception to well over a million dollars in annual revenue. During his time at Dataflo he was awarded the President's award for 4 straight years.

EXHIBIT F

Proposed Lifeline Rate Plans

Plan Name	Plan Includes	Regular Plan Charge	Federal Lifeline Discount	Lifeline Plan Charge
(“Value”) 300 Minute Plan	300 voice minutes 300 text messages 15MB Data	\$15.00	- \$9.25	\$5.75
(“Talk & Text”) 1300 Minute Plan	1300 voice minutes 3000 text messages 500MB Data	\$30.00	- \$9.25	\$20.75
(“Unlimited”) Unlimited Talk, Text & 200MB Data	Unlimited voice minutes Unlimited text messages 200MB Data	\$40.00	- \$9.25	\$30.75
(“Data User”) Unlimited Talk, Text & 2GB Data	Unlimited voice minutes Unlimited text messages 2GB Data	\$55.00	- \$9.25	\$45.75

Included in All Plans

- Free handset
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Nationwide coverage
- Access to Call Forwarding, Caller ID, Call Waiting, 3-way Calling and Voicemail features

Additional Minutes

Available in \$10 increments

- \$0.05 per minute or text
- \$0.05 per MB data